



# Project Agreement for the Central 70 Project

**COLORADO BRIDGE ENTERPRISE,  
HIGH PERFORMANCE TRANSPORTATION ENTERPRISE,  
and  
[DEVELOPER]**

Dated [ ]

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**This Project Agreement** (this "Agreement") is dated as of [ ] (the "Agreement Date") and made among:

- (1) Colorado High Performance Transportation Enterprise ("HPTE"), a government-owned business within and a division of the Colorado Department of Transportation ("CDOT");
- (2) Colorado Bridge Enterprise, a government-owned business within CDOT ("BE" and, together with HPTE, each individually an "Enterprise" and, together, the "Enterprises"); and
- (3) [ ], a [describe type of legal entity and reference state of incorporation/organization] ("Developer").

#### RECITALS

##### Whereas:

- (A) CDOT has determined that the deteriorating condition and inadequate capacity of the I-70 East corridor requires a comprehensive transportation solution to resolve such challenges and to address other stakeholder and community concerns.
- (B) Based on a review process conducted in accordance with the National Environmental Policy Act of 1969 ("NEPA"), CDOT identified a preferred alternative, the Preferred Alternative, to address these challenges and concerns.
- (C) HPTE was created to pursue innovative means of more efficiently financing important surface transportation projects to improve the safety, capacity, and accessibility of the surface transportation system in the State, which means include public-private partnerships, user fee-based project financing, and availability payment and design-build contracting.
- (D) BE was created for the purpose of financing, repairing, reconstructing, and replacing designated bridges that have been identified by CDOT as being structurally deficient or functionally obsolete.
- (E) Pursuant to the State's Funding Advancements for Surface Transportation and Economic Recovery legislation, C.R.S. §§ 43-4-801, *et seq.*, the Enterprises were created as government-owned businesses within CDOT, each with certain limited statutory powers and duties necessary to accomplish their respective business purposes.
- (F) Pursuant to Resolution #TC-15-2-5 approved February 19, 2015 by the State's Transportation Commission (the "Transportation Commission"), the Transportation Commission delegated to the Enterprises the responsibility for procurement of the design, construction, financing, operation and maintenance of a portion of the I-70 East corridor in Greater Denver (such portion, the "Project"), the scope of which Project is reflected by the scope of the Work required to be performed by Developer pursuant to this Agreement.
- (G) The design, construction, financing, operation and maintenance method of procurement for the Project is intended to reduce overall Project cost and maximize the improvements that can be constructed, in part, by requiring private parties to assume and manage certain risks associated with the Project, including risks related to utilities, railroads, environmental conditions and financial and market conditions.
- (H) On March 25, 2015, the Enterprises issued a Request for Qualifications for the Project, as subsequently amended on May 29, 2015.
- (I) On June 22, 2015, the Enterprises received five responsive statement of qualification submittals from potential project developer groups, and then shortlisted four such groups on July 24, 2015 (each a "Proposer" and, collectively, the "Proposers") for purposes of proceeding to the next stage in the procurement process for the Project.
- (J) Subsequently, the Enterprises issued to the Proposers for their review and comment a draft Request for Proposals ("RFP"), which included the Instructions to Proposers ("ITP"), first (a) issued on September 15, 2015, and a draft of this Agreement, first issued on September 29, 2015

and (b) a number of addendums to the draft RFP, pursuant to the procedures set out in the ITP. On [ ], 2016 the Enterprises issued the final RFP.

- (K) On January 15, 2016, the Federal Highway Administration (the “FHWA”) issued the Final Environmental Impact Statement (“FEIS”), and on [ ] the FHWA issued the Record of Decision for the Preferred Alternative (the “ROD”), in each case pursuant to NEPA. The Project reflects the first phase of the Preferred Alternative.
- (L) On [ ], the Enterprises received the Proposers’ proposals in response to the RFP.
- (M) On [ ], the Enterprises issued a notice identifying the successful Proposer (the “Preferred Proposer”) to which the Project was awarded, subject to satisfaction of certain conditions precedent under the ITP to execution of this Agreement by Developer.
- (N) As of the Agreement Date, the Equity Members of the Preferred Proposer have formed Developer to execute this Agreement with the Enterprises, and have otherwise satisfied the conditions precedent under the ITP to execution of this Agreement.
- (O) This Agreement and the further agreements referred to herein set out or, as applicable, will set out, the terms and conditions pursuant to which Developer will implement the Project and perform the Work in consideration for the payments to be made by the Enterprises to Developer under this Agreement.

**Now, therefore**, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties undertake and agree as follows:

## **PART A: DEFINITIONS AND ABBREVIATIONS; INTERPRETATION; PROJECT INFORMATION**

### **1. DEFINITIONS AND ABBREVIATIONS**

Except as otherwise specified herein or as the context may otherwise require:

- a. terms set out in Part A of Annex A (*Definitions and Abbreviations*) have the respective meanings set out therein for all purposes of this Agreement;
- b. terms defined in either the CDOT Standard Specifications or the Standard Special Provisions have the respective meanings set out in the CDOT Standard Specifications and the Standard Special Provisions for purposes of the Construction Standards; provided that, if any term used in any Construction Standard is defined in both:
  - i. Part A of Annex A (*Definitions and Abbreviations*); and
  - ii. either the CDOT Standard Specifications or the Standard Special Provisions,then such term shall have the meaning set out in Part A of Annex A (*Definitions and Abbreviations*); and
- c. abbreviations set out in Part B of Annex A (*Definitions and Abbreviations*) are provided as references for purposes of the Technical Requirements, Table 6A.1 and Table 6A.2 only.

### **2. INTERPRETATION OF THIS AGREEMENT**

#### **2.1. Interpretation of Certain Terms, Phrases and Language**

##### **2.1.1. Headings and other internal references**

- a. Headings are inserted for convenience only and shall not affect interpretation of this Agreement.
- b. Except as the context may otherwise provide, the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.
- c. Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section within this Agreement (including in Part A of Annex A (*Definitions and Abbreviations*) and the Schedules) is a reference to such Section of this Agreement (excluding the Schedules).
- d. Any reference to "Section X of the Project Agreement" (where "X" is a number) in any Schedule is a reference to the corresponding numbered Section in this Agreement (including Annex A (*Definitions and Abbreviations*), but excluding the Schedules).

##### **2.1.2. Common terms and references**

- a. The singular includes the plural and vice versa.
- b. Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words that follow.
- c. The verb "will" has the same meaning and effect as the verb "shall."
- d. The word "promptly" means as soon as reasonably practicable in light of then-prevailing circumstances.

### 2.1.3. References to agreements, documents, Laws, Governmental Approvals and Permits

Except as otherwise expressly provided in this Agreement, and subject to Section 8.6.2 with respect to the Project Standards, a reference:

- a. to an agreement or other document shall be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time pursuant to its terms; and
- b. to any Law, Governmental Approval or Permit shall be construed as a reference to such Law, Governmental Approval or Permit as amended, replaced, consolidated or re-enacted (as applicable) from time to time.

### 2.1.4. References to Persons

Except as otherwise expressly provided in this Agreement:

- a. a reference to a Person includes such Person's permitted successors, assigns and transferees;
- b. the feminine includes the masculine and vice-versa; and
- c. the words "they", "them", "themselves" and "their" when used to refer to a single Person or a grammatically singular antecedent shall be construed to mean an individual of unknown gender or whose gender is irrelevant.

### 2.1.5. Professional language and terms of art

Except as otherwise expressly provided in this Agreement:

- a. words and phrases not otherwise defined herein:
  - i. that have well-known technical, insurance or construction industry meanings shall be construed pursuant to such recognized meanings; and
  - ii. of an accounting or financial nature shall be construed pursuant to GAAP, in each case taking into account the context in which such words and phrases are used;
- b. all statements of, or references to, dollar amounts or money, including references to "\$" and "dollars", are to the lawful currency of the United States of America; and
- c. all references to "digital" or "electronic" media or communications shall include all technology or services having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities that are used to facilitate the storage or dissemination of data and information as of the Setting Date, and all other successor forms of technology that serve the same or equivalent purposes which come into existence or widespread use after the Setting Date.

### 2.1.6. Deadlines occurring on Calendar Days

Whenever this Agreement requires the Enterprises (or CDOT acting as their designee pursuant to Section 18.1.2) to make any payment, or provide or deliver any Acceptance, Approval, consent, approval or like assent, notice, comment or any information or material, or otherwise complete any action or performance, in each case on or no later than a date that is a Calendar Day that is not also a Working Day, then such deadline shall automatically be extended to the next Working Day to occur after such Calendar Day.

## 2.2. Terminology for Agreements and Assents

### 2.2.1. Agreements and determinations

Where this Agreement provides that a matter shall be "agreed or determined", such reference shall mean either that:

- a. the Parties have agreed to the matter in writing; or

- b. that the matter has been determined pursuant to the Dispute Resolution Procedure.

#### 2.2.2. Consents, approvals and like assents

Except as otherwise expressly provided in this Agreement, where this Agreement provides that any consent, approval or like assent:

- a. shall not be “unreasonably withheld” by a Person, then it shall not be unreasonably withheld, delayed or made subject to the imposition of unreasonable conditions by such Person, and “unreasonably withhold” shall be similarly construed; and
- b. is to be made or given in the “discretion” of a Person, it shall be made or given only in the sole and absolute discretion of such Person (which discretion includes the ability to refrain from giving, or to impose conditions on, such consent, approval or like assent), which discretionary decision regarding any consent, approval or like assent shall be final and binding and not subject to the Dispute Resolution Procedure other than with respect to:
  - i. a good faith dispute concerning whether the consent, approval or like assent was discretionary; or
  - ii. a breach of the implied covenant of good faith and fair dealing.

#### 2.2.3. Acceptance, Approval and Information

Where this Agreement provides that any matter or information shall be submitted to the Enterprises (or to CDOT acting as their designee pursuant to Section 18.1.2) for their:

- a. “Acceptance”, then the Enterprises shall give their determination in writing and may not unreasonably withhold their Acceptance, after having a reasonably sufficient opportunity to review and comment on such submission, where the only bases for withholding such Acceptance shall be if the Enterprises determine, acting reasonably, that the subject-matter of such submission:
  - i. does not comply with this Agreement;
  - ii. does not comply with Law;
  - iii. is not made pursuant to, or otherwise is not compliant with, Good Industry Practice; or
  - iv. would give rise to a material risk to the health or safety of any person, the Environment, the community or property,(where any failure to respond within a time period expressly provided in this Agreement shall be deemed an Acceptance of such submission by the Enterprises);
- b. “Approval”, then the Enterprises shall give their determination in writing and may reject such submission in their discretion (where any failure to respond within a time period expressly provided in this Agreement shall be deemed a rejection of such submission by the Enterprises); and
- c. “Information”, then no Acceptance, Approval, or other consent, approval or like assent, is required and the matter or information is being submitted for the Enterprises’ information, review and comment only.

#### 2.2.4. Default standards for consents, approvals and like assents

Where this Agreement requires one Party (including CDOT acting as the Enterprises’ designee pursuant to Section 18.1.2) to provide a consent, approval or like assent to the other Party (excluding any waiver, for which purposes Section 43.3 shall apply, and any matter or submission expressly requiring Acceptance or Approval) and no express standard for such consent, approval or like assent is given, then such consent, approval or like assent shall be in writing and:

- a. with respect to Developer, not be unreasonably withheld; and
- b. with respect to the Enterprises, be in their discretion.

#### 2.2.5. Limited Developer reliance

- a. Developer may rely on Acceptances and Approvals, any other consent, approval or like assent, and any notice, from the Enterprises (including from CDOT acting as their designee pursuant to Section 18.1.2) only for the limited purpose of establishing that the Acceptance or Approval, or any other consent, approval or like assent, occurred, or any notice was given.
- b. Except as otherwise expressly provided in this Agreement, no:
  - i. Acceptance or Approval, other consent, approval or like assent, or notice;
  - ii. comment, review, certification, concurrence, verification or oversight; or
  - iii. payment,
 or the absence of any of the foregoing, shall in any case:
  - iv. constitute acceptance of materials, Work or any Element as satisfying the requirements of this Agreement;
  - v. relieve Developer from, or diminish Developer's liability for, the performance of its obligations under this Agreement;
  - vi. prevent the Enterprises from subsequently exercising their rights under this Agreement without being bound by the manner in which they or it previously exercised (or refrained from exercising) such rights; or
  - vii. constitute a waiver of any rights under this Agreement of any legal or equitable right of the Enterprises or of any other Person.

### 2.3. Indexation of Amounts

#### 2.3.1. Contract Year Indexation

Subject to Section 2.3.2, where in this Agreement an amount is expressed to be "indexed", such expression means that the relevant amount will be changed on the first Calendar Day of each Contract Year (the "Relevant Contract Year") by applying the following formula:

$$V_{new} = V_{old} \times (1 + (I_{new} - I_{old}) / I_{old})$$

Where:

- a.  $V_{new}$  is the new amount for the Relevant Contract Year;
- b.  $V_{old}$  is the amount for the Contract Year immediately preceding the Relevant Contract Year;
- c.  $I_{new}$  is the value for CPI most recently published prior to the first Calendar Day of the Relevant Contract Year; and
- d.  $I_{old}$  is the value for CPI most recently published prior to the first Calendar Day of the Contract Year immediately prior to the Relevant Contract Year, or, in the case of the first occasion on which this calculation is carried out, the value of CPI most recently published prior to July 1, 2017,

provided that, if  $I_{new}$  is less than or equal to  $I_{old}$ , then no calculation shall be carried out and  $V_{new}$  shall be deemed to be equal to  $V_{old}$ .

- 2.3.2. For purposes of the definition of Base Benchmarked Insurance Cost in Part A of Annex A (Definitions and Abbreviations), references to "Contract Years" in Section 2.3.1 shall be deemed to refer to the corresponding annual periods referred to in such definition.

**2.4. Resolution of Conflicts Among, and Prioritization of, Terms**

## 2.4.1. Integrated and binding agreement

- a. Subject to Section 42.3, the Enterprises and Developer agree and expressly intend that this Agreement, which includes its Annex, Schedules and any valid amendments, constitutes a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.
- b. Subject to Sections 2.4.2 and 2.4.3 and the express terms of this Agreement, any term, condition, requirement, criteria or specification set out or referenced in any part of this Agreement is a binding contractual obligation.

## 2.4.2. Standards for resolving conflicts and inconsistencies

- a. If there is any conflict, ambiguity or inconsistency between or among any provision(s) of (A) this Agreement (including Annex A (*Definitions and Abbreviations*), but excluding the Schedules) and/or (B) any provision(s) of the Schedules and/or (C) any provision(s) of the Project Standards, in each case that cannot be reconciled by reading all relevant provisions of this Agreement, the Schedules and/or the Project Standards as mutually explanatory of one another, then the order of precedence shall be as follows:
  - i. this Agreement (including Annex A (*Definitions and Abbreviations*), but excluding the Schedules) shall prevail over any of the Schedules and any of the Project Standards;
  - ii. Schedule 17 (*Environmental Requirements*) shall prevail over any other Schedule and any of the Project Standards;
  - iii. subject to Section 2.4.2.a.ii, Schedules 3 (*Commencement and Completion Mechanics*), 4 (*Payments*), 5 (*Milestone Payments*), 6 (*Performance Mechanism*), 8 (*Project Administration*), and 9 (*Submittals*) shall prevail equally over all remaining Schedules;
  - iv. the ATC Extracts shall prevail over any other part of the Proposal Extracts and/or over all other remaining Schedules;
  - v. subject to Sections 2.4.2.a.ii, iii and iv, all the remaining Schedules shall prevail equally over the Proposal Extracts (other than the ATC Extracts); and
  - vi. subject to Sections 2.4.2.a.ii, iii, and iv, all Schedules (including the Project Special Provisions) shall prevail equally over any of the Project Standards (excluding the Project Special Provisions);

provided that:

- vii. if there is any conflict, ambiguity or inconsistency between or among any provision(s) of the Construction Standards, the order of precedence set out in Section 105.09 of the CDOT Standard Specifications shall apply;
- viii. Changes made pursuant to any Change Order or Directive Letter and amendments made pursuant to Section 43.1 shall prevail over such portions of this Agreement that they modify or amend;
- ix. in the event of any conflict, ambiguity or inconsistency between or among the provisions of this Agreement (including, for certainty, the Schedules) with an equal order of precedence, the most stringent requirement shall take precedence;
- x. notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any applicable Federal Law requirement and any other requirement of this Agreement, the Federal Law requirement shall take precedence;

- xi. except where expressly referred to in this Agreement, the Financial Model and its contents shall not be used to interpret this Agreement and shall not otherwise affect the meaning of this Agreement; and
  - xii. additional or supplemental requirements that Developer is required to comply with pursuant to this Agreement (including such requirements pursuant to any of the Project Standards) with a lower order of precedence relative to other parts of this Agreement (including, for certainty, the Schedules) as determined pursuant to this Section 2.4.2 shall be given effect (including, with respect to the Proposal Extracts, pursuant to Section 2.4.2.b) except to the extent such requirements conflict or are inconsistent with, or otherwise create an ambiguity in relation to, the provisions contained in a part of this Agreement with a higher order of precedence.
- b. If any part of the Proposal Extracts<sup>1</sup> includes statements, terms, concepts or designs that can reasonably be interpreted as commitments or offers acceptable on award of the Project:
- i. to provide higher quality items, materials or products than otherwise required by this Agreement;
  - ii. to adhere to more stringent requirements than otherwise required by this Agreement; or
  - iii. to perform services or meet standards in addition to or better than those otherwise required under this Agreement,

then Developer's obligations hereunder shall include compliance and performance in accordance with such statements, terms, concepts and designs.

#### 2.4.3. Interpretation and resolution of conflicts

- a. Each Party shall notify the other Party promptly after it identifies or becomes aware of any conflict, ambiguity or inconsistency:
- i. of a type described in Section 2.4.2; or
  - ii. regarding the interpretation of any Deliverable or between or among any Deliverable and the provisions of this Agreement and/or the Project Standards,
- and Developer shall not take advantage of any such conflict, ambiguity or inconsistency, or of any other error or omission in or to this Agreement.
- b. To the extent that the Parties disagree on the reconciliation of any conflict, ambiguity or inconsistency of a type described in Section 2.4.3.a, the Enterprises may, in their discretion, notify Developer of their determination regarding such reconciliation, which determination shall be binding, unless such determination is agreed or determined to:
- i. substantively amount to a unilateral amendment to this Agreement or to a Change not made pursuant to Section 14; and
  - ii. breach the implied covenant of good faith and fair dealing

### 3. PROJECT INFORMATION, RELIANCE AND DILIGENCE

#### 3.1. Limited Reliance on Project Information

Developer acknowledges and agrees that:

- a. prior to the Setting Date, the Reference Documents (including, for certainty, the Reference Design) and certain other documents, information, reports and materials

<sup>1</sup> The Enterprises may require reference to additional relevant parts of Developer's Proposal to the extent that such parts are not attached as Proposal Extracts at Developer's request (e.g. in order to promote confidential treatment in compliance with CORA).

(together, the “Project Information”) were made available to the Preferred Proposer for information only as contemplated in Section 2.5.1 of Part C of the ITP;

- b. prior to the Agreement Date, the Preferred Proposer, the Core Proposer Team Members and Developer each conducted their own due diligence on the accuracy, completeness, relevance, fitness for purpose and adequacy of the Project Information;
- c. the Reference Documents have not been incorporated into this Agreement either as a result of being listed in Schedule 29 (Reference Documents) or as a result of being referenced in any provision of this Agreement that requires Developer to comply with a specific Reference Document (or part thereof); and
- d. neither the Enterprises, nor any other Person that produced or provided any Project Information, gives or has given any representation, warranty, undertaking or guarantee as to the accuracy, completeness, relevance, fitness for purpose or adequacy of any Project Information, and as such:
  - i. Developer is not entitled to rely on any Project Information, except with respect to any Reference Document, to the extent such Reference Document is expressly made the basis for determining the occurrence of a Supervening Event; and
  - ii. subject to Section 3.4, neither the Enterprises, nor any other Person that produced or provided any Project Information, shall have any responsibility or liability to Developer or any other Developer-Related Entity in respect of, and Developer shall not be relieved of any obligation under this Agreement as a result of, any:
    - A. lack of accuracy, utility, completeness, relevance, fitness for purpose or adequacy of any kind whatsoever of any such Project Information;
    - B. any interpretations of, or conclusions drawn from, any such Project Information;
    - C. failure by the Enterprises, or by any other Person that produced or provided any such Project Information, to update such Project Information, the contents of which may reflect information available as of the date that such Project Information was prepared or as of such other date indicated therein;
    - D. failure by the Enterprises or any other Person to reference or otherwise make available any materials, documents, drawings, plans or other information relating to the Project; or
    - E. causes of action or claims of, or Losses whatsoever suffered by, Developer or any other Developer-Related Entity by reason of any use of, or any action or forbearance in reliance on, such Project Information.

### **3.2. Responsibility for Independent Diligence**

#### **3.2.1. Sufficient diligence**

Subject to the terms of this Agreement, Developer is deemed to have satisfied itself as to:

- a. the sufficiency and (as applicable) condition of the Right-of-Way, the ROD Construction Limits and the Project License, and of all other property, assets and rights that it is entitled to receive under this Agreement;
- b. the nature and extent of the risks assumed by it under this Agreement;
- c. the sufficiency of the Preferred Proposer’s and the Developer-Related Entities’ opportunities to conduct due diligence, including in relation to the condition of each ROW Parcel, prior to the Setting Date pursuant to Good Industry Practice; and

- d. the precautions and times and methods of working necessary to prevent or, if it is not possible to prevent, to mitigate or reduce any nuisance or interference, whether public or private, being caused to any third parties through the performance of the Work.

3.2.2. No reliance on unincorporated statements or representations and warranties

Developer acknowledges and agrees that:

- a. it has not entered into this Agreement on the basis of, and has not relied upon, any statement, representation or warranty or other provision (in each case whether oral or written, express or implied) made or agreed to by the Enterprises or by any other Person, or any of their agents or employees, except those expressly set out or repeated in this Agreement; and
- b. the only remedies available in respect of any untrue statement, misrepresentation or breach of warranty made to Developer in this Agreement shall be any remedies expressly available under this Agreement.

**3.3. Limitations on Site Condition Claims**

Developer shall not be entitled to make any claim against the Enterprises or any other Person in relation to the condition of any ROW Parcel or any Additional ROW Parcel, or against the Enterprises or CDOT in relation to any Temporary Property or any Permit Area, except to the extent expressly provided for in this Agreement.

**3.4. Residual Enterprise Liability**

Nothing in this Section 3 shall exclude any liability which the Enterprises would otherwise have to Developer in respect of any statements, representations or warranties made fraudulently, recklessly or in bad faith or constituting willful misconduct or gross negligence.

## **PART B: EFFECTIVENESS AND TERM; REPRESENTATIONS AND WARRANTIES; FINANCIAL CLOSE; GRANT OF RIGHTS**

### **4. EFFECTIVENESS AND TERM**

#### **4.1. Effectiveness**

This Agreement (including Annex A (*Definitions and Abbreviations*) and the Schedules) shall come into effect on and from the Agreement Date.

#### **4.2. Term**

The “Term” shall commence on the Agreement Date and end on the earliest to occur of:

- a. the Expiry Date; and
- b. the Termination Date.

### **5. REPRESENTATIONS AND WARRANTIES**

#### **5.1. Representations and Warranties**

5.1.1. Developer hereby represents and warrants to the Enterprises that each representation and warranty set out in Part 1 of Schedule 2 (*Representations and Warranties*) is true and correct as of the Agreement Date.

5.1.2. Each Enterprise hereby represents and warrants to Developer that each representation and warranty made by it and set out in Part 2 of Schedule 2 (*Representations and Warranties*) is true and correct as of the Agreement Date.

#### **5.2. Mutual Reliance**

Developer and each Enterprise acknowledge that, respectively, the Enterprises and Developer enter into this Agreement in reliance on the representations and warranties made pursuant to Section 5.1.

#### **5.3. Notice of Untrue, Incorrect or Misleading Representations and Warranties**

Notwithstanding that the representations and warranties made by the Parties pursuant to Section 5.1 are made and, pursuant to Sections 2.2(b) and 2.3(a) of Schedule 1 (*Financial Close*), repeated, only at particular times:

- a. Developer shall promptly inform the Enterprises after it becomes aware that any of its representations and warranties either was false, misleading or inaccurate in any material respect when made (or repeated) or omitted material information when made (or repeated); and
- b. each Enterprise shall promptly inform Developer after it becomes aware that any of the representations and warranties made by it either was false, misleading or inaccurate in any material respect when made (or repeated) or omitted material information when made (or repeated).

#### **5.4. Special Remedies for Mutual Breach of Warranty**

If any circumstance or event exists or occurs that constitutes or results in concurrent breaches of any of the parallel representations and warranties made pursuant to Section 5.1, or thereafter repeated pursuant to Schedule 1 (*Financial Close*), by Developer and one or both Enterprises, but which breaches do not also constitute or result in any other breach or default by either Party, including, subject to the passage of time and giving of notice, a Developer Default or an Enterprise Default, then:

- a. such breaches shall not result in a Supervening Event or form the basis for a damages claim by either Party against the other; and
- b. each Party's only remedy shall be to:
  - i. take action as permitted under this Agreement to rectify or mitigate the effects of such circumstance or event;
  - ii. if applicable, exercise its rights to pursue severance and/or substitution of any invalid clause, condition, term, provision, section, subsection or part of this Agreement pursuant to Section 42.3;
  - iii. pursue a Termination by Court Ruling; and/or
  - iv. exercise its rights pursuant to Section 43.3.

#### **5.5. Survival of Representations and Warranties**

Pursuant to Section 41, each Party's liability with respect to its representations and warranties made pursuant to Section 5.1, or thereafter repeated pursuant to this Agreement, shall survive the end of the Term.

### **6. FINANCIAL CLOSE**

#### **6.1. Financial Close Process**

The Parties agree to comply with their respective obligations with respect to the achievement of Financial Close pursuant to Schedule 1 (*Financial Close*).

#### **6.2. Achievement of, or Failure to Achieve, Financial Close**

- 6.2.1. Achievement of Financial Close shall have the effects set out in Schedule 1 (*Financial Close*).
- 6.2.2. A failure to achieve Financial Close by the Financial Close Deadline Date shall have the effects set out in, and may result in termination of this Agreement pursuant to, Section 5 of Schedule 1 (*Financial Close*).

### **7. GRANT OF RIGHTS AND PROJECT LICENSE**

#### **7.1. Grant of Right to Develop Project**

Subject to the terms and conditions of this Agreement:

- a. the Enterprises hereby grant to Developer the exclusive right to design, construct, finance, operate and maintain the Project in each case pursuant to this Agreement; and
- b. Developer accepts such right and acknowledges its obligations under this Agreement, in each case during the Term.

#### **7.2. Developer's Project License**

##### **7.2.1. Grant of Project License**

- a. Subject to the terms and conditions of this Agreement:
  - i. the Enterprises grant to Developer a license (the "Project License") over, under, upon and in the Right-of-Way, and any Additional Right-of-Way, for the sole purpose of exercising its rights and performing its obligations under this Agreement pursuant to the terms hereof; and
  - ii. Developer acknowledges and accepts such Project License.
- b. Without limiting Developer's conditional, limited rights to obtain early access to and use of (but, for certainty, not Possession of) ROW Parcels pursuant to Section 1.2 of Schedule 18 (*Right-of-Way*), the Enterprises shall deliver, and Developer shall be entitled to have, Possession of:

- i. each ROW Parcel on and from the Possession Date specified in the Notice of Possession with respect to such ROW Parcel until such ROW Parcel's Project License End Date; and
- ii. any Additional ROW Parcel on and from the Possession Date specified in the Notice of Possession with respect to such Additional ROW Parcel until such Additional ROW Parcel's Project License End Date,

without prejudice to Developer's rights arising as a result of the occurrence of any Compensation Event as described in paragraph b. of the definition thereof in Part A of Annex A (Definitions and Abbreviations) and, for certainty, subject to such rights and restrictions of access and use of certain third parties that fall within the definition of Possession in Part A of Annex A (Definitions and Abbreviations) from time to time during the Term.

- c. The Project License shall automatically be revoked upon the occurrence of the end of the Term.
- d. The Enterprises may, in their discretion, by not less than 180 Calendar Days' notice to Developer, terminate the Project License with respect to the ROW Parcels (or any part thereof) on which the Maintenance Yard is located in the event that the Enterprises or CDOT require the use of such ROW Parcels (or part thereof) in connection with the development of the ultimate planned-for improvements to the I-70 East corridor as described in the FEIS. Developer shall, without limiting its other obligations under this Agreement, cooperate and coordinate with the transfer of such ROW Parcels (or any part thereof) to the Enterprises, CDOT or any other Person designated by the Enterprises. Developer shall not be entitled to any compensation, extension of time and/or relief with respect to any exercise by the Enterprises of their rights pursuant to this Section 7.2.1.d.<sup>2</sup>

#### 7.2.2. Sublicensing

Developer shall have the right to issue sub-licenses under the Project License to Subcontractors as necessary to carry out Developer's obligations under this Agreement.

#### 7.2.3. Limitations and qualifications on the grant of rights and Project License

- a. The Project License is personal property, and not an interest in real property, and shall not be recorded in the City of Denver's Clerk and Recorder's Office or in any other county.
- b. Developer shall not use any part of the Site, or exercise its rights with respect to the Project License, in either case, for any purpose other than carrying out its obligations under this Agreement.
- c. Developer's interest in the Right-of-Way, and any Additional Right-of-Way, is limited by the Project License and the other terms and conditions of this Agreement. Developer is not and shall not be, and shall not be treated as or be deemed to be, the legal or equitable owner of the Right-of-Way, or any Additional Right-of-Way, in whole or in part, for any purpose.
- d. This Agreement does not, and shall in no way be deemed to, constitute a lease (regardless of the characterization of such lease, including as an operating lease or a financing lease) to Developer or, except as expressly provided in Section 7.1, a grant (regardless of the characterization of such grant, including by way of easement, purchase option, conveyance, lien or mortgage), in each case, of any right, title, interest or estate, including any fee simple, leasehold estate, easement or property interest of any kind, in or to the Right-of-Way, any Additional Right-of-Way, the Project or of any Assets incorporated into, or appurtenant to, the Project.

<sup>2</sup> This Section 7.2.1.d will only be included if the Preferred Proposer elects to use the Maintenance Yard.

- e. Without limiting its rights under this Agreement arising as a result of the occurrence of any Compensation Event as described in paragraph b. of the definition thereof in Part A of Annex A (Definitions and Abbreviations), Developer acknowledges and agrees that its Possession of each ROW Parcel and any Additional ROW Parcel pursuant to Section 7.2.1.b is subject to the rights and restrictions of access and use of certain third parties that fall within the definition of Possession in Part A of Annex A (Definitions and Abbreviations) from time to time during the Term. Developer shall reasonably facilitate access to and through the Site by all Persons with such rights of access and use, and shall not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate or make more difficult such rights of access and use.

### **7.3. Ownership and Liability**

#### **7.3.1. Right-of-Way**

All of the Right-of-Way, and any Additional Right-of-Way, shall be held or acquired, as applicable, in the name of CDOT (or in such other name(s) as the Enterprises may otherwise determine in their discretion). Subject to the terms of this Agreement, the Enterprises reserve to themselves and their designees, including CDOT, the rights of use, occupancy and, as applicable, ownership over, under, upon and in the Right-of-Way and any Additional Right-of-Way.

#### **7.3.2. Developer's responsibilities**

Following either Developer's right of Possession extending to a ROW Parcel or any Additional ROW Parcel pursuant to Section 7.2.1.b (and for such period of time as Developer is entitled to have Possession thereto pursuant to such Section), or Developer's acquisition of any interest or right with respect to any Temporary Property or Permit Area (and for such period of time as such interest or right is maintained), Developer shall (as among the Parties):

- a. have sole responsibility for such part of the Site (and for all Elements located thereon), including risk of damage and loss; and
- b. bear any costs and expenses incurred in relation to such part of the Site (and in relation to all Elements located thereon), including all fees, expenses and taxes associated with such part of the Site,

in each case subject to the express terms of this Agreement.

#### **7.3.3. Transfer of Ownership**

- a. With respect to any part of any Element that is to be affixed to any ROW Parcel or any Additional ROW Parcel (or any infrastructure already affixed thereto) as part of the Project, ownership of and title to each such part shall automatically vest in CDOT (or, in the Enterprises' discretion, their designee) free from all Encumbrances, other than Permitted Encumbrances, immediately upon such part being affixed thereto.
- b. Any Work Product created and/or delivered by Developer under the terms of this Agreement (or by the Preferred Proposer in accordance with the ITP), including all property interests therein, shall be considered "works made for hire" pursuant to Law and, accordingly, shall be the property of the Enterprises, excluding only:
  - i. the Financial Model;
  - ii. any Project Records that are exempt from disclosure in compliance with CORA and other Laws applicable to the disclosure of Public Records, but only to the extent identified, with the Enterprises' Approval, in the disclosure protocol otherwise Accepted by the Enterprises pursuant to Section 20.1.2 as being excluded from the application of this Section 7.3.3.b; and
  - iii. any Proprietary Intellectual Property.

- c. Notwithstanding Section 7.3.3.a:
  - i. the vesting of ownership of and title to any part of any Element pursuant to Section 7.3.3.a and any Work Product pursuant to Section 7.3.2.b shall not imply acceptance of such part by the Enterprises (or by such part's current or future owner) as to the compliance of such part with the requirements set out in this Agreement, nor shall Developer be relieved of its obligation to comply with any of its obligations under this Agreement with respect to such Element or such Work Product, as applicable, the Work or otherwise; and
  - ii. subject to the terms of this Agreement, the risk of loss or damage to such part of any Element and any Work Product held by Developer shall remain with Developer pursuant to Section 7.3.2.
- d. Developer shall not do any act or thing that will create any Encumbrance (other than with respect to any Element or other real property, a Permitted Encumbrance) against any Element (or part thereof), any Work Product or any part of the Right-of-Way or of any Additional Right-of-Way, and shall promptly remove any such Encumbrance (including such a Permitted Encumbrance that falls within paragraph b. of the definition thereof in Part A of Annex A (Definitions and Abbreviations), but excluding any other Permitted Encumbrances), unless such Encumbrance came into existence as a result of an act of or omission by the Enterprises or CDOT, or a Person claiming through any of them, which in turn was not caused by an act or omission of Developer or any other Developer-Related Entity.

## **PART C: OBLIGATIONS TO DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND HANDBACK THE PROJECT**

### **8. DEVELOPER'S PROJECT OBLIGATIONS**

#### **8.1. General Undertakings**

- 8.1.1. Developer hereby undertakes to perform the Work pursuant to and in compliance with:
- a. the terms, conditions and requirements of this Agreement, including each of the Schedules;
  - b. the Project Standards;
  - c. Law;
  - d. all Governmental Approvals and all Permits in effect from time to time; and
  - e. Good Industry Practice.
- 8.1.2. Furthermore, Developer hereby undertakes that it shall:
- a. not adopt or, once adopted, change its legal form or name of organization without the Enterprises' prior consent, such consent:
    - i. in the Enterprises' discretion, if such change would adversely affect the Enterprises' rights, obligations or interests under this Agreement or with respect to the Project; and
    - ii. otherwise, not to be unreasonably withheld;
  - b. not carry out any business or other activities other than business and activities solely related to the performance of its obligations pursuant to this Agreement in relation to the Project;
  - c. not permit any other Person to carry out any business activities on the Site or in relation to the Project, except as expressly permitted by this Agreement;
  - d. not commit or otherwise facilitate, and not permit any other Developer-Related Entity to commit or otherwise facilitate, the commission of any Prohibited Acts; and
  - e. subject to any rights of Developer arising as a result of the occurrence of any Supervening Event, bear all risk, including of delay and/or increased cost, resulting from or arising out of any differences between its design for any portion of the Project and the Reference Design.
- 8.1.3. Without limiting its other obligations under this Agreement, Developer shall use Reasonable Efforts to cooperate and coordinate with the Enterprises, CDOT and all other Governmental Authorities with jurisdiction in matters relating to the Work, including their review, inspection and oversight of the Project as contemplated herein, in accordance with any Law granting such jurisdiction or as contemplated by any of the Third Party Agreements.

#### **8.2. Assumption of Risk and Responsibility**

Except to the extent otherwise expressly provided for in this Agreement (including as the result of the occurrence of any Supervening Event), all risks, costs and expenses in relation to the performance by Developer of its obligations under this Agreement and the Work are allocated to, and accepted by, Developer as its entire and exclusive responsibility. As among the Parties, Developer shall be solely responsible for the selection, pricing and performance of all Subcontractors and all other Persons for whom or for which Developer is responsible by contract or pursuant to Law, and for the acts, defaults, omissions, breaches and negligence of the same, as fully as if any such acts, defaults, omissions, breaches or negligence were those of Developer.

**8.3. Federal and State Requirements**

## 8.3.1. Compliance with Federal requirements

- a. Developer shall, and shall ensure that in respect of the Project and the Work each of its Subcontractors and each of their respective Subcontractors shall, comply with all Federal Law requirements applicable to transportation projects that receive Federal credit or funds, including the requirements set out in Schedule 15 (*Federal and State Requirements*).
- b. In the event of any conflict between any applicable Federal Law requirement and the other requirements of this Agreement, Section 2.4.2.a.x shall apply.

## 8.3.2. False or fraudulent statements and claims

- a. Developer recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and the US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions under this Agreement.
- b. Accordingly, by signing this Agreement, Developer certifies and affirms the truthfulness and accuracy of any claim, statement, submission or certification it has made, it makes, or it may make pertaining to this Agreement.
- c. Developer acknowledges that, if it makes a false, fictitious or fraudulent claim, statement, submission or certification, then, in addition to any other penalties that may be applicable, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., on Developer to the extent the Federal government deems appropriate.

## 8.3.3. Federal status of Project

- a. Developer acknowledges that:
  - i. the FHWA has designated the Project as a "Major Project" under 23 U.S.C. § 106, which designation requires submission by the Enterprises to, and approval by, FHWA of a project management plan and an annually updated finance plan as provided in 23 U.S.C. § 106(h); and
  - ii. portions of the Project are and will be part of the National Highway System, as defined in 23 CFR § 470.
- b. Accordingly, Developer acknowledges and agrees that the Enterprises may submit documents based on or including Project Records to the FHWA in order for the Enterprises to comply with the requirements of 23 U.S.C. § 106(h).

## 8.3.4. Emergency Repair Work

- a. As a condition to receiving payment of any Change in Costs for performing Emergency Repair Work as a result of the occurrence of any Compensation Event as described in paragraphs c., (with respect to relevant Public Safety Orders), d., e. and f. of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*), Developer shall competitively bid and contract for such Emergency Repair Work as FHWA's or FEMA's or any other equivalent Governmental Authority's applicable regulations, policies or procedures may require in order for the Enterprises to obtain reimbursement for eligible costs.
- b. Developer shall:
  - i. ensure that any Emergency Repair Work is performed pursuant to the requirements of this Agreement, Law and FHWA's, FEMA's and any other equivalent Governmental Authority's applicable regulations, policies or procedures, including (as applicable) the FHWA's "Emergency Relief Manual"; and

- ii. maintain estimates, cost records and supporting documentation pursuant to such applicable regulations, policies or procedures, and otherwise in form and substance as reasonably required by the Enterprises.
- c. Without limiting Developer's obligations under Sections 8.3.4.a and 8.3.4.b, the Enterprises may, in their discretion, provide oversight of Emergency Repair Work as may be required by FHWA, FEMA or any other equivalent Governmental Authority, or by Law, to preserve eligibility for reimbursement of eligible costs.

#### 8.3.5. Restrictions on communications with FHWA and US DOT

Developer shall only communicate with the FHWA and the US DOT in relation to the Project and the Work indirectly through the Enterprises, except for direct communications:

- a. with respect to the TIFIA Financing;
- b. as required by Law;
- c. expressly permitted or required by this Agreement; or
- d. made with the Enterprises' prior Approval,

in each of which cases Developer shall provide the Enterprises with regular and reasonably detailed written updates regarding such communications.

### 8.4. Governmental Approvals and Permits

#### 8.4.1. Department Provided Approvals

The Department Provided Approvals were obtained prior to the Agreement Date by CDOT and, subject to Section 8.4.3.b, shall be maintained by the Enterprises, acting in coordination with CDOT, at their cost and expense (excluding any cost or expense borne by Developer pursuant to Section 8.4.3.b).

#### 8.4.2. Developer's responsibility to obtain Governmental Approvals and Permits

- a. Subject to Section 8.4.4.a, Developer shall be responsible for obtaining all Governmental Approvals (other than the Department Provided Approvals) and all Permits, and for arranging any necessary amendments to any Governmental Approvals (including, pursuant to Section 8.4.3.b, Department Provided Approvals) and any Permits, in each case as necessary to perform its obligations hereunder at the time and in the manner when they fall due for performance.
- b. Without limiting its obligations under Section 19.1, Developer shall deliver to the Enterprises copies of all Governmental Approvals and Permits for which it is responsible pursuant to Section 8.4.2.a (and copies of any modifications, renewals, extensions and waivers to or of any thereof) promptly following receipt by Developer of the same.
- c. Developer's obligations under Section 8.4.2.a shall not be limited by any Law placing responsibility for the same upon either or both of the Enterprises, CDOT or another Person.

#### 8.4.3. Process for obtaining and modifying Governmental Approvals

- a. Prior to submitting an application for any Governmental Approval or Permit (or for any proposed termination, modification, renewal, extension or waiver of a Governmental Approval or Permit) to:
  - i. the FHWA; or
  - ii. any Person with respect to all such submissions that involve a Department Provided Approval,

Developer shall first submit the same, together with any supporting environmental or other studies, analyses and data, to the Enterprises for Approval. Developer shall submit

each other application for a Governmental Approval or Permit (or for any proposed termination, modification, renewal, extension or waiver of a Governmental Approval or Permit) to the Enterprises in accordance with Section 5(a) of Schedule 9 (Submittals).

- b. Subject to Developer's rights arising as a result of the occurrence of any Supervening Event, as between the Enterprises and Developer, Developer shall perform all necessary actions and shall bear all risk of delay and/or all risk of cost and expense, in either case, associated with Governmental Approvals (including, for certainty, Department Provided Approvals) and with Permits, including:
- i. without limiting the Enterprises', CDOT's and FHWA's rights to independently evaluate all environmental and other studies and documents and fulfill the other responsibilities assigned to them by 23 CFR Part 771, conducting all necessary environmental or other studies and preparing all necessary environmental or other documents in compliance with Law (provided that the Enterprises may, in their discretion, elect to conduct any such studies or to prepare any such documents at Developer's cost);
  - ii. obtaining and complying with all necessary new Governmental Approvals and Permits, or all necessary modifications, renewals and extensions of existing Governmental Approvals and Permits, or of pending applications for Governmental Approvals and Permits; and
  - iii. all risk and cost of litigation,
- where such risk of delay and/or risk of cost and expense:
- iv. relates to:
    - A. a Governmental Approval that is not a Department Provided Approval; or
    - B. a Permit; or
  - v. relates to any Governmental Approval (including any Department Provided Approval) or any Permit and results from:
    - A. any differences between Developer's design and the Reference Design;
    - B. differences between the design, construction, operations and/or maintenance means and methods Developer chooses for any portion of the Project and those set out, referred to or contemplated in any Governmental Approval (including, for certainty, any Department Provided Approval) or Permit, or in the application for any Governmental Approval or Permit;
    - C. the acquisition of any Additional ROW Parcel, Developer-risk Permit Area or Temporary Property Rights; and/or
    - D. any breach of Law, Governmental Approval, Permit or this Agreement, or fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of any Developer-Related Entity.
- c. If Developer is unable to obtain, modify, renew or extend any Governmental Approval or Permit for which it is responsible pursuant to Section 8.4.2.a, then Developer shall promptly notify the Enterprises and proceed or continue to design, build, operate and maintain the Project according to the requirements of this Agreement and the design, construction, operations and maintenance means and methods set out, referred to or contemplated in the Department Provided Approvals, and any other Governmental Approvals and any Permits that have been or are subsequently obtained. No such inability shall:
- i. constitute a Supervening Event or other legal or contractual basis for any claim or relief hereunder by or for Developer to the extent that the cause of, or reason

for, such inability does not otherwise constitute a Supervening Event or such other basis for any claim or relief; or

- ii. be, or be deemed to be, a breach by the Enterprises of this Agreement, including of any of the representations and warranties made by each of them pursuant to Section 5.1.2 or, pursuant to Sections 2.2(b) and 2.3(a) of Schedule 1 (Financial Close), subsequently repeated.

#### 8.4.4. Enterprise assistance in obtaining and modifying Governmental Approvals and Permits

- a. The Enterprises shall, at the reasonable request of Developer, where necessary to obtain, modify, renew or extend any Governmental Approval or Permit for which Developer is otherwise responsible pursuant to Section 8.4.2.a, use Reasonable Efforts to:
  - i. execute (or, as applicable, facilitate execution by CDOT of) such documents as can only be executed by the Enterprises or, as applicable, CDOT;
  - ii. make such applications (or, as applicable, facilitate such applications by CDOT), either in its own name or jointly with Developer, as can only be made by the Enterprises or, as applicable, CDOT, or in joint names of Developer and the Enterprises or, as applicable, CDOT; and
  - iii. attend meetings and cooperate with any relevant Governmental Authority, Utility Owner or Railroad as reasonably requested by Developer (or, as applicable, facilitate such attendance and cooperation by CDOT), in each case within a reasonable period of time after being requested to do so by Developer.
- b. Subject to any pre-agreed scope of Work and budget and to any rights of Developer that arise as a result of the occurrence of any Supervening Event, Developer shall fully reimburse the Enterprises for all costs and expenses they and, as applicable, CDOT, incur in providing cooperation and assistance pursuant to Section 8.4.4.a, provided that, except to the extent provided pursuant to Section 8.4.3.b, Developer shall not be responsible for the payment of the Enterprises' and, as applicable, CDOT's costs and expenses incurred in obtaining, modifying, renewing or extending any Department Provided Approval.

### 8.5. Third Party Agreements

#### 8.5.1. Compliance with Third Party Agreements and performance of related Work

Developer shall not, and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall not, take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate or make more difficult the performance by any party to a Third Party Agreement of its obligations thereunder.

#### 8.5.2. Restrictions on new third party agreements

- a. The Enterprises may, in their discretion and at any time, by notice to Developer require Developer to comply with the terms (to the extent specified in such notice) of an agreement that is not prior to such notice a Third Party Agreement and to which either or both of the Enterprises and/or CDOT is a party with:
  - i. any Governmental Authority, Utility Owner or Railroad; or
  - ii. any property owner or other Person:
    - A. having jurisdiction over any aspect of the Project or Work; or
    - B. having any property interest affected by the Project or the Work,

and, following delivery of any such notice, such agreement shall become a "Third Party Agreement" for purposes of this Agreement.

- b. Developer shall not, without the Enterprises' prior Approval, enter into, and shall ensure that no other Developer-Related Entity enters into, any agreement with any Person referred to in Section 8.5.2.a.i or 8.5.2.a.ii, that in any way purports to, or reasonably could be interpreted to, obligate the Enterprises, CDOT or the State.

## **8.6. Compliance with Project Standards**

### **8.6.1. Monitoring of Project Standards**

- a. Developer shall, and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall, monitor and familiarize themselves with changes or additions to, or replacements of, the Project Standards (in the case of Subcontractors, to the extent applicable to their portion of the Work).
- b. Developer shall notify the Enterprises of any change or addition to, or replacement of, any Project Standard promptly after it becomes aware of such change, addition or replacement.

### **8.6.2. Changes, additions or replacements to or of Project Standards**

- a. Subject to Section 8.6.2.b, Developer shall not be required to comply with any change or addition to, or replacement of, a Project Standard, except pursuant to an Enterprise Change documented in a Change Order or a Directive Letter.
- b. If and to the extent that compliance by Developer with any change or addition to, or replacement of, a Project Standard is required for Developer's continued compliance with Law (the burden of establishing which shall be on Developer), but without limiting Developer's obligation to at all times comply with Law, the Enterprises shall be required to issue an Enterprise Change Notice to require compliance by Developer with such change or addition to, or replacement of, a Project Standard.
- c. Notwithstanding any Enterprise Change documented in a Change Order or a Directive Letter in relation to any change or addition to, or replacement of, an O&M Standard, Developer shall only be entitled to compensation for Change in Costs resulting from any such Enterprise Change if and to the extent that:
  - i. such Enterprise Change:
    - A. is initiated to conform the O&M Standards with a Discriminatory Change in Law or a Qualifying Change in Law;
    - B. requires Developer to incur any expenditure that would be treated as a capital expenditure in accordance with GAAP; or
    - C. is materially more onerous as applied to the Project, Developer or any Principal Subcontractor than the application thereof to (I) Similar Projects of either Enterprise or CDOT or (II) the principal contractors responsible for such projects; and
  - ii. does not arise as a result of or is not made in response to any breach of Law, Governmental Approval, Permit or this Agreement, or fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of any Developer-Related Entity.

## **9. DEVELOPER'S CONSTRUCTION PERIOD OBLIGATIONS**

### **9.1. Obligation to Perform Construction Work; Restrictions on Construction Work**

- a. Developer shall perform:
  - i. the NTP1 Work on and from (but (other than, for certainty, conducting preparatory activities that, after issuance of NTP1, will comprise NTP1 Work) not prior to) the date of issuance of NTP1;

- ii. subject to Section 9.1.a.i, all the Construction Work and all the O&M Work During Construction (other than the performance of Snow and Ice Control Services) on and from (but not prior to) the date of issuance of NTP2; and
- iii. Snow and Ice Control Services, on and from the Snow and Ice Control Commencement Date (subject to any obligation of Developer to perform such services prior to such date pursuant to Section 2.2.2.b of Schedule 11 (*Operations and Maintenance Requirements*)).

pursuant to and in compliance with the terms, conditions and requirements of this Agreement.

- b. Developer shall not perform any Construction Work on any part of the Right-of-Way (or of any Additional Right-of-Way) that is outside the ROD Construction Limits without the Enterprises' Approval.

## **9.2. Schedule Management, Completion and Commissioning**

### **9.2.1. Milestone Completion, Substantial Completion and Final Acceptance**

- a. Developer shall achieve:
  - i. Substantial Completion by the Baseline Substantial Completion Date (and by doing so, achieve Milestone Completion of each Payment Milestone), following which it will cease to perform the O&M Work During Construction and, pursuant to Section 10, begin to perform the O&M Work After Construction; and
  - ii. Final Acceptance by the Final Acceptance Deadline Date.
- b. The Baseline Substantial Completion Date and the Final Acceptance Date shall only be extended pursuant to this Agreement as agreed or determined either pursuant to a Change or following the occurrence of a Supervening Event.

### **9.2.2. Project Schedule**

Notwithstanding anything to the contrary in this Agreement, including Section 9.2.1.a, and without prejudice to the rights of the Enterprises:

- a. that arise as a result of the Noncompliance Event specified in item 2.32 in Table 6A.2; or
- b. that arise as a result of the occurrence of Developer Default number (6) in Section 32.1.1,

Developer's failure to comply with the Project Schedule (including its failure to comply with Sections 9.2.1.a.i or 9.2.1.a.ii) in carrying out the Construction Work shall not constitute a breach of this Agreement or a Developer Default.

### **9.2.3. Float**

- a. Float shall be considered as a jointly owned, expiring resource available to the Project for the benefit of all Parties (and not for the exclusive benefit of either the Enterprises or Developer), available to each of them as needed to absorb delays caused by Supervening Events or other events to achieve interim completion dates and deadlines set out in the Project Schedule and, ultimately, to achieve Milestone Completion of each Payment Milestone by the relevant Milestone Completion Target Date, Substantial Completion by the Baseline Substantial Completion Date and Final Acceptance by the Final Acceptance Deadline Date.
- b. Notwithstanding Section 9.2.3.a, Float shall not be available to the Enterprises to absorb delays caused by the occurrence of a Compensation Event as described in paragraphs a., b., d., e., g.ii., i., m. or n. of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*).

**9.3. Payment and Performance Security**

## 9.3.1. Obligation to obtain and maintain Contractor Bonds

- a. Developer shall deliver to the Enterprises Contractor Bonds with respect to:
  - i. collectively, the Construction Work and the O&M Work During Construction; and
  - ii. the O&M Work After Construction,in each case as and when required pursuant to Schedule 3 (Commencement and Completion Mechanics).
- b. Thereafter, Developer shall ensure that each such Contractor Bond shall remain in full force and effect, and in full compliance with the definition of Contractor Bond set out in Part A of Annex A (Definitions and Abbreviations), provided that, subject to Sections 9.3.1.c and 9.3.3 and the terms of the Principal Subcontractor Direct Agreements, promptly following the earlier of the Termination Date and:
  - i. the Final Acceptance Date, the Enterprises shall release or return to Developer each Contractor Bond delivered pursuant to Section 9.3.1.a.i; and
  - ii. the Expiry Date, the Enterprises shall release or return to Developer each Contractor Bond delivered pursuant to Section 9.3.1.a.ii.
- c. Notwithstanding Section 9.3.1.a, Developer acknowledges and agrees that, to the extent required by Law in connection with Work to be performed during the Term, or as otherwise required in connection with a Change, Developer shall obtain and maintain additional Contractor Bonds in such amounts, for such periods of time and in such form (if any) as required by Law or in connection with a Change. The Enterprises shall release or return to Developer any such additional Contractor Bond at the end of the relevant period during which Developer is obligated to obtain and maintain such Contractor Bond.

## 9.3.2. Methods of providing Contractor Bonds

Developer may, in its discretion (but subject always to compliance with any Law referred to in Section 9.3.1.c), satisfy its obligations to provide Contractor Bonds under Sections 9.3.1.a and 9.3.1.c by:

- a. procuring such Contractor Bonds directly so that such bonds are security for:
  - i. Developer's performance obligations to the Enterprises under this Agreement; and
  - ii. Developer's payment obligations to Subcontractors and laborers,in which case the Enterprises shall be the primary obligees under such Contract Bonds; or
- b. procuring such Contractor Bonds from its Principal Subcontractors so that such bonds are security for:
  - i. such Principal Subcontractor's performance obligations to Developer under its Subcontract; and
  - ii. such Principal Subcontractor's payment obligations to lower tier Subcontractors and to laborers,in which case Developer shall be the primary obligee under such Contractor Bonds and the Enterprises shall be, and the Lenders or their Collateral Agent may be, additional obligees.

### 9.3.3. Payment and Performance Security following Developer Default

Upon the occurrence of a Developer Default and expiration, without full and complete cure, of the applicable Developer Default Cure Period (subject to extension pursuant to Section 32.1.2), if any, the Enterprises shall, subject to the terms of the Lenders Direct Agreement, be entitled in their discretion to make demand upon and enforce any Contractor Bond in accordance with its terms. Any such demand shall not waive, or release Developer from, any obligations under this Agreement. The Enterprises will apply the proceeds of any such action to the satisfaction of Developer's obligations under this Agreement, including payment of amounts due to the Enterprises.

## 9.4. Warranties and Liability for Defects

### 9.4.1. Warranties

Developer warrants that each Warrantied Element:

- a. shall be designed, constructed and completed in a manner that:
  - i. complies with Good Industry Practice; and
  - ii. meets or exceeds all other applicable requirements of this Agreement;
- b. shall, except as otherwise expressly permitted under this Agreement, be comprised of new materials; and
- c. shall be of good quality and free from faults and Defects,

(a., b. and c., together with the Additional Warranties, the "Warranties"). For certainty, all provisions of this Section 9.4 shall apply to the Additional Warranties, except to the extent expressly specified otherwise.

### 9.4.2. Warranty Beneficiaries

- a. In addition to the Enterprises, the Warranties (other than the Additional Warranties) are for the express benefit of CDOT, the City of Denver, Denver Public Schools and the Cover Maintainer (such third parties together, the "Warranty Beneficiaries") with respect to those Warrantied Elements to be respectively operated and/or maintained by them, and Developer agrees that the Enterprises shall have the right to enforce such Warranties on behalf of any Warranty Beneficiary to recover any Loss suffered by such Person.
- b. The rights and remedies of the Enterprises arising with respect to any breach of the Warranties shall not limit Developer's liability or responsibility, or the Enterprises' rights and remedies, under this Agreement or Law with respect to the Work, including with respect to any Defect, Nonconforming Work, Noncompliance Event, Non-Permitted Closure, breach, fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence

### 9.4.3. Warranty Period

- a. Subject to Section 9.4.3.b:
  - i. the Warranties (other than the Additional Warranties) shall remain in effect until the first anniversary (or, with respect to Warranties for the benefit of Denver Public Schools or the Cover Maintainer, the second anniversary) of the Final Acceptance Date; and
  - ii. the Additional Warranties shall each remain in effect until the expiry date of the applicable warranty period, which period shall comply with Schedule 10 (Design and Construction Requirements),in the case of each Warranty, the "Warranty Period".

- b. Following Approval by the Enterprises of any work performed to remedy a Defect or any other breach of the Warranties in relation to a Warranted Element, the Warranties as to each affected part of a Warranted Element shall automatically extend beyond the original Warranty Period to the extent less than one year remains of such original period, such that each affected part of such Warranted Element shall have a one-year extended Warranty Period ending on the first anniversary of the completion of such remedial work.

#### 9.4.4. Developer obligation to remedy Warranted Elements

- a. Developer shall (at its own risk, cost and expense, including the risk, cost and expense of associated design work) promptly (and, to the extent applicable, no later than any required date of completion specified in any Warranty Defects List) investigate, repair, replace or otherwise correct and fully remedy any Defect in the Warranted Elements or any other breach of the Warranties notified to it by the Enterprises prior to the expiry of the applicable Warranty Period (including, for certainty, as such period may be extended pursuant to Section 9.4.3). The Enterprises shall be entitled to take action to investigate, repair, replace or otherwise correct and fully remedy any Defect in the Warranted Elements and any other breach of the Warranties pursuant to Section 23.4.1.c if Developer fails to comply with its obligations pursuant to this Section 9.4.4.a.
- b. Developer acknowledges and agrees that the Enterprises, CDOT and each Warranty Beneficiary may perform work on any Warranted Element during the Warranty Period, to the extent they or it otherwise have or has rights to do so, without voiding any Warranty, provided that Developer:
  - i. shall not be liable for any Defect or any other breach of the Warranties caused, or to the extent exacerbated by, such work; and
  - ii. does not hereby waive any defenses, rights, claims or remedies to which it may otherwise be entitled as a result of such work.

#### 9.4.5. Warranty Defects List

- a. At any time prior to the expiry of the applicable Warranty Period (including, for certainty, as extended pursuant to Section 9.4.3) the Enterprises and, with respect to any Warranted Element maintained by it, each Warranty Beneficiary shall, in their discretion, have the right to access and conduct an inspection of each Warranted Element. Following such inspection, the Enterprises, in consultation with any relevant Warranty Beneficiary, shall have the right, but not the obligation, to identify Defects in relation to the relevant Warranted Element or any other breaches of the Warranties and to prepare and deliver to Developer a list of such Defects and breaches (the “Warranty Defects List”) and a required date of completion of the required Warranty work, provided that any such list shall be delivered to Developer prior to the expiry of the applicable Warranty Period.
- b. Developer shall notify the Enterprises within 10 Working Days of receipt of any Warranty Defects List whether it agrees with or disputes the contents of such Warranty Defects List. If Developer fails to provide such notice within such period, then Developer shall be deemed to agree with the contents and requirements of such Warranty Defects List.
- c. Developer shall reimburse the Enterprises (and, at the Enterprises’ direction, any applicable Warranty Beneficiary) for all reasonable costs and expenses incurred in conducting an inspection pursuant to this Section 9.4.5, or otherwise pursuant to this Agreement, that identifies a Defect in the Warranted Elements or any other breach of the Warranties.

#### 9.4.6. Standard Warranties

In addition to the Warranties, Developer shall in accordance with Good Industry Practice use Reasonable Efforts to procure for itself customary supplier, manufacturer and other third party warranties. Developer shall use Reasonable Efforts to ensure that such warranties as are in

effect from time to time are fully transferrable and assignable to the Enterprises upon the Expiry Date or, if earlier, the Termination Date.

#### **9.5. Assignment of Certain Causes of Action**

Developer agrees to assign to the Enterprises all rights, title, and interest in and to all causes of action Developer may have under Section 6 of the Clayton Act (15 U.S.C. § 15) or under comparable State Law, arising from purchases of goods, services or materials pursuant to this Agreement. This assignment shall be made and become effective automatically upon payment of the Substantial Completion Payment, without further acknowledgment by the Parties.

#### **10. DEVELOPER'S OPERATING PERIOD OBLIGATIONS**

Developer shall perform the O&M Work After Construction from and after the Substantial Completion Date pursuant to and in compliance with the terms, conditions and requirements of this Agreement.

#### **11. PAYMENTS IN CONSIDERATION OF WORK PERFORMED**

##### **11.1. Milestone Payments**

The Enterprises shall pay the Milestone Payments to Developer in accordance with Part 1 of Schedule 4 (Payment) and Schedule 5 (Milestone Payment).

##### **11.2. Performance Payments**

The Enterprises shall pay the Performance Payments to Developer in accordance with Part 2 of Schedule 4 (Payment) and Schedule 6 (Performance Mechanism).

#### **12. COOPERATION AND COORDINATION WITH RELATED TRANSPORTATION FACILITIES DURING THE TERM**

##### **12.1. Duty to Cooperate and Coordinate**

Without limiting its other obligations under this Agreement, Developer shall:

- a. cooperate and coordinate with the Enterprises, CDOT and any relevant third party (including the City of Denver in relation to the Denver Planned Projects) as reasonably requested by the Enterprises, with regard to the design, construction, operation and/or maintenance of, respectively, the Project and the Related Transportation Facilities, including with regard to Department-Retained O&M Work, and
- b. otherwise use Reasonable Efforts in order to minimize any adverse impact:
  - i. on the Work or the operation of the Project as a result of the design, construction, operation and/or maintenance of any Related Transportation Facility, including with regard to Department-Retained O&M Work; and
  - ii. on any Related Transportation Facility, including (A) with regard to Department-Retained O&M Work and (B) any Other Department Project, as a result of the Work.

##### **12.2. Compatibility and Integration with Related Transportation Facilities**

Developer shall:

- a. as part of the Construction Work, locate, configure, design and construct the endpoints, interfaces, interchanges, ramps, intersections, crossings, entrances and exits of the Project so that the Project will be compatible and integrated with the location, configuration, design, operation and maintenance of, and provide a smooth, safe and orderly transition of traffic to and from, Known or Knowable Related Transportation Facilities (including the projects listed in Section 1.17 of Schedule 10 (Design and Construction Requirements), but excluding the Denver Planned Projects) in accordance

with Good Industry Practice to the extent possible in light of the Known or Knowable configuration, design and use of such facilities;

- b. as part of the O&M Work, provide for, facilitate and accommodate such compatibility, integration and transition with, to and from Related Transportation Facilities (including the projects specified in Section 1.17 of Schedule 10 (*Design and Construction Requirements*), but excluding the Denver Planned Projects) in accordance with Good Industry Practice to the extent possible in light of the Known or Knowable configuration, design and use of such facilities; and
- c. not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate or make more difficult the construction, operation and maintenance of any Related Transportation Facility.

### **12.3. Procurement of Other Department Projects**

12.3.1. In response to the Enterprises' written request, Developer shall inform the Enterprises within 20 Working Days of receipt of such request of all material facts or circumstances of which it is aware that might reasonably be expected to affect the procurement, design, construction, operation or maintenance of any Other Department Project, or any other Related Transportation Facility, in the light of the details concerning such project or facility that the Enterprises have provided to Developer or that are in the possession of any Developer-Related Entity.

12.3.2. If the Enterprises are preparing to issue or have issued any Other Department Project Procurement Materials or are otherwise seeking offers from any Person or negotiating with any Person in respect of any proposed Other Department Project, then Developer shall use Reasonable Efforts as the Enterprises may reasonably request to assist such procurement, including providing access to the Enterprises, CDOT and each of their respective designees to:

- a. each part of the Site for the purpose of surveying, inspecting or investigating the relevant parts thereof (provided that the Enterprises shall, and shall require that other parties requiring access at the Enterprises' request shall, at all times comply with all relevant site rules and safety regulations in relation to the Site); and
- b. Project Records, but only to the extent that the Enterprises may otherwise require Developer to deliver or to procure the delivery of such records under the terms of this Agreement,

in each case solely and to the extent necessary to procure and award the relevant Other Department Project.

12.3.3. If the Enterprises or CDOT award or otherwise undertake any Other Department Project other than with Developer, then Developer shall:

- a. use Reasonable Efforts to cooperate and coordinate with the Enterprises, CDOT and each of their respective designees engaged in such Other Department Project as required pursuant to Section 12.1;
- b. not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate or make more difficult such Other Department Project; and
- c. at reasonable times and upon reasonable notice, allow access to the Enterprises, CDOT and each of their respective designees to each part of the Site as is reasonably necessary to facilitate the carrying out of and interface with the Other Department Project (provided that the Enterprises shall, and shall require that CDOT and all other parties requiring access shall, at all times comply with all relevant site rules and safety regulations in relation to the Site), provided such access is not reasonably anticipated to adversely affect the Work,

provided that Developer shall not be required to take (or refrain from taking) any action that would reasonably be anticipated to adversely affect the Work or the carrying out of Developer's other obligations under this Agreement.

#### **12.4. Enterprises' Assistance**

The Enterprises shall:

- a. at reasonable times and upon reasonable notice, and subject to CORA, provide to Developer reasonable access to plans, surveys, drawings, specifications, reports and other documents and information in the possession of, or otherwise accessible by, the Enterprises pertaining to Related Transportation Facilities and Other Department Projects, including the ability for Developer, at its expense, to make copies of the same; and
- b. at Developer's request, use Reasonable Efforts to provide assistance to Developer in fulfilling its obligations under Sections 12.1 through 12.3, provided that in no event shall the Enterprises be required to bring any legal action or proceeding against any third party.

#### **12.5. Traffic Management**

12.5.1. Developer acknowledges that the Enterprises, CDOT, the City of Denver, Emergency Services and other Governmental Authorities with traffic management authority under Law, shall have, without obligation or liability to Developer, the right to conduct traffic management activities pursuant to standard practices and procedures in effect from time to time:

- a. on the Right-of-Way, any Additional Right-of-Way and any other part of the Site that is open for use by the traveling public;
- b. on any Related Transportation Facility; and
- c. in connection with any Other Department Project,

which activities shall not, for certainty, themselves constitute a Supervening Event.

12.5.2. Except in the case of an Emergency, the Enterprises shall use Reasonable Efforts to notify Developer in advance of any Person conducting any traffic management activities as permitted by Section 12.5.1 to the extent that the Enterprises are aware of such activities, provided that no such notice shall be required as to activities of which Developer is known by the Enterprises to be aware (whether due to prior notice, the terms of this Agreement or otherwise).

#### **13. HANDBACK**

Developer shall prepare to hand back the Project, and at the Expiry Date hand back the Project, in accordance with its obligations under Schedule 12 (*Handback Requirements*).

## PART D: CHANGES AND SUPERVENING EVENTS

### 14. CHANGE PROCEDURE

#### 14.1. Right to Initiate Changes

Subject to the limitations set out in Schedule 24 (*Change Procedure*), either Party may (and, with respect to the Enterprises, pursuant to Section 8.6.2.b shall) propose a Change by submitting a notice to the other Party. Such a notice:

- a. submitted by the Enterprises to Developer (an “Enterprise Change Notice”) shall be processed pursuant to Sections 1 and 3 of Schedule 24 (*Change Procedure*); and
- b. submitted by Developer to the Enterprises (a “Developer Change Notice”) shall be processed pursuant to Sections 2 and 3 of Schedule 24 (*Change Procedure*).

#### 14.2. Directive Letters

Pursuant to Section 1.4 of Schedule 24 (*Change Procedure*), the Enterprises may deliver a Directive Letter to Developer at any time after the Enterprises’ submission of a related Enterprise Change Notice to Developer.

### 15. SUPERVENING EVENTS

#### 15.1. Submission of Supervening Event Notices and Submissions

15.1.1. Developer shall (and shall ensure that each of its Principal Subcontractors shall) develop and maintain procedures pursuant to Good Industry Practice to anticipate, identify and notify the Enterprises (or, in the case of the Principal Subcontracts, Developer) of the occurrence of Supervening Events, provided that:

- a. such obligation, and Developer’s obligations under Sections 15.1.2 through 15.1.4, shall not apply to any Enterprise Change initiated pursuant to a Change Order); and
- b. Section 15.1.2.a shall not apply to any Enterprise Change initiated pursuant to a Directive Letter.

15.1.2. If Developer becomes aware or determines that a Supervening Event has occurred or is likely imminent, then, subject to Section 15.1.3, it shall:

- a. promptly, and in any event no later than five Working Days, after becoming aware of such occurrence or making such determination that such event is likely imminent submit to the Enterprises a notice in the form provided in Schedule 21 (*Forms of Supervening Event Notices and Submissions*) (a “Supervening Event Notice”); and
- b. thereafter, and to the extent a Supervening Event has occurred:
  - i. promptly, and in any event no later than 20 Working Days, after becoming aware of such occurrence submit to the Enterprises a submission in the form provided in Schedule 21 (*Forms of Supervening Event Notices and Submissions*) (a “Preliminary Supervening Event Submission”); and
  - ii. promptly after becoming aware of such occurrence, and in any event no later than the later of (A) 60 Working Days after becoming aware thereof and (B) 20 Working Days after the conclusion of such Supervening Event, submit to the Enterprises a submission in the form provided in Schedule 21 (*Forms of Supervening Event Notices and Submissions*) (a “Detailed Supervening Event Submission”),

provided that, for purposes of determining when Developer is required to submit any notice or submission under this Section 15.1.2, Developer shall be deemed to be aware of any Supervening Event on the date of its occurrence to the extent Developer failed to comply with its obligations under Section 15.1.1.

- 15.1.3. Developer may satisfy its obligation under Section 15.1.2.b.i by instead submitting a Detailed Supervening Event Submission promptly and in any event no later than the expiry of the applicable period that would have otherwise applied under Section 15.1.2.b.i.
- 15.1.4. After Developer submits any notice or submission to the Enterprises pursuant to Section 15.1.2 or 15.1.3, Developer shall promptly:
- a. notify the Enterprises if at any time it becomes aware of any further material information relating to the Supervening Event, to the extent that such information is new or renders information previously submitted materially inaccurate or misleading; and
  - b. following the Enterprises' reasonable request, submit to the Enterprises additional information related to the relevant Supervening Event.

## 15.2. Limitations on Supervening Event Submissions

### 15.2.1. Failure to provide timely notice

If Developer fails to comply with its obligations under any of Sections 15.1.2.a, 15.1.2.b and 15.1.4 within the applicable time period specified in such Sections, then Developer shall be deemed to have irrevocably and forever waived and released:

- a. subject to Section 15.2.1.b, the portion of any claim or right with respect to such event under this Section 15 that would relate to adverse effects accruing, arising, persisting or increasing after the expiry of the applicable period (including as a result of Developer's failure to comply with its obligations under any of Sections 15.1.2.a, 15.1.2.b and 15.1.4) and until Developer complies with the relevant obligation; and
- b. any and all claim or right with respect to such event under this Section 15 or otherwise if Developer has failed to:
  - i. submit a Supervening Event Notice on or before the 20<sup>th</sup> Working Day after Developer became aware of the occurrence of a Supervening Event or made a determination that such event was likely imminent;
  - ii. submit a Preliminary Supervening Event Submission on or before the 60<sup>th</sup> Working Day after Developer became aware of the occurrence of a Supervening Event;
  - iii. submit a Detailed Supervening Event Submission on or before the later of (A) the 100<sup>th</sup> Working Day after becoming aware of the occurrence of a Supervening Event and (B) the 60<sup>th</sup> Working Day after the conclusion of such Supervening Event; or
  - iv. submit any information required to be submitted by it:
    - A. pursuant to Section 15.1.4.a, on or before the 40<sup>th</sup> Working Day after Developer first became aware of the relevant material information relating to the Supervening Event; or
    - B. pursuant to Section 15.1.4.b, on or before the 40<sup>th</sup> Working Day after receipt of the Enterprises' reasonable request.

### 15.2.2. Duty to mitigate

- a. Without modifying its other obligations under this Agreement, Developer shall use Reasonable Efforts to mitigate the effects of any Supervening Event, including by re-sequencing, reallocating or redeploying its forces to other parts of the Work.
- b. Developer shall not be entitled to any extension of time, compensation or other relief pursuant to this Section 15 to the extent such extension of time, compensation or other relief would have been avoided by its compliance with Section 15.2.2.a.

**15.2.3. Events affecting Financial Close**

Without prejudice to Developer's rights and the Enterprises' obligations under Schedule 1 (Financial Close), Developer shall not be entitled to claim or receive:

- a. an extension of the Financial Close Deadline Date; and/or
- b. any relief from and/or compensation in connection with Developer's performance of its obligations with respect to Financial Close pursuant to Sections 27.1 and 27.2 and Schedule 1 (Financial Close),

pursuant to this Section 15.

**15.3. Resolution**

15.3.1. If Developer has complied with its obligations under Section 15.1 and, through the submission of a Detailed Supervening Event Submission, has demonstrated that:

- a. the Supervening Event occurred; and
- b. Developer has a right:
  - i. in the case of either a Relief Event or a Compensation Event, to an extension of time and/or relief as determined pursuant to this Section 15; and/or
  - ii. in the case of a Delay Relief Event or a Compensation Event, to compensation as determined pursuant to this Section 15.

then, subject to Section 15.2:

- c. in the case of any Supervening Event, Developer shall be relieved from the performance of its obligations under this Agreement to the extent, and only to the extent, that Developer's inability to perform such obligations is due directly to, and limited to the duration of the direct effects of, such Supervening Event, provided that Developer shall not be excused from timely compliance with any obligation to make a payment pursuant to this Agreement due to the occurrence of any Supervening Event;
- d. in the case of any Supervening Event:
  - i. to the extent that any Noncompliance Event is directly attributable to the occurrence of such Supervening Event, subject to Section 15.3.1.c, no Noncompliance Points shall accrue in respect of such Noncompliance Event; and
  - ii. to the extent that any Closure is directly attributable to the occurrence of such Supervening Event, such Closure shall be an Excused Closure, but only to the extent that paragraphs g. and h. of the definition thereof in Part A of Annex A (Definitions and Abbreviations) are satisfied;
- e. in the case of any Supervening Event (other than either a Severe Weather Event or a Department-Retained Renewal Work Deficiency) occurring prior to the Final Acceptance Date that:
  - i. affects or will affect the Critical Path, after taking into account any available Float pursuant to Section 9.2.3.a (the resulting period of delay, measured in Calendar Days and excluding any previous or concurrent unrelated delay for which Developer is responsible, being the "Schedule Delay Period"); and/or
  - ii. (A) delays or will delay completion of the Construction Work required to achieve Milestone Completion of any Payment Milestone (whether or not the event affects or will affect the Critical Path) and (B) Milestone Completion of such Payment Milestone occurs or will occur after the relevant Milestone Completion Target Date (such period of delay, measured in Calendar Days and excluding any previous or concurrent unrelated delay for which Developer is responsible,

being the “Milestone Delay Period” and, together with the “Schedule Delay Period”, each a “Delay Period”); and

then:

- iii. with respect to any such Supervening Event that affects or will affect the Critical Path:
    - A. if such Supervening Event occurred prior to the Baseline Substantial Completion Date, then the Baseline Substantial Completion Date shall be extended by the number of Calendar Days equal to the Schedule Delay Period;
    - B. if such Supervening Event occurred after the Baseline Substantial Completion Date but prior to the Substantial Completion Date, then the Longstop Date shall be extended by the number of Calendar Days equal to the Schedule Delay Period; or
    - C. if such Supervening Event occurred after the Baseline Substantial Completion Date but prior to the Final Acceptance Date, then the Final Acceptance Deadline Date shall be extended by the number of Calendar Days equal to the Schedule Delay Period; and
  - iv. with respect to any such Compensation Event or Delay Relief Event that delays completion of the Construction Work required to achieve Milestone Completion of any Payment Milestone (whether or not the event affects or will affect the Critical Path), any Milestone Payment Delay Costs in relation to such Payment Milestone shall be calculated by reference to the Milestone Delay Period;
  - f. in the case of a Compensation Event or a Delay Relief Event, the Enterprises shall compensate Developer for:
    - i. with respect to a Compensation Event, any Change in Costs (which, with respect to any Department-Retained Renewal Work Deficiency, shall be limited to the Change in Costs of Routine Maintenance and Renewal Work only); and
    - ii. with respect to either a Compensation Event (other than any Department-Retained Renewal Work Deficiency) or a Delay Relief Event, (if Section 15.3.1.e.iii.A or B, applies) any Delay Financing Costs and (if Section 15.3.1.e.iv applies) any Milestone Payment Delay Costs,pursuant to Sections 15.4, 15.5 and 15.6, as applicable, but without double-counting and subject always to Section 15.7; and
  - g. in the case of any Supervening Event that occurs during the Operating Period, the Enterprises shall be entitled to deduct from any Performance Payment otherwise payable pursuant to Schedule 6 (Performance Mechanism) (and after taking into account any adjustment otherwise to be made to such payments pursuant to Section 15.3.1.f):
    - i. Developer’s actual avoided costs of Work not being performed as a direct result of the occurrence of such Supervening Event; and
    - ii. the amount that Developer is (or, pursuant to Section 35.5, should be) entitled to recover under any “business interruption” coverage under the Available Insurance as a direct result of the occurrence of such Supervening Event.
- 15.3.2. Upon agreement (in whole or, pending resolution of a Dispute, in part) between the Parties (or, as applicable, upon determination pursuant to the Dispute Resolution Procedure) as to the extension of time, relief and/or compensation (including the payment terms of, and documentation required for, any such compensation) to which Developer is entitled (including, as necessary, on a retroactive basis) in respect of any Supervening Event as determined pursuant to Section 15.3.1,

the Parties shall execute a written memorandum in a form to be prepared by the Enterprises setting out the details of such agreement (or, as applicable, determination).

#### 15.4. Payment of Change in Costs

- a. Subject to this Section 15 (including, for certainty, Section 15.3.1.f.i as it applies to any Department-Retained Renewal Work Deficiency and Section 15.7 as it applies to all Compensable Events), the Enterprises shall pay to Developer all Change in Costs (as documented pursuant to Section 15.4.c) actually incurred by it as a direct result of a Compensation Event through one, or any combination of more than one, of the following methods as determined in the Enterprises' discretion (subject to Section 15.5):
  - i. as a lump sum payment for work already performed (or, in the Enterprises' discretion, as a series of progress payments for payment of work as it is performed) within 45 Calendar Days of Developer's written demand for such payment;
  - ii. as deferred installment payments over the Term for work performed within 45 Calendar Days of Developer's written demand for any such installment payment (provided that, at any time after electing such payment method, the Enterprises may choose to accelerate compensation through a (or a series of) lump sum payment(s) equal to the present value as of the date of payment of the remaining compensation); and/or
  - iii. as an adjustment to the "Base CPP" and/or "Base OMRP" set out in Section 2(f) of Part 2 of Schedule 6 (*Performance Mechanism*), which adjustment will leave Developer in a No Better and No Worse position (such adjustment together with any deferred payments to be made under Section 15.4.a.ii, "Deferred Compensation").
- b. Developer shall maintain (and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall maintain) cost records, supporting documentation and such other Project Records as necessary to calculate and document any Change in Costs payable pursuant to Section 15.4.a.
- c. Any Developer written demand for payment pursuant to Section 15.4.a shall be made in form, and accompanied by such documentation, as necessary to comply with the terms of any Change Order or written memorandum executed pursuant to Section 15.3.2, as applicable, and otherwise as reasonably required by the Enterprises.

#### 15.5. Financing

- 15.5.1. If, pursuant to Section 15.4, the Enterprises elect to compensate Developer through Deferred Compensation, Developer shall use Reasonable Efforts to obtain:
  - a. funding from the Lenders, or other lenders if permitted by the Financing Documents; and/or
  - b. equity support from existing Equity Members of Developer,in either case:
  - c. if, and only if, and to the extent necessary; and
  - d. on terms Acceptable to the Enterprises (and, for certainty, acceptable to Developer (acting reasonably)),in advance of receiving the Deferred Compensation payments from the Enterprises.
- 15.5.2. If, despite such efforts and any compensation that is or would be paid pursuant to Section 15.4, Developer is unable to obtain such funding and/or equity support (or the Enterprises do not Accept the terms under which Developer is able to obtain additional financing), then,

notwithstanding its prior election, the Enterprises shall pay the required compensation pursuant to Section 15.4.a.i.

15.5.3. If and to the extent compensation pursuant to Section 15.4 is paid through Deferred Compensation, Developer shall be entitled to additional compensation (for certainty, in excess of the amount of such Deferred Compensation as calculated pursuant to Section 15.4) as necessary to leave Developer in a No Better and No Worse position.

## **15.6. Delay Financing Costs and Milestone Payment Delay Costs**

15.6.1. To the extent that:

- a. any Milestone Payment Delay Costs become due for payment by Developer; or
- b. any Delay Financing Costs become due for payment or repayment by Developer,

during any relevant Delay Period as determined pursuant to Sections 15.3.1.e.i or ij, as the case may be, the Enterprises shall pay to Developer an amount equal to such Milestone Payment Delay Costs or Delay Financing Costs, as applicable, less any amount Developer is (or, pursuant to Section 35.5, should be) entitled to recover under any “delay in startup” coverage under the Available Insurance as a direct result of the occurrence of the relevant Delay Relief Event or Compensation Event, no later than the later of:

- c. 45 Calendar Days after the amount of the Milestone Payment Delay Costs or Delay Financing Costs have been agreed or determined; and
- d. five Working Days prior to the date that such Milestone Payment Delay Costs or Delay Financing Costs become due for payment or repayment.

15.6.2. No later than 45 Calendar Days after the Substantial Completion Date, the Parties shall determine pursuant to Section 28.2 (such determination being referred to in this Section 15.6 as the “Reconciliation”), the extent to which Developer was left in a position that was No Better and No Worse as a direct result of the Delay Periods caused by any one or more Compensation Events:

- a. taking into account (without double-counting):
  - i. payments made by the Enterprises to Developer pursuant to Section 15.6.1;
  - ii. Milestone Payment Delay Costs and Delay Financing Costs incurred by Developer as a direct result of the occurrence of all such Delay Relief Events and Compensation Events but which were not previously taken into account in any payments made by the Enterprises to Developer pursuant to Section 15.6.1;
  - iii. Developer’s actual avoided costs of Work not being performed as a direct result of the occurrence of all such Delay Relief Events and Compensation Events; and
  - iv. the amount Developer is (or, pursuant to Section 35.5, should be) entitled to recover under any “delay in startup” coverage under the Available Insurance as a direct result of the occurrence of all such Delay Relief Events and Compensation Events; and
- b. assuming, without double counting, that all Change in Costs have been or otherwise will be paid pursuant to Sections 15.4 and 15.5.

15.6.3. To the extent that the Reconciliation demonstrates that Developer was left in a worse position as determined pursuant to Section 28.2 notwithstanding the payments made to Developer by the Enterprises pursuant to Section 15.6.1, the Enterprises shall, through one, or any combination, of the following methods as determined in the Enterprises’ discretion:

- a. make a lump sum payment to Developer within 45 Calendar Days after completion of the Reconciliation; or

- b. notify Developer of an adjustment to the “Base CPP” set out in Section 2(f) of Part 2 of Schedule 6 (*Performance Mechanism*), which adjustment shall take effect from the date specified in such notice,

in either case in a manner that would result in Developer being left in a No Better and No Worse position after taking into account the Reconciliation.

- 15.6.4. To the extent that the Reconciliation demonstrates that Developer was left in a better position as determined pursuant to Section 28.2 as a result of the payments made to Developer by the Enterprises pursuant to Section 15.6.1, Developer and the Enterprises shall, as applicable, through one, or any combination, of the following methods as determined in the Enterprises’ discretion:

- a. with respect to Developer, make a lump sum payment to the Enterprises within 30 Calendar Days after completion of the Reconciliation; or
- b. with respect to the Enterprises, notify Developer of an adjustment to the “Base CPP” set out in Section 2(f) of Part 2 of Schedule 6 (*Performance Mechanism*), which adjustment shall take effect from the date specified in such notice,
- c. with respect to the Enterprises, by way of set-off pursuant to Section 5 of Part 3 of Schedule 4 (*Payment*) against amounts otherwise payable by the Enterprises to Developer,

in each case in a manner that would result in Developer being left in a No Better and No Worse position after taking into account the Reconciliation.

## 15.7. Compensation Exclusions

- 15.7.1. With respect to any Compensable Costs incurred by Developer in respect of any Compensable Event that occurs during the Construction Period, if the aggregate amount of such Compensable Costs directly resulting from the occurrence of such Compensable Event is greater than \$20,000 (any such event, a “Compensable Construction Period Event”), then the Enterprises shall compensate Developer (as applicable):

- a. for the amount by which the aggregate amount of Compensable Costs directly resulting from the occurrence of all Compensable Construction Period Events (excluding only any Change in Costs directly resulting from any such Compensable Event described in paragraph f.ii. of the definition of Compensation Event in Part A of Annex A (*Definitions and Abbreviations*) that occurs during the Construction Period (a “Compensable Unexpected Utility Event”) in any given Contract Year is greater than \$250,000; and
- b. for the aggregate amount of Compensable Costs directly resulting from the occurrence of all Compensable Unexpected Utility Events:
  - i. if such aggregate amount is less than or equal to \$5,000,000, then, with respect to 50% of such Compensable Costs (while, for certainty, Developer shall bear the remaining 50% of such costs); and
  - ii. if such aggregate amount is greater than \$5,000,000, then, with respect to:
    - A. 50% of the first \$5,000,000 of such Compensable Costs (while, for certainty, Developer shall bear the remaining 50% of such costs); and
    - B. 100% of all such Compensable Costs in excess of the first \$5,000,000.

- 15.7.2. With respect to any Compensable Costs incurred by Developer in respect of any Compensable Event that occurs during the Operating Period, if the aggregate amount of such Compensable Costs (for certainty, comprised only of Change in Costs) directly resulting from the occurrence of such Compensable Event is greater than \$10,000 (indexed) (any such event, a “Compensable Operating Period Event”), then the Enterprises shall compensate Developer for the amount by which the aggregate amount of such Compensable Costs directly resulting from the occurrence of

all Compensable Operating Period Events in any given Contract Year is greater than \$100,000 (indexed).

**15.8. Special Provisions for Force Majeure Events**

- 15.8.1. Following the occurrence of a Force Majeure Event, the Affected Party with respect to such Force Majeure Event shall use Reasonable Efforts to promptly notify the other Party of the Force Majeure Event, including the date of its commencement, evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 15.8.2. Whether or not any notice has been given pursuant to Section 15.8.1:
- a. Developer, if an Affected Party, shall comply with Sections 15.1 and 15.2.2.a with respect to the treatment of the relevant Force Majeure Event as a Relief Event pursuant to Section 15.3; and
  - b. the Enterprises, if an Affected Party, may require Developer to consult with them in good faith, and to use all Reasonable Efforts, to agree on appropriate terms to mitigate the effects of the relevant Force Majeure Event and facilitate the continued performance of this Agreement.
- 15.8.3. To the extent either of the Enterprises is an Affected Party, the Enterprises shall be relieved from the performance of their affected obligations under this Agreement (and shall not incur liability to Developer for losses or damages to the extent a Force Majeure Event occurs and either the Enterprises are prevented from carrying out its obligations) to the extent the Enterprises' inability to perform such obligations is due to, and limited to the duration of, such Force Majeure Event, provided that, notwithstanding the foregoing, the Enterprises shall not be excused from timely payment of any monetary obligations under this Agreement due to the occurrence of any Force Majeure Event.

## PART E: KEY PERSONNEL, SUBCONTRACTORS AND WORKFORCE

### 16. PERSONNEL

#### 16.1. Developer's Key Personnel Obligations

Subject to Section 16.2, Developer shall ensure that all Key Personnel are at all relevant times (as determined by reference to the periods set out in Schedule 27 (Key Personnel)):

- a. seconded to or employed by such Person; and
  - b. occupying the role and performing the function of their position,
- in each case as required by or set out in such Schedule.

#### 16.2. Removal or Replacement of Key Personnel

16.2.1. Developer shall not remove and/or replace any of the Key Personnel without the Enterprises' prior Approval, provided that Developer may, as required by Law or pursuant to Good Industry Practice, suspend or limit the duties of any Key Personnel individual pending the Enterprises' Approval of such removal or replacement.

16.2.2. If for any reason Developer wishes to either remove and/or replace any Key Personnel, Developer shall promptly deliver a notice to the Enterprises for Approval, setting out the reason for such removal and/or replacement, together with:

- a. the identity, expertise and experience of the proposed replacement; and
- b. any such support information or evidence as the Enterprises may reasonably require in relation to such matters.

#### 16.3. Developer's Personnel Qualifications

Developer shall ensure that all Work shall be performed by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the relevant part Work pursuant to this Agreement, and who shall assume professional responsibility for the accuracy and completeness of the relevant part Work prepared or checked by them.

#### 16.4. Employee Compensation Requirements<sup>3</sup>

16.4.1. Maintenance Employee wage rates and benefits

- a. Developer shall, and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall, with respect to and for the benefit of any Maintenance Employees:
  - i. maintain rates of pay for such employees that are at least equal to the lower of:
    - A. the minimum per hour rate paid to CDOT's Transportation Maintenance I employees: Class Code D7D1TX (from time to time); or
    - B. \$19.19<sup>4</sup> per hour (indexed); and
  - ii. maintain employer's contribution to the cost of the healthcare (medical insurance) and dental plans offered to such employees that are at least equal to the lower of:
    - A. the contribution offered by CDOT to CDOT's Transportation Maintenance I employees, Class Code D7D1TX (from time to time); and

<sup>3</sup> **Note to Proposers:** This Section will be revised in a future Addendum.

<sup>4</sup> **Note to Proposers:** The Enterprises expect to update this with the then current figure, if different, in the final RFP.

B. the contributions set out in the following tables (indexed):

<b>For Medical Insurance:</b>	<i>Employee Only</i>	<i>Employee + Spouse</i>	<i>Employee + Child(ren)</i>	<i>Employee + Spouse + Child(ren)</i>
<i>CDOT contribution</i>	\$465.61	\$872.59	\$866.78	\$1,230.06

<b>For Dental Insurance:</b>	<i>Employee Only</i>	<i>Employee + Spouse</i>	<i>Employee + Child(ren)</i>	<i>Employee + Spouse + Child(ren)</i>
<i>CDOT contribution</i>	\$25.92	\$42.62	\$46.44	\$62.22

- b. For purposes of Sections 16.4.1.a.i.A and 16.4.1.a.ii.A, the reference for determining the then current reference rate of pay and contribution shall be, respectively:
  - i. the “Compensation Plan” for the current State fiscal year, compiled and published by the Colorado Division of Human Resources, or any successor plan or report; and
  - ii. the “Total Compensation Summary” for the current State fiscal year and applicable back up documentation for State of Colorado employees as published by the Colorado Division of Human Resources, or any successor summary or documentation.

16.4.2. Maintenance Employee wage rates and benefits

Developer shall, and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall, pursuant to Section 19, maintain and make available for review, inspection and audit all such Project Records as are necessary to document its compliance with Section 16.4.1.

**17. SUBCONTRACTING REQUIREMENTS**

**17.1. Subcontracting Terms and Requirements**

17.1.1. Each Subcontract, and any amendments or supplements thereto, shall comply with, and, as applicable, incorporate the terms set out in, Part A of Schedule 16 (Mandatory Terms).

17.1.2. On or prior to the Agreement Date, Developer shall enter into the Principal Subcontracts with the Principal Subcontractors identified in its Proposal on terms that shall be in compliance with this Agreement. Developer may enter into replacements to any such Principal Subcontract, or any new Principal Subcontract, pursuant to this Section 17.

17.1.3. Developer shall not:

- a. without the prior Acceptance of the Enterprises:
  - i. subject to Section 17.1.3.b.i, enter into any Principal Subcontract or any agreement replacing all or part of any Principal Subcontract, provided that, if required by the Enterprises as a condition of such Acceptance, Developer simultaneously executes and delivers (and ensures that the relevant Principal Subcontractor executes and delivers) to the Enterprises for counter-signature a Principal Subcontractor Direct Agreement in form and substance as reasonably required by the Enterprises; or
  - ii. subject to Section 17.1.3.b.iv, amend, or waive any provision of, any Principal Subcontract, other than to the extent necessary to reflect a corresponding amendment to, or Change under, this Agreement;

- b. without the prior Approval of the Enterprises:
  - i. enter into any agreement materially and adversely affecting the performance or interpretation of any Principal Subcontract;
  - ii. terminate, or permit or suffer any termination of, any Principal Subcontract (in whole or in material part, other than to the extent necessary to reflect a corresponding amendment to, or Change under, this Agreement);
  - iii. assign or transfer any of its, or permit or suffer any assignment or transfer by a Principal Subcontractor of any of such Principal Subcontractor's, rights and/or obligations under any Principal Subcontract (in whole or in material part), other than pursuant to any related Lenders' Subcontract Direct Agreement (as such term is defined in the relevant Principal Subcontractor Direct Agreement); or
  - iv. in any material respect, fail to perform, depart from its obligations, fail to enforce or waive or allow to lapse any rights it may have (or procure that others in any material respect either fail to perform, depart from their obligations, fail to enforce or waive or allow to lapse any rights they may have) under any Principal Subcontract, except to the extent that any such action or failure to act by Developer shall have no material adverse impact on:
    - A. the performance by Developer of its obligations under this Agreement; and
    - B. the rights of the Enterprises under this Agreement or under any Principal Subcontractor Direct Agreement.

17.1.4. Developer shall deliver to the Enterprises a copy of any amendment or replacement of any Principal Subcontract promptly following execution of the same.

#### **17.2. Self-Performance**

Developer shall ensure that the Construction Contractor self-performs at least 30% of the value of the Construction Work as measured by the amounts payable under the terms of the Construction Contract with respect to such Construction Work (excluding, for certainty, any amounts payable with respect to the O&M Work During Construction).

#### **17.3. Subcontracting with Affiliates**

- a. Without limiting its obligations under Sections 17.1 and 17.2, Developer shall have the right to have Work directly or indirectly performed by Affiliates of itself or any of its Equity Members (including any Affiliate that may be a Principal Subcontractor or other Subcontractor identified in the Preferred Proposer's Proposal) only if the following conditions are satisfied:
  - i. the Affiliate shall be qualified, experienced and capable in the performance of such part of the Work assigned;
  - ii. Developer shall execute, or have a Subcontractor execute, a written Subcontract with the Affiliate;
  - iii. such Subcontract shall be subject to the Enterprises' Acceptance pursuant to Section 17.1.3.a.i, and:
    - A. be on terms consistent with this Agreement and Good Industry Practice;
    - B. be on terms no less favorable to Developer (or, as applicable, its Subcontractor) than those that Developer (or such Subcontractor) could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Subcontractor;

- C. be in form and substance similar to Subcontracts then being used by Developer or its Subcontractors, as applicable, for similar work or services with unaffiliated Subcontractors; and
  - D. set out the scope of work and services thereunder and all the pricing, terms and conditions in relation to such scope of work and services.
- b. Developer shall make no payments to Affiliates for work or services in advance of provision of such work or services under the terms of a Subcontract that complies with Section 17.3.a, except for reasonable mobilization payments or other payments consistent with arm's length, competitive transactions of similar scope.

#### **17.4. Relationship with Subcontractors**

- 17.4.1. No Subcontract entered into by Developer (or by any of Developer's Subcontractors) shall purport to impose any obligation or result in any liability upon or of the Enterprises (or CDOT) to any Subcontractor or to any of such Subcontractor's officers or employees, including as a result of termination of this Agreement.
- 17.4.2. Pursuant to Section 8.2, the retention of Subcontractors by Developer will not relieve Developer of its obligations under this Agreement.

#### **17.5. Prompt Payment of Subcontractors**

- 17.5.1. Developer shall, and shall ensure that each of its Subcontractors and each of its respective Subcontractors shall, pay each of its and their Subcontractors that:

- a. is satisfactorily performing under its Subcontract; and
- b. is either:
  - i. a Disadvantaged Business Enterprise; or
  - ii. a Subcontractor performing under a Subcontract with an aggregate value equal to or less than \$10,000,000 (indexed),

promptly, which for such purposes means:

- c. at the end of each month, payment of partial payments of the total amount due under the Subcontract, provided that such payments shall, together with all prior such payments, be at least equal to 95% of the calculated value of the completed work at such time;
  - d. in any event, payment no later than 30 Calendar Days following payment from the Enterprises to Developer of any Milestone Payments, Performance Payments or other payment part of which is required under the terms of the relevant Subcontract to be used to pay such Subcontractor; and
  - e. with respect to retainage, payment no later than 30 Calendar Days following completion and acceptance of such Subcontractor's Subcontract.
- 17.5.2. All payments made to a Subcontractor pursuant to Section 17.5.1 shall be made in compliance with 49 CFR § 26.29.
- 17.5.3. Without prejudice to Section 17.5.1, Developer shall, and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall, pay each of its and their Subcontractors no later than:
- a. with respect to any payment by Developer to any of its Subcontractors, within 30 Calendar Days following receipt of payment from the Enterprises pursuant to this Agreement to the extent such payment from the Enterprises, or part thereof, is required under the terms of the relevant Subcontract to be used to pay such Subcontractor; and
  - b. with respect to any payment from any Subcontractor to any other Subcontractor that would be ultimately funded by a payment from the Enterprises to Developer under this Agreement, within such period as is required in compliance with C.R.S. § 24-91-103(2).

## PART F: PROJECT MANAGEMENT

### 18. DELEGATION OF AUTHORITY

#### 18.1. Delegations, Transfers and Assignments by or Among Enterprises

18.1.1. While, for ease of reference, HPTE and BE are collectively referred to herein as the “Enterprises”, either one of them may in their discretion act or perform for both of them in their capacity as “Enterprises” under this Agreement, and Developer shall accept such action or performance as discharging the relevant obligation(s) of both Enterprises, except:

- a. where this Agreement expressly refers to BE acting as PABs Issuer, and not to an Enterprise or the Enterprises; and
- b. as otherwise required pursuant to Law.

18.1.2. Subject to compliance with Law, either Enterprise may also in its discretion delegate any right or obligation under this Agreement to CDOT.

#### 18.2. Use of Representatives

##### 18.2.1. Appointment of Representatives

- a. Pursuant to this Section 18.2.1, Developer and the Enterprises shall each identify and maintain a person as its and their official representative (respectively, the “Developer’s Representative” and the “Enterprise Representative” and, together, the “Representatives” and each a “Representative”) with the functions and powers as set out in Section 18.2.2.
- b. The Developer’s Representative shall at all times be its “Project Manager”, initially as identified in Schedule 27 (Key Personnel), subject to replacement pursuant to Section 16.2. The Enterprise Representative shall initially be their “Project Director” as notified to Developer on or prior to the Agreement Date, subject to replacement pursuant to Section 18.2.1.
- c. From time to time:
  - i. the Enterprises may replace their Representative; and
  - ii. Developer and the Enterprises may each delegate all or part its or their Representative’s responsibilities under this Agreement,  
in either case by notice to the other Party containing:
    - iii. the name, title, mailing address, principal phone numbers, email address (or digital equivalent) and fax number (if any) of the replacement Representative or delegatee;
    - iv. in the case of partial delegations of authority, a schedule setting out the extent to which authority for managing any aspect of this Agreement has been delegated and to whom; and
    - v. in the case of time-limited replacements or delegations, the start and end date for such time-limited replacement or delegation.

##### 18.2.2. Power and authority of Developer Representatives

Except as previously notified by Developer to the Enterprises before any relevant act or instruction occurs or is given:

- a. the Enterprises shall be entitled to assume that Developer’s Representative has, and Developer shall (subject to reasonable exceptions and limitations to be notified to the Enterprises) ensure that Developer’s Representative shall have, full authority to act on behalf of Developer for all purposes of this Agreement; and

- b. subject to any exceptions or limitations previously notified to them, the Enterprises and the Enterprise Representative shall be entitled to treat any act of Developer's Representative in connection with this Agreement as being expressly authorized by Developer and the Enterprises and the Enterprise Representative shall not be required to determine whether any express authority has in fact been given.

18.2.3. Power and authority of Enterprise Representative

Except as previously notified by the Enterprises to Developer before any relevant act or instruction occurs or is given:

- a. Developer shall only be entitled to assume that the Enterprise Representative has the functions and powers of the Enterprises (collectively, and pursuant to this Agreement where necessary or permissible, individually) in relation to the Project that are identified in this Agreement as functions or powers to be carried out by the Enterprise Representative; and
- b. Developer and Developer's Representative:
  - i. shall be entitled to treat any written action or instruction by the Enterprise Representative that is authorized by this Agreement as being expressly authorized by the Enterprises (collectively, and pursuant to this Agreement where necessary or permissible, individually) and Developer and Developer's Representative shall not be required to determine whether any express authority has in fact been given; and
  - ii. shall not be entitled to treat any other act or instruction by any other officer, employee or other Person engaged by the Enterprises or CDOT, unless otherwise expressly authorized pursuant to this Agreement, as being authorized by the Enterprises, and upon receiving any such presumptively unauthorized act or instruction from any Person, Developer shall:
    - A. promptly submit a written request to the Enterprises requesting clarification whether and to what extent authority has in fact been given to the relevant Person; and
    - B. pending the Enterprises' response, refrain from taking any related action to the extent reasonable under the circumstances.

## PART G: PUBLIC OVERSIGHT

### 19. RECORD KEEPING AND OVERSIGHT

#### 19.1. Project Records

##### 19.1.1. General obligation to maintain Project Records

Developer shall (and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall) at all times create and maintain full and complete records, books, documents, papers, databases, files and other documentation of information relating to the Project and, as applicable, Developer's performance of its obligations under this Agreement and the Principal Subcontracts and each Subcontractor's performance under the Subcontracts to which it is a party, including:

- a. as required by Law, including CORA to the extent it is applicable to Project Records in the custody of Developer-Related Entities as a matter of Law;
- b. pursuant to Good Industry Practice;
- c. pursuant to GAAP, as applicable;
- d. as otherwise required by the provisions of this Agreement other than this Section 19.1.1, including pursuant to Section 13 of Schedule 8 (*Project Administration*); and
- e. maintenance of copies of:
  - i. all Principal Subcontracts (and all amendments and waivers thereto) and, with respect to each Subcontractor's records, of each Subcontract to which it is a party (and all amendments and waivers thereto); and
  - ii. all notices, correspondence, submissions, change, purchase or work orders, or other documents and materials expressly referenced as work product in this Agreement, any Principal Subcontract and, with respect to each Subcontractor's records, each Subcontract to which it is a party,

together, the "Project Records".

##### 19.1.2. Standards for maintenance of Project Records

Developer shall (and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall):

- a. create and maintain Project Records in the format or formats (hardcopy, analog, digital or otherwise) determined from time to time by reference to the requirements and standards set out in Sections 19.1.1.a through 19.1.1.e;
- b. maintain originals or copies of all Project Records that are otherwise required to be maintained in a physical format at a location in the State; and
- c. develop and maintain procedures to backup and secure all Project Records that, at a minimum, comply with Law and Good Industry Practice.

##### 19.1.3. Inspection of Project Records

Developer shall, without charge:

- a. make all its Project Records available for inspection by the Enterprises, CDOT or any of their representatives or designees (each, an "Inspecting Party") pursuant to this Section 19.1.3;
- b. make its Project Records available for inspection by the Inspecting Parties at its principal offices in the State, or at such other facilities as the Enterprises may reasonably require on behalf of themselves or any other Inspecting Party to the extent records are maintained at such other facilities:

- i. during normal business hours (and, upon reasonable request, at times outside normal business hours); and
  - ii. upon reasonable notice, unless the Enterprises have a good faith suspicion of fraud in which case no prior notice shall be required;
- c. allow any Inspecting Party to make extracts and take notes during any inspection and, upon request, furnish copies of Project Records to any Inspecting Party; and
- d. subject to its obligations to comply with Section 19.1.2.c, and without limiting its obligations pursuant to Schedule 8 (Project Administration), prior to issuance of NTP2 Developer shall submit to the Enterprises for Acceptance, and have received Acceptance of, a written protocol with respect to making all Project Records maintained in digital formats available for real-time, "24/7" secure remote access by the Inspecting Parties to the extent reasonably practicable. Developer shall thereafter comply with such protocol.

#### 19.1.4. Subcontractor Project Records

- a. Developer shall ensure that each of its Subcontractors and each of their respective Subcontractors shall, either directly or through Developer and in either case without charge, make its Project Records available to the Inspecting Parties, for inspection on terms equivalent to those set out in Section 19.1.3.a to 19.1.3.c.
- b. To the extent any Project Records are in the exclusive possession of a Subcontractor that fails to make such records available pursuant to Section 19.1.4.a, Developer shall notify the Enterprises of such occurrence, identify the Project Records that are unavailable, and describe what efforts Developer has made to secure compliance or otherwise obtain such Project Records.

#### 19.1.5. Limitations on disclosure

Notwithstanding anything to the contrary contained in this Agreement:

- a. Developer shall not be required to disclose, or to ensure the disclosure by any of its Subcontractors and/or of their respective Subcontractors of, any Project Records protected by attorney-client or other legal privilege or protection under Law based upon an opinion of counsel (such counsel to be reasonably satisfactory to the Enterprises) unless such disclosure is otherwise compelled by Law; and
- b. to the extent permitted by Law, the Parties agree that the Financial Model and any Project Intellectual Property that is subject to an Intellectual Property Escrow shall at all times be treated by the Parties as proprietary and confidential commercial non-public information which may only be reviewed by and accessed by the Enterprises pursuant to this Agreement and, as applicable, the Financial Model Escrow Agreement or the relevant Intellectual Property Escrow.

#### 19.1.6. Retention of Project Records

- a. Each individual Project Record shall be retained for a period of at least seven years after such Project Record is first generated, or for such longer period as may be required pursuant to Sections 19.1.1.a through 19.1.1.e or Section 19.1.6.b.
- b. Notwithstanding Section 19.1.6.a, Developer shall (and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall) retain and make available pursuant to this Section 19.1 all Project Records:
  - i. that relate to a Claim or Dispute until any later date that such matters are agreed or determined; and
  - ii. in existence on the last Calendar Day of the Term (or the equivalent under any Subcontract) until the later of the seventh anniversary of such day and any date as may be required pursuant to Sections 19.1.1.a through 19.1.1.e.

**19.1.7. Survival of obligations**

Developer's obligations under this Section 19.1 shall survive until the later of:

- a. the seventh anniversary of the Expiry Date (or, if applicable, the Termination Date); and
- b. with respect to the retention of any Project Record, such date as determined pursuant to Section 19.1.6.

**19.2. Financial Statements**

In addition to all Developer's other obligations to prepare and deliver reports and other materials under this Agreement, Developer shall provide the Enterprises with copies of the following:

- a. its unaudited quarterly and annual accounts within 20 Working Days after such accounts have been finalized; and
- b. its audited annual accounts within 20 Working Days after publication (or, if not published, after such accounts have been finalized),

each of which may be subject to redactions made in compliance with Section 20 and may be subsequently made available to the public pursuant to CORA.

**19.3. Enterprise Board Meeting Attendance**

Developer shall appear before and make a separate presentation to each Enterprise's board as and when required by the relevant Enterprise (subject to reasonable prior notice), and no less frequently than once in each month during the Term, for the purpose of informing such bodies about the Project and the Work in connection with their public oversight of the same.

**20. COLORADO OPEN RECORDS ACT**

20.1.1. Notwithstanding anything to the contrary contained in this Agreement, Developer acknowledges and agrees that this Agreement, except as provided for in Section 19.1.5, shall not be treated as CORA Exempt Materials and may be disclosed by the Enterprises without restriction.

20.1.2. Prior to issuance of NTP1, Developer shall submit to the Enterprises for, and have received, Acceptance of a written protocol for the disclosure and, as applicable, exemption from disclosure of Project Records in compliance with CORA and other Laws applicable to the disclosure of such Project Records. Such protocol shall include provisions to address disclosure and sharing of Project Records among Developer-Related Entities. Developer shall (and shall ensure that each Developer-Related Entity shall) comply with any such Accepted protocol.

20.1.3. Neither the Enterprises nor CDOT shall be responsible or liable to Developer or any other Person for the disclosure of any Project Records if the disclosure:

- a. is required or, subject to Section 19.1.5.b, permitted by Law;
- b. is required by court order;
- c. occurs through inadvertence or mistake;
- d. is made to the FHWA or the US DOT; or
- e. is compliant with the protocol Accepted pursuant to Section 20.1.2.

20.1.4. In the event the Enterprises or CDOT receives a CORA request for Project Records that are in the custody and control of Developer-Related Entities, Developer shall cooperate with the Enterprises, CDOT and, as applicable, the State's Attorney General's office, and shall cause all Subcontractors and each of their respective Subcontractors to cooperate, in responding to such request in a timely manner under CORA or otherwise in accordance with the protocol Accepted pursuant to Section 20.1.2.

20.1.5. Developer shall be responsible for all costs associated with defending any request for disclosure of any Project Records claimed by Developer to be exempt from disclosure under CORA,

whether such records are in the custody of Developer (or any other Developer-Related Entity), the Enterprises or CDOT. In connection with this obligation, Developer shall:

- a. use Reasonable Efforts to assist the Enterprises (and to secure the assistance of the Enterprises by each of Developer's Subcontractors and of each of their Subcontractors) in such defense;
- b. pursuant to Section 24.2, indemnify the Enterprises for any Losses incurred or suffered by them in such defense; and
- c. at the request of the Enterprises or the State Attorney General's office, intervene in any such defense at its own cost and with its own counsel.

20.1.6. Developer shall not (and shall ensure that each of its Subcontractors and each of their respective Subcontractors shall not) disclose any Project Records to any Person, other than:

- a. as expressly permitted by this Agreement;
- b. as required by Law or a court order;
- c. in compliance with the protocol Accepted pursuant to Section 20.1.2; or
- d. with the Enterprises' prior Approval,

and, in each case, where such information relates to a member of the public, Developer shall not disclose or make use of any such information otherwise than for the purpose for which it was provided and then only in compliance with Law, unless Developer has obtained the prior written consent of such Person and of the Enterprises.

## **21. INSPECTIONS AND AUDITS**

### **21.1. Site Inspections and Annual Survey and Audit Rights**

#### **21.1.1. Inspections of the Site**

- a. Subject to Section 21.1.1.b, the Enterprises, CDOT, the FHWA and their respective authorized agents shall have an unrestricted right to enter the Site from time to time in order to:
  - i. inspect the state and progress of the Work and to monitor compliance by Developer with its obligations under this Agreement, including by conducting inspections, surveys, sampling, measurements, observations, testing and other reasonably necessary oversight activities;
  - ii. conduct routine, in-depth or any other type of inspection or other oversight activity in accordance with their standard practices; and/or
  - iii. any other inspection or oversight activity expressly contemplated by this Agreement,

provided that any such activities are conducted pursuant to Section 21.1.3.

- b. In exercising their rights under this Section 21.1.1, the Enterprises shall at all times comply with all relevant site rules and safety regulations in relation to the Site.

#### **21.1.2. Annual Survey and Audit Rights**

- a. Once in every Calendar Year, and at additional times if the Enterprises reasonably believe that Developer is in breach of its obligations under this Agreement, the Enterprises may carry out or cause the carrying out of:
  - i. a survey of the Project and the Work (or part of the Project and the Work) by a suitably qualified independent expert (not being an employee or consultant of either Enterprise or CDOT that has otherwise been materially involved in the Project (except for purposes of conducting a prior survey)); and

- ii. an audit of Project Records and Developer's compliance with its obligations under this Agreement.
- b. The Enterprises shall notify Developer in writing a minimum of 10 Working Days in advance of the date they wish to carry out a survey or audit described in Section 21.1.2.a, provided that no such prior notice shall be required if the Enterprises reasonably believe that Developer is in breach of its obligations under this Agreement. Unless a Developer Default has occurred and is continuing, the Enterprises shall consider in good faith any reasonable request by Developer for the survey or audit to be carried out on a different date if such request is made at least five Working Days prior to the notified date and Developer (acting reasonably) is able to demonstrate that carrying out the survey on the notified date would materially prejudice Developer's ability to perform its obligations or exercise its rights under this Agreement. The survey and audit described in Section 21.1.2.a may be conducted separately during any relevant calendar year.

#### 21.1.3. Rules governing conduct of inspections, surveys and audits

- a. When carrying out any inspection, survey or audit pursuant to Section 21.1.1 or Section 21.1.2, the Enterprises shall use Reasonable Efforts to minimize any unnecessary disruption to the Work and Developer's performance of its obligations under this Agreement.
- b. Subject to Sections 21.1.3.c and 21.1.4.a.iii, as between the Enterprises and Developer, the cost of the inspection, survey or audit conducted pursuant to Section 21.1.1 or Section 21.1.2 shall be borne by the Enterprises.
- c. Developer shall, at its own cost and expense, use Reasonable Efforts to provide assistance to the Enterprises as required from time to time during the carrying out of any inspection, survey or audit conducted pursuant to this Section 21.

#### 21.1.4. Findings of breach

- a. If an inspection, survey or an audit conducted pursuant to Section 21.1.1 or Section 21.1.2 is conducted in response to a Developer breach or Developer Default, or subsequently demonstrates that Developer has not complied or is not complying with its obligations under this Agreement, including with respect to Project Records pursuant to Section 19.1, the Enterprises may, as applicable and in their discretion:
  - i. notify Developer of the condition which the Project and the Work (or any part of the Project and the Work) should be in to comply with Developer's obligations under this Agreement or, without altering Developer's obligations hereunder, of other steps the Enterprises believe should be taken with respect to Developer's obligations under this Agreement;
  - ii. specify a reasonable period within which Developer must carry out any rectification and/or maintenance work, or where rectification or maintenance work cannot rectify the non-compliance, to take reasonable steps to prevent the recurrence of such a non-compliance; and/or
  - iii. be entitled to be reimbursed by Developer for the reasonable cost and expense of the inspection, survey or audit and any administrative fees and expenses incurred by the Enterprises in relation to such inspection, survey or audit (or, in the case of a breach that is not a Developer Default, such parts of the inspection, survey or audit that the Enterprises reasonably determine were necessary to identify such breach).
- b. Notwithstanding any action by the Enterprises pursuant to Section 23.4, Developer shall promptly (or within such other period of time as is required or expressly permitted by Law and the provisions of this Agreement) rectify any non-compliance identified by any survey or audit conducted pursuant to this Section 21.1.

**21.2. Right to Conduct Physically Intrusive Inspections**

- 21.2.1. Without prejudice to the Enterprises' other rights under this Agreement, the Enterprises shall have the right, at any time prior to the Final Acceptance Date or prior to completion of any Renewal Work and, in either case, upon reasonable notice, to require Developer to permit physically intrusive inspections by the Enterprises of any part or parts of the Construction Work or Renewal Work, as applicable, including by opening up covered or sealed portions of the Work, when the Enterprises reasonably believe that such part or parts of the Construction Work or Renewal Work, as applicable, do not comply with the requirements of this Agreement. In carrying out any such inspection the Enterprises shall use Reasonable Efforts to minimize unnecessary disruption to the Work and Developer's performance of its obligations under this Agreement.
- 21.2.2. If, following the exercise by the Enterprises of their right pursuant to Section 21.2.1, an inspection shows that the relevant part or parts of the Construction Work or Renewal Work:
- a. does or do not comply with the requirements of this Agreement, then Developer shall rectify such noncompliance at its own cost and expense; or
  - b. complies or comply with the requirements of this Agreement, and such compliance was, pursuant to this Agreement, required to be and was previously documented in the Project Records properly maintained and made available to the Enterprises pursuant to Section 19.1 at or prior to the date on which such inspection began pursuant to Section 21.2.1, such inspection shall be treated as a Compensation Event.
- 21.2.3. Without prejudice to the rights of the Enterprises pursuant to this Section 21.2, the Parties acknowledge that the exercise of such rights pursuant to this Section 21.2 shall not in any way affect the obligations of Developer under this Agreement except as expressly set out in this Section 21.2 or elsewhere in this Agreement.

**21.3. Increased Oversight**

- 21.3.1. The Enterprises may, in their discretion:
- a. wherever there are material Defects in the Work or Developer has materially failed to comply with the Technical Requirements (other than with respect to any breach that constitutes a Noncompliance Event) which failure remains uncured; and/or
  - b. at any time when the Increased Oversight Threshold has been met or exceeded,  
without prejudice to any other right or remedy available to them, and without limiting Developer's other obligations under this Agreement (including obligations to remedy Defects and to otherwise perform in accordance with the requirements set out in this Agreement), by notice to Developer:
  - c. require Developer to promptly prepare and submit for Approval a remedial plan to, as applicable:
    - i. remedy such Defects or failure and prevent its recurrence; or
    - ii. improve performance so as to address the causes of the Increased Oversight Threshold being met or exceeded,
- and, following Approval of such plan, Developer shall be required to comply with such plan; and/or
- d. increase the level of their monitoring of Developer relative to the prior standard of practice under this Agreement prior to such Defect or failure, or to the Increased Oversight Threshold being met or exceeded, until such time as Developer shall have demonstrated to the reasonable satisfaction of the Enterprises that it is capable of performing and shall perform all its obligations under this Agreement.
- 21.3.2. If the Enterprises issues a notice pursuant to Section 21.3.1, Developer shall bear its own costs and expenses and pay to the Enterprises on demand all costs and expenses incurred by or on behalf of the Enterprises in relation to any increased level of monitoring.

## PART H: PERFORMANCE MANAGEMENT

### 22. PERFORMANCE-BASED PAYMENT DEDUCTIONS AND PERSISTENT BREACH

#### 22.1. Performance-based Payment Deductions

22.1.1. Pursuant to Section 3(b) of Schedule 5 (*Milestone Payments*) and Part 1 of Schedule 6 (*Performance Mechanism*), certain Construction Period performance related deductions shall be made from the Substantial Completion Milestone Payment.

22.1.2. Pursuant to Parts 2 and 3 of Schedule 6 (*Performance Mechanism*), certain Operating Period performance related deductions shall be made from each Performance Payment.

#### 22.2. Persistent Breach by Developer

22.2.1. If a breach of this Agreement (other than any breach that constitutes a Noncompliance Event or results in the accrual of a Construction Closure Deduction or an Operating Period Closure Deduction) has:

- a. continued for more than 14 continuous Calendar Days; or
- b. occurred three or more times in any six month period,

then the Enterprises may serve a notice (an "Initial Warning Notice") on Developer:

- c. specifying that it is an Initial Warning Notice;
- d. giving reasonable details of the breach; and
- e. stating that the relevant breach is a breach which, if it continues for the period of time specified in Section 22.2.2.a or recurs as specified in Section 22.2.2.b, may result in a Developer Default for Persistent Breach,

provided that an Initial Warning Notice may not be served in respect of any incident of breach which has previously been the subject of a separate Initial Warning Notice or a Final Warning Notice.

22.2.2. If the breach specified in an Initial Warning Notice:

- a. continues beyond 30 consecutive Calendar Days; or
- b. recurs three or more times within the six month period after the date of service of the Initial Warning Notice,

then the Enterprises may serve another notice (a "Final Warning Notice") on Developer:

- c. specifying that it is a Final Warning Notice;
- d. stating that the breach specified has been the subject of an Initial Warning Notice; and
- e. stating that:
  - i. the continuation of such breach for more than an additional 14 consecutive Calendar Days; or
  - ii. the recurrence of such breach two or more times within the six month period after the date of service of the Final Warning Notice,

shall constitute a "Persistent Breach", which itself shall constitute a Developer Default pursuant to Section 32.1.1.

**23. SAFETY COMPLIANCE, SUSPENSION OF THE WORK AND PUBLIC SECTOR RIGHTS TO INTERVENE****23.1. Safety Compliance**

23.1.1. Subject to their obligations under Section 23.1.2, the Enterprises may, in their discretion, issue Safety Compliance Orders to Developer from time to time.

23.1.2. Except in the case of an Emergency, the Enterprises shall use Reasonable Efforts:

- a. to promptly inform Developer of any circumstance or information relating to the Project which, in the Enterprises' reasonable judgment, is likely to result in the issuance of a Safety Compliance Order; and
- b. consult with Developer prior to issuing a Safety Compliance Order.

23.1.3. Developer shall promptly and expeditiously implement each Safety Compliance Order that the Enterprises issue pursuant to Section 23.1.1 within the time period specified therein by the Enterprises (acting reasonably), including through the use of Reasonable Efforts by Developer to overcome any inability to comply with any Safety Compliance Order caused by a Supervening Event. The Enterprises shall be entitled to take action pursuant to Section 23.4.1.d if Developer fails to comply with its obligations pursuant to this Section 23.1.3.

**23.2. Refusal of Access**

The Enterprises reserve the right to refuse (or, alternatively, authorize the Department to refuse) access to the Right-of-Way by any Person:

- a. if the Enterprises reasonably believe that:
  - i. the presence or activities of such Person on the Right-of-Way or any Additional Right-of-Way represents a material risk to the health or safety of any person, the Environment, the community or property;
  - ii. such Person is under the influence of alcohol or drugs; or
  - iii. such Person is acting or threatening to act in a violent, harassing, discriminatory or illegal manner, or such Person previously acted in such a manner; or
- b. who previously committed any of the conduct described under Section 23.2.a while accessing any part of the Site.

**23.3. Suspension of Construction Work**

23.3.1. The Enterprises shall at all times have the right and authority to suspend, in whole or in part, the Work by written order to Developer. Any such order shall state the Enterprises' reasons for the required suspension of the Work.

23.3.2. Except where any suspension of the Work by the Enterprises pursuant to Section 23.3.1 is made:

- a. in response to:
  - i. any failure by Developer to comply with any Law, Governmental Approval or Permit; or
  - ii. the existence of conditions unsafe for workers, other Project personnel or the general public, including failures to comply with Project Standards related to safety or to comply with any Safety Compliance Order; or
- b. pursuant to Section 25.3.3.b,

any such suspension order shall constitute a Compensation Event.

**23.4. Self-Help**

## 23.4.1. Self-help rights

Without limiting any other rights of the Enterprises under this Agreement, if the Enterprises reasonably believe that they need to take action in connection with the Project or the Work as a result of:

- a. an Emergency having occurred and being continuing;
- b. any Developer Default having occurred and not having been cured within any relevant Developer Default Cure Period;
- c. Developer having failed to comply with its obligations pursuant to Section 9.4.4.a with respect to any Defect in the Warranted Elements or any other breach of the Warranties;
- d. Developer having failed to comply with its obligations pursuant to Section 23.1.3 with respect to any Safety Compliance Order; and/or
- e. being necessary to discharge a constitutional or statutory duty or a duty imposed on the Enterprises, CDOT or the State by any Law, or to facilitate any such discharge by the Enterprises, CDOT or the State,

then, subject to Lenders' rights pursuant to the Lenders Direct Agreement, the Enterprises shall be entitled to take action pursuant to Sections 23.4.2 and 23.4.3.

## 23.4.2. Notice of election to exercise self-help rights

Except in the case of an Emergency or a Developer Default, in which case the Enterprises shall only be obliged to use Reasonable Efforts to comply with their obligations under this Section 23.4.2, if the Enterprises wish to take action pursuant to Section 23.4.1 they shall notify Developer a reasonable time prior to taking such action, which notice shall include the following:

- a. a description of any action that the Enterprises reasonably believe is necessary for them to take;
- b. the reason for such action;
- c. the date the Enterprises intend to commence such action;
- d. the time period Developer has (if any) to take action before the Enterprises will commence such action;
- e. the time period which the Enterprises believe will be necessary for such action; and
- f. to the extent practicable, the effect on Developer and its obligation to perform the Work during the period such action is being undertaken.

## 23.4.3. Required actions

- a. Following service of a notice by the Enterprises pursuant to Section 23.4.2 and expiration of any time within which Developer is permitted to take action pursuant to Section 23.4.2.d before the Enterprises will take action pursuant to Section 23.4.1, the Enterprises shall take such action as notified under Section 23.4.2 (or, in the case of an Emergency, as they may otherwise determine in their discretion) and any consequential additional action as they reasonably believe is necessary (together, the "Required Action"), and Developer shall use Reasonable Efforts to give all necessary assistance to the Enterprises while they are taking the Required Action.
- b. Except in the case of an Emergency or a Developer Default, in which case the Enterprises shall only be obliged to use Reasonable Efforts to comply with their obligations under this Section 23.4.3.b, the Enterprises shall provide Developer with prompt notice of completion of the Required Action.

23.4.4. Reimbursement of Enterprises' costs and expenses

If the Enterprises take any Required Action in response to or because of any Developer breach of its obligations under this Agreement or any Developer Default, any costs and expenses of the Enterprises incurred in taking, or as a result of taking, such action shall be payable on demand by Developer to the Enterprises.

## PART I: INDEMNIFICATION AND INSURANCE

### 24. INDEMNIFICATION

#### 24.1. No Obligation to Indemnify Developer

Neither the Enterprises, nor CDOT, have any obligation to indemnify Developer.

#### 24.2. Developer Indemnity

Subject to Section 24.3 and Sections 35.2 through 35.6, Developer shall, to the fullest extent permitted by Law, release, protect, defend, indemnify and hold harmless each Enterprise, CDOT and the State (the "Principal Indemnified Parties") and each of their respective officers, directors, agents and employees (each of the Principal Indemnified Parties and each such Person, an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all Claims and/or Losses arising from, or as a consequence of, the performance or non-performance of any of its obligations, or breach, by Developer under this Agreement, including any suffered or incurred in respect of:

- a. death or personal injury;
- b. loss of or damage to any Indemnified Party's property (whether personal or real), equipment or facilities, regardless of whether such property, equipment or facilities are owned, leased or otherwise held by such Indemnified Party, including loss of use thereof;
- c. Claims asserted and/or Losses suffered by any third party, for which purposes "third party" shall include any officer, director, agent or employee who is an Indemnified Party and who asserts a Claim that is:
  - i. against one or more of the Principal Indemnified Parties;
  - ii. within the scope of the indemnities set out in this Section 24.2; and
  - iii. not covered by the worker compensation program of the Principal Indemnified Party against which the Claim is asserted;
- d. any Claim against the Enterprises or CDOT by a counterparty to a Third Party Agreement as a result of any breach by CDOT or the Enterprises of a Third Party Agreement to the extent such breach was caused by an act or omission of Developer or any Developer-Related Entity;
- e. any Claim against the Enterprises or CDOT by any third party in connection with the Enterprises or CDOT's use of any Project Intellectual Property in compliance with the terms of this Agreement;
- f. any violation of Law, including any Federal or state securities Law or similar, or any Environmental Law, by any Developer-Related Entity; or
- g. the authorization, issuance, sale, trading, redemption or servicing of the PABs or any other bonds issued to finance the Project, or Developer's failure to comply with any requirement necessary to preserve the tax exempt status of interest paid on the PABs or other tax exempt bonds.

#### 24.3. Exclusions from Developer Indemnity

Developer's indemnification and hold harmless obligations under Section 24.2 shall not extend to any Loss or Claim of an Indemnified Party to the extent that such Loss or Claim was caused by:

- a. a Supervening Event;
- b. the fault, fraud, willful misconduct, criminal conduct, recklessness, bad faith or gross negligence of such Indemnified Party;

- c. performance or non-performance by the Enterprises of any of their obligations under this Agreement; or
- d. such Indemnified Party's violation of any Laws.

#### 24.4. Claims by Employees

Developer's indemnification obligation under Section 24.2 in relation to Losses and/or Claims against an Indemnified Party by an employee of Developer, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Developer or a Subcontractor under workers' compensation, disability benefit or other employee benefits laws.

#### 24.5. Indemnification Process

- a. If any of the Indemnified Parties receives notice of a Claim or otherwise has actual knowledge of a Claim that it believes is within the scope of the indemnities under Section 24.2, the Enterprises shall as soon as practicable after receipt of the Claim:

- i. provide Developer with notice of the Claim; and
- ii. send to Developer a copy of all written materials the Enterprises have received asserting such Claim,

provided, however, that any failure to give such notice will not constitute a waiver of any rights of the Enterprises except to the extent that the rights of Developer are actually prejudiced thereby.

- b. Each Indemnified Party shall be entitled to appoint counsel of its choice to represent such Indemnified Party in any action for which indemnification is sought pursuant to this Section 24.5 with Developer being responsible for all fees and expenses related to each counsel representing any Indemnified Party.
- c. Developer will not be liable for any settlement or compromise by an affected Indemnified Party of a Claim except with Developer's prior written consent, which consent shall not be unreasonably withheld, or except where the settlement or compromise is approved by an applicable court and such court approval has become final and non-appealable.

### 25. INSURANCE<sup>5</sup>

#### 25.1. Obligation to Obtain and Maintain Insurance

25.1.1. Developer shall, at a minimum, obtain and maintain, or cause to be obtained and maintained, all insurance policies specified in Schedule 13 (Required Insurances) (the "Insurance Policies") pursuant to the requirements of this Section 25 and Schedule 13 (Required Insurances).

25.1.2. Notwithstanding Section 25.1.1, Developer acknowledges and agrees that:

- a. the Enterprises make no representation or warranty as to the adequacy or sufficiency of the minimum Insurance Policy requirements specified in this Agreement, including as to whether such Insurance Policies shall be adequate to protect Developer against:
  - i. the performance or non-performance of its obligations under this Agreement;
  - ii. the risks it is assuming under this Agreement; and
  - iii. its liabilities to any third party;
- b. except as otherwise expressly provided in this Agreement, no limit of liability specified for any Insurance Policy, or approved variances therefrom, shall preclude the Enterprises

<sup>5</sup> **Note to Proposers:** Section 25 (and the accompanying defined terms) is identical to the content of the Section 25 rider released as part of Addendum No. 1, other than the addition of Section 25.5 (concerning reinstatement) and the accompanying definitions of Physical Damage Proceeds, Physical Damage Proceeds Reserve, Reinstatement Plan and Reinstatement Work.

from exercising any right otherwise available to them under this Agreement or at Law; and

- c. to the extent required by Law in connection with Work to be performed during the Term, Developer shall obtain and maintain, or cause to be obtained and maintained, in addition to the Insurance Policies, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law.

25.1.3. For certainty, the insurance coverage Developer is required to obtain and maintain, or cause to be obtained and maintained, pursuant to Sections 25.1.1 and 25.1.2.c may support but shall not limit Developer's indemnification and defense obligations under this Agreement.

## **25.2. General Insurance Requirements**

### 25.2.1. Placement of insurance with Eligible Insurers

- a. All Insurance Policies shall be obtained from, and maintained with, Eligible Insurers.
- b. If an insurer providing any Insurance Policy ceases to be an Eligible Insurer, then Developer shall promptly, and in any event within 10 Working Days of such event occurring, secure alternate coverage with an Eligible Insurer unless the Enterprises otherwise Approve the continued maintenance of such Insurance Policy with the existing insurer.

### 25.2.2. Language; governing law

All Insurance Policies shall be issued in the English language and governed by the laws of Colorado.

### 25.2.3. Developer liability and deductibles

Except to the extent included in any Termination Amount or in any compensation paid with respect to a Supervening Event or Change, as between Developer and the Enterprises, Developer shall be liable for all insurance deductibles, premiums, and liabilities in excess of the coverage provided under any Insurance Policy, and the Enterprises shall have no liability for the same.

### 25.2.4. Primary coverage

- a. Each Insurance Policy shall provide that the coverage thereof is primary and non-contributory with respect to all named insureds, additional insureds (including the Enterprises, CDOT and the Specified Additional Insureds) and loss payees, as their interests may appear.
- b. Any insurance or self-insurance that is maintained by an insured or any additional insured (including the Enterprises, CDOT and any Specified Additional Insured) in addition to any Insurance Policy shall be in excess of such Insurance Policy and not contribute with it.

### 25.2.5. Endorsements

Each Insurance Policy shall be written or endorsed such that:

- a. any:
  - i. failure on the part of a named or any additional insured (including any Specified Additional Insured) to comply with reporting provisions or other conditions of such Insurance Policy;
  - ii. breach of representation or warranty by, breach of any provision in such policy by, or other action or inaction of, a named insured, any additional insured (including any Specified Additional Insured) or others; or
  - iii. change in ownership of all or any portion of the Project or Developer's interest in the same,

shall not affect or vitiate the coverage provided under such Insurance Policy to the other named insureds or any additional insureds (including any Specified Additional Insured) (or to any such named insured's or additional insured's respective members, directors, officers, employees and agents);

- b. such Insurance Policy shall apply separately to each named insured and additional insured (including any Specified Additional Insured) against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- c. coverage under and limits with respect to such Insurance Policy cannot be canceled, voided, suspended, lapsed, modified or reduced except following 30 Calendar Days' (or for non-payment of premium, 10 Calendar Days') prior notice by registered or certified mail (return receipt requested) to the Enterprises, where the insurer shall not have any limitation of liability for failure to provide such notice;
- d. endorsements adding additional insureds (including Specified Additional Insureds) to required policies shall contain no limitations, conditions, restrictions or exceptions to coverage beyond those that apply under the Insurance Policy generally; and
- e. Specified Additional Insureds may be added as additional insureds from time to time as anticipated by the definition thereof,

in the case of each of a. to e., to the extent not prohibited by Law.

#### 25.2.6. Waivers of subrogation

- a. The Enterprises waive all rights against each Developer-Related Entity, and Developer waives all rights against the Enterprises, CDOT and each Specified Additional Insured, in each case for any claims to the extent covered and paid by the Insurance Policies, or by any other insurance obtained and maintained pursuant to Section 25.1.2.c., except such rights as they may have to the proceeds of such insurance.
- b. Developer shall require each Principal Subcontractor and all Subcontractors, to the extent applicable, to provide written waivers (equivalent to Developer's waivers set out in Section 25.2.6.a) in favor of the Enterprises, CDOT and each Specified Additional Insured.
- c. The Enterprises may, at their discretion (provided that such discretion is exercised and notice of the same is given to Developer at least 15 Calendar Days prior to any associated loss) require Developer to provide written waivers equivalent to the waivers set out in Sections 25.2.6.a and 25.2.6.b in favor of the City of Denver, Denver Public Schools and the Cover Maintainer.

#### 25.2.7. Defense costs

No defense costs shall be included within or erode the limits of coverage under any Insurance Policy, except that defense costs may be included within the limits of coverage under each Insurance Policy required pursuant to Sections 1.2, 1.4, 1.5, 1.6, 2.2, 2.4, 2.5 and 2.6 of Schedule 13 (Required Insurances).

#### 25.2.8. Exhaustion of limits

With respect to each Insurance Policy required pursuant to Sections 1.2 and 2.2 of Schedule 13 (Required Insurances), whenever the aggregate limit is exhausted by at least 25% of the required aggregate limit by claims paid or reserved by insurer(s) (such that, for certainty, 75% or less of such required aggregate limit then remains available), Developer shall promptly:

- a. notify the Enterprises of such exhaustion; and
- b. and in any event within five Working Days, deliver evidence to the Enterprises (such evidence reasonable satisfactory to the Enterprises) that Developer has obtained, or caused to be obtained, additional insurance to reinstate the aggregate limit to the

minimum amount required by Section 1.2 or Section 2.2 of Schedule 13 (*Required Insurances*), as the case may be.

### **25.3. Verification of coverage**

25.3.1. Developer shall, not less than five Working Days prior to the effective (or renewal) date of each Insurance Policy, deliver to the Enterprises:

- a. a written certificate of insurance that:
  - i. is on the most recent ACORD form consistent with the required coverage and in standard form;
  - ii. states the identity of all insurers, named insureds and additional insureds;
  - iii. states the type and limits of coverage;
  - iv. included as attachments all additional insured endorsements; and
  - v. is signed by an authorized representative of the insurer shown on the binder; and
- b. a letter from the Insurance Broker placing the Insurance Policy addressed to the Enterprises certifying that:
  - i. such Insurance Broker has reviewed this Section 25 and Schedule 13 (*Required Insurances*);
  - ii. the Insurance Policy so certified has been issued in accordance with this Section 25 and Schedule 13 (*Required Insurances*);
  - iii. all premiums in respect of such Insurance Policy have been paid, or arrangements have been made to pay such premiums in a timely manner; and
  - iv. in the absence of material non-disclosure, misrepresentation or fraud by the named insured, the Enterprises may rely on such letter.

25.3.2. Developer shall promptly, and in any event no later than 90 Calendar Days after the effective (or renewal) date of each Insurance Policy, deliver to the Enterprises a true and complete certified copy of each such Insurance Policy, including all endorsements thereto, provided that if any Insurance Policy insures subject matter other than the Work or the Project (or any part of either thereof) any reference to such other subject matter may be removed from such certified copies so long as such certified copies are accompanied by a letter from the Insurance Broker confirming that such removal has no effect on the conclusions in the letter that it previously provided pursuant to Section 25.3.1.b in respect of such Insurance Policy.

25.3.3. If Developer fails to comply with its obligations under Sections 25.3.1 or 25.3.2, the Enterprises shall, without limiting any of their other rights under this Agreement, have the right, but not the obligation, without notice to Developer, to:

- a. obtain any insurance that is the subject of such failure at Developer's cost and expense; and/or
- b. exercise their right to suspend, in whole or in part, the Work pursuant to Section 23.3.1.

### **25.4. Reporting and Handling of Claims**

25.4.1. Developer's obligations to report and process claims

- a. Unless notified otherwise by the Enterprises pursuant to Section 25.4.2.a with respect to the Enterprises' (or CDOT's) insurance claims (and potential claims), as between the Enterprises and Developer, Developer shall:
  - i. promptly report and process all potential claims under the Insurance Policies;

- ii. promptly and diligently pursue all claims pursuant to the claims procedures specified in such Insurance Policies, whether for defense or indemnity or both; and
- iii. enforce all legal rights against insurers under the Insurance Policies and under Law in order to collect on all claims, including pursuing necessary litigation and enforcement of judgments, provided that Developer shall be deemed to have satisfied this obligation if a judgment is not collectible through the exercise of lawful and diligent means,

in each case, to the extent applicable, following (x) notice to and regular consultation with the Enterprises pursuant to Section 25.4.1.b and (y) the use by Developer of Reasonable Efforts to reflect Enterprises' resulting input.

- b. Developer shall:
  - i. promptly notify the Enterprises of any incident, potential claim, claim or other matter of which Developer becomes aware that:
    - A. involves or could conceivably involve an Indemnified Party as a defendant;
    - B. involves a claim or potential claim by Developer or any other Person under an Insurance Policy, or any other insurance obtained and maintained pursuant to Section 25.1.2.c, with, in any such case, a potential value of \$25,000 (indexed) or more;
    - C. involves a claim which is being denied by an insurer; or
    - D. involves a fatality, and
  - ii. regularly consult with the Enterprises (as and when reasonably requested by the Enterprises) regarding, and thereafter keep the Enterprises fully informed of, any incident, claim or matter of the type referenced in Sections 25.4.1.b.i.A through 25.4.1.b.i.D (including, for certainty, any such incident, claim or matter of which Developer becomes aware by notice from the Enterprises).

#### 25.4.2. Enterprise involvement in reporting and processing claims

- a. Notwithstanding Section 25.4.1, the Enterprises (and CDOT, to the extent it is a Specified Additional Insured with respect to any relevant Insurance Policy) shall have the right, but not the obligation, to report directly to insurers and, subject to prior notice to Developer, process the Enterprises' (or, as applicable, CDOT's) claims under the Insurance Policies.
- b. The Enterprises agree to promptly notify Developer of any Enterprise and/or CDOT incident, or any claim or potential claim against the Enterprises and/or CDOT, and/or any other matters that are reasonably expected to give rise to an insurance claim, in each case of which the Enterprises become aware, and to render to the insurers the Enterprises' and/or CDOT's defense of any claim resulting from the same under such Insurance Policies.
- c. The Enterprises shall use Reasonable Efforts to cooperate with Developer as necessary for Developer to satisfy its obligations under Section 25.4.1, including providing Developer a copy of all written materials that the Enterprises receive asserting a claim against the Enterprises and/or CDOT that is subject to defense by an insurer under an Insurance Policy.

#### 25.4.3. Insurance meetings

Without limiting Developer's obligations under this Section 25.4, Developer and Developer's insurers and control claims adjuster shall meet with the Enterprises' designated insurance representatives at such intervals as the Enterprises may reasonably request, but no less than

twice in each Calendar Year, to review all incidents, potential claims and claim files together with such other matters related to the Insurance Policies as the Enterprises may reasonably request.

## 25.5. Reinstatement

### 25.5.1. Use of Physical Damage Proceeds and conduct of Reinstatement Work

- a. All insurance proceeds received or receivable under the Insurance Policies in respect of physical property damage to the Work or the Project (excluding any delay in startup or business interruption insurance maintained as part of such policies, "Physical Damage Proceeds") shall be applied by Developer to perform work ("Reinstatement Work") necessary to repair, reconstruct, reinstate and replace each part of the Work and the Project in respect of which such proceeds were received.
- b. Prior to carrying out Reinstatement Work for which Physical Damage Proceeds have been received or are payable in an amount in excess of \$1,000,000 (indexed) in respect of a single event (or a series of related events), Developer shall:
  - i. prepare, and submit to the Enterprises for Acceptance, a plan (a "Reinstatement Plan") for performing and completing such Reinstatement Work in accordance with this Agreement (for which purposes the requirements of Schedule 10 (Design and Construction Requirements) shall be deemed to apply to the Reinstatement Work); and
  - ii. following the Enterprises' Acceptance of any such Reinstatement Plan, promptly perform the Reinstatement Work in accordance with such plan, while regularly keeping the Enterprises informed in relation to the progress of such Reinstatement Work,

provided that, pending submission or Acceptance of any Reinstatement Plan, Developer shall promptly begin performing any Reinstatement Work to the extent necessary to comply with Law or to address a material risk to the health or safety of any person or the Environment.

- c. Completion of any Reinstatement Work shall be subject to Acceptance by the Enterprises.
- d. If the Expiry Date or Termination Date occurs prior to the completion of all Reinstatement Work, Developer shall pay, or arrange for payment of, all remaining Physical Damage Proceeds (excluding those held by the Enterprises in the Physical Damage Proceeds Reserve) to the Enterprises. For certainty, the Enterprises may include any such proceeds that are owed but not yet paid to them as part of the Termination Deduction Amount for purposes of calculating any Termination Amount pursuant to Schedule 7 (Compensation on Termination).

### 25.5.2. Physical Damage Proceeds Reserve

- a. Developer shall ensure that, if the Physical Damage Proceeds received or receivable in respect of a single event (or a series of related events) are, in aggregate, in excess of \$1,000,000 (indexed), all such proceeds shall be paid to the Enterprises to be held as a reserve (the "Physical Damage Proceeds Reserve"). The Enterprises shall hold the Physical Damage Proceeds Reserve as a sub-account within its general accounts for purposes of Sections 25.5.2.b and 25.5.2.c and shall only withdraw monies therefrom in accordance with Sections 25.5.2.b and 25.5.2.c. For certainty, Developer shall have no interest in the Physical Damage Proceeds Reserve other than its contractual right to reimbursement pursuant to Section 25.5.2.b.
- b. The Enterprises shall reimburse Developer for reasonable and documented third-party costs and expenses incurred by Developer to effect the Reinstatement Work to the extent that:
  - i. such work complies with the Accepted Reinstatement Plan;

- ii. funds are available in the Physical Damage Proceeds Reserve; and
  - iii. such funds were paid into such reserve in connection with the event (or series of related events) to which such costs and expenses relate.
- c. If the Termination Date or the Expiry Date occurs prior to the completion of any Reinstatement Work, the Enterprises shall be entitled to retain any amounts then standing to the credit of the Physical Damage Proceeds Reserve, subject to Developer's continuing right to reimbursement pursuant to Section 25.5.2.b after the Expiry Date occurs for such Reinstatement Work performed prior to the Expiry Date.

## 25.6. Unavailability of Insurance

### 25.6.1. Unavailability due to an Uninsurable risk

- a. If a risk otherwise covered by any Insurance Policy becomes, or is likely to become, Uninsurable then:
- i. Developer shall notify the Enterprises promptly, and in any event within five Working Days, after becoming aware of that any such risk has become, or is likely to become, Uninsurable;
  - ii. Developer shall thereafter provide the Enterprises with such information as the Enterprises reasonably request regarding the Uninsurable risk; and
  - iii. the Parties shall promptly meet to discuss the means by which the risk should be managed or shared under the circumstances.
- b. If it is agreed or determined that any risk has become Uninsurable, then:
- i. Developer shall be relieved of its obligations pursuant to Section 25.1.1 to the extent, and only to the extent, that Developer's inability to comply with such obligations is due directly to, and limited to the duration of, such risk having become Uninsurable; and
  - ii. the Enterprises shall (at their discretion):
    - A. terminate this Agreement pursuant to Section 33.1.7 and pay to Developer an amount equal to the amount calculated pursuant to Section 2 of Schedule 7 (*Compensation on Termination*);
    - B. elect to continue this Agreement, in which case, but only for so long as such risk remains Uninsurable:
      - (I) the Enterprises agree that, following the occurrence of such risk, they shall pay Developer an amount equal to the insurance proceeds that would have been payable under the Insurance Policies had such risk not become Uninsurable, subject to the limitations, conditions and exclusions set out in the certificates and policies of insurance relating to the relevant Insurance Policies most recently provided by Developer to the Enterprises (or, if no such certificates or policies of insurance have previously been provided, such limitations, conditions and exclusions as the Enterprises may reasonably determine would have applied), provided that Developer shall remain responsible for any deductibles; and
      - (II) in respect of each month during any part of which the relevant insurance relating to such risk is not maintained, Developer shall pay to the Enterprises, or (at the Enterprises' discretion during the Operating Period) the Enterprises shall set-off against the Performance Payments pursuant to Section 5 of Part 3 of

Schedule 4 (Payments), an amount equal to the premium paid by Developer in respect of the relevant risk in respect of the month prior to such risk becoming Uninsurable (using a reasonable estimate of such amount where a precise figure is not available and pro-rating any annual or other premium previously payable where appropriate); or

- C. issue an Enterprise Change, as a result of which Developer shall be left in a No Better and No Worse position (relative to the position that it would have been had the Enterprises elected to proceed under Section 25.6.1.b.ii.B) with respect to such Uninsurable risk and, for certainty, this Agreement shall continue.
- c. For so long as any risk remains Uninsurable and this Agreement remains in effect, Developer shall approach the insurance market at least once every three months to establish whether the risk continues to be Uninsurable. Promptly upon Developer becoming aware that the risk is no longer Uninsurable, Developer shall, as soon as is reasonably practicable, take out and maintain, or cause to be taken out and maintained, the insurance required to be maintained for such risk pursuant to this Agreement, and on such insurance becoming effective the provisions of Section 25.6.1.b shall cease to apply in respect of such risk.

#### 25.6.2. Unavailable Terms

- a. If any Insurance Term that would otherwise be included in an Insurance Policy becomes, or is likely to become, an Unavailable Term then:
  - i. Developer shall notify the Enterprises promptly, and in any event within five Working Days, after becoming aware of the existence of an Unavailable Term or the likelihood of an Insurance Term becoming an Unavailable Term;
  - ii. Developer shall thereafter provide the Enterprises with such information as the Enterprises reasonably request regarding the Unavailable Term; and
  - iii. the Parties shall promptly meet to discuss the means by which the existence of such Unavailable Term should be managed or its consequences shared under the circumstances.
- b. If it is agreed or determined that an Insurance Term has become an Unavailable Term, then:
  - i. Developer shall be relieved of its obligations pursuant to Section 25.1.1 to include the relevant Insurance Term in the relevant Insurance Policies to the extent, and only to the extent, that Developer's inability to comply with such obligations is due directly to, and limited to the duration of, such term having become an Unavailable Term; and
  - ii. in respect of each month during any part of which the relevant Insurance Term is an Unavailable Term, Developer shall pay to the Enterprises, or (at the Enterprises' discretion during the Operating Period) the Enterprises shall set-off against the Performance Payments pursuant to Section 5 of Part 3 of Schedule 4 (Payments), an amount of premium equal to the amount paid by Developer in respect of the Unavailable Term in respect of the month prior to such term becoming an Unavailable Term (using a reasonable estimate of such amount where a precise figure is not available and pro-rating any annual or other premium previously payable where appropriate) net of any annual amount paid or payable by Developer with respect to such month to maintain, or cause to be maintained, any (whether full or partial) alternative or replacement term and/or condition in respect of such Insurance Term pursuant to Section 25.6.2.d.

- c. For so long as an Insurance Term is an Unavailable Term, Developer shall approach the insurance market at least once every three months to establish that the relevant term remains an Unavailable Term. Promptly upon Developer becoming aware that the term is no longer an Unavailable Term, Developer shall, as soon as is reasonably practicable, take out and maintain, or cause to be taken out and maintained, the relevant insurance including such previously Unavailable Term pursuant to this Agreement, and on such insurance becoming effective the provisions of Section 25.6.2.b shall cease to apply in respect of such Insurance Term.
- d. Notwithstanding Section 25.6.2.b, to the extent that it is agreed or determined that an alternative to or replacement of the Unavailable Term is available to Developer in the worldwide insurance market with Eligible Insurers, which if included in the relevant Insurance Policy would fully or partially address Developer's inability to fully comply with its obligations pursuant to Section 25.1.1, at a cost which contractors in relation to transportation-related infrastructure projects in the United States are (at such time) generally prepared to pay, Developer shall obtain and maintain, or cause to be obtained and maintained, insurance including such alternative or replacement Insurance Term.

## 25.7. Benchmarking of Insurance Costs

- 25.7.1. The procedure set out in this Section 25.7 shall be used to determine how the Parties shall share any increase, or benefit from any decrease, in the cost of Benchmarked Insurances.
- 25.7.2. Developer shall cause the Insurance Broker to prepare (at Developer's cost and expense) and deliver to the Enterprises (no later than 10 Working Days after the end of the most recent Insurance Review Period a report in respect of such Insurance Review Period (the "Joint Insurance Cost Report"). Each Joint Insurance Cost Report shall be addressed to both Developer and the Enterprises on a reliance basis.
- 25.7.3. Each Joint Insurance Cost Report shall, at a minimum, contain the following information in respect of the relevant Insurance Review Period:
  - a. a full breakdown of the Actual Benchmarked Insurance Cost;
  - b. a full breakdown of the Base Benchmarked Insurance Cost;
  - c. a spreadsheet detailing separately:
    - i. the sum(s) insured/limit(s) of indemnity (i.e. rateable factor) for each of the Benchmarked Insurances;
    - ii. the premium rate for each of the Benchmarked Insurances;
    - iii. the net premium paid (or to be paid) for each of the Benchmarked Insurances (i.e. excluding both insurance premium tax and broker's fees and expenses);
    - iv. the actual deductible(s) applicable to the calculations made in the Joint Insurance Cost Report; and
    - v. details of all claims paid or reserved (including incident date and type and amount of claim);
  - d. an assessment, quantification and breakdown of each increase or decrease in insurance costs that, in aggregate, determine the amount of any Project Insurance Change together with an explanation of the reasons therefor;
  - e. the calculation of the Insurance Cost Differential and of any resulting Exceptional Cost or Exceptional Saving arising from this calculation;
  - f. the opinion of the Insurance Broker as to the reasons why the Actual Benchmarked Insurance Cost has varied from the Base Benchmarked Insurance Cost, specifying the impact of each explanatory factor and quantifying the amount attributable to each such factor; and



## PART J: EQUITY AND PROJECT DEBT

### 26. EQUITY REQUIREMENTS

#### 26.1. Equity Contribution Requirements

26.1.1. Subject to Section 26.1.2, on and from the Financial Close Date through and including the Substantial Completion Date, Developer shall, at all times, have and maintain Committed Investments equal to or greater than 10% of the amount equal to the aggregate of:

- a. the then Committed Investment; *plus*
- b. the total principal amount of the then outstanding Long Term Project Debt.

26.1.2. The minimum amount of Committed Investments required under Section 26.1.1 is subject to reduction only:

- a. with the Approval of the Enterprises; or
- b. with the Acceptance of the Enterprises in the event that the amount of Committed Investments is required to be reduced below such percentage:
  - i. as part of a workout of a breach or default under the Financing Documents that were entered into in connection with Financial Close; or
  - ii. as a result of Developer incurring additional Project Debt pursuant to a Rescue Refinancing.

#### 26.2. Equity Transfer and Change of Control Restrictions

26.2.1. A Developer Default shall occur if an Equity Transfer in relation to any direct or indirect legal, beneficial or equitable ownership interest in Developer is effected:

- a. during the Restricted Transfer Period, other than if such Equity Transfer is a Permitted Equity Transfer;
- b. after the Restricted Transfer Period, if such Equity Transfer results in a Change of Control that has not been consented to by the Enterprises pursuant to Section 26.2.2; and
- c. at any time (other than as a Permitted Equity Transfer under paragraph a of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*)), to a Person that at the time of the proposed transfer is disqualified, suspended or debarred, or subject to a proceeding to suspend or debar such Person, from bidding, proposing or contracting with any Governmental Authority.

26.2.2. After the Restricted Transfer Period, any Equity Transfer that results in a Change of Control shall require the consent of the Enterprises, provided that such consent may be withheld or made subject to the condition of the provision of reasonable additional security or other reasonable arrangements if (and only if) the Enterprises determine, acting reasonably, that:

- a. the proposed transaction or transactions is or are prohibited by Law; or
- b. after the occurrence of such Change of Control Developer's ability to perform its obligations under this Agreement would be materially diminished, which determination may be based upon, or take into account in addition to other factors that the Enterprises may reasonably determine are relevant, the financial strength, integrity, past performance and relevant experience of the proposed transferee(s) relative to the proposed transferor(s) and the then current performance requirements under this Agreement.

26.2.3. Following a written request from the Enterprises, Developer shall promptly provide to the Enterprises any or all of the following information regarding a proposed transferee in order to enable the Enterprises to determine whether or not to provide their consent to any Equity Transfer that would result in a Change of Control pursuant to Section 26.2.2:

- a. the name and address of the proposed transferee;
  - b. unless such proposed transferee is a publicly traded entity, the names of the proposed transferee's shareholders or members together with the share capital or partnership or membership interests, as the case may be, held by each of them;
  - c. the manner in which the proposed transferee shall be financed and the extent to which such financing is committed (to the extent relevant);
  - d. copies of the proposed transferee's financial statements (audited, if available) for its three most recent financial years (or such shorter period as such entity has been in existence) or, in the case of a special purpose company, its opening balance sheet;
  - e. a copy of the proposed transferee's organizational documents; and
  - f. details of the resources available to the proposed transferee and the proposed transferee's qualifications, experience and/or technical competence to fulfill the obligations of an Equity Member with Control, including the names, qualifications, experience and/or technical or other professional competence of the proposed transferee's directors and any key personnel who shall have responsibility for the day-to-day management of its participation in the Project as an Equity Member.
- 26.2.4. Developer shall use Reasonable Efforts to provide the Enterprises with at least 30 Calendar Days' prior notice of any Equity Transfer in relation to any direct or indirect legal, beneficial or equitable ownership interest in Developer.
- 26.2.5. Any Equity Transfer made or purportedly made in violation of the restrictions set out in Sections 26.2.1 or 26.2.2 shall be null and void.
- 26.2.6. Developer agrees to reimburse the Enterprises for all reasonable costs and expenses (including fees and expenses of legal counsel) incurred by the Enterprises in connection with its review of any Equity Transfer.

## **27. DEBT FINANCING**

### **27.1. Developer Responsibilities for Financing**

- 27.1.1. Developer is solely responsible for obtaining and repaying all financing necessary for the Work and the Project, without recourse to the Enterprises except as expressly permitted or specified in this Agreement. Subject to Schedule 1 (Financial Close), Developer exclusively bears the risk of any changes in the interest rate, credit spreads, payment provisions, collateral requirements, financing charges, breakage charges or other terms of any of its financing commitments.
- 27.1.2. If Developer seeks to utilize PABs or a TIFIA Loan to finance the Work and the Project, then Developer is responsible for obtaining necessary approvals, complying with all applicable Federal, State and local requirements and achieving Financial Close, in each case subject to Section 27.4 and Schedule 1 (Financial Close).

### **27.2. Mandatory Terms of Financing Documents**

Each Financing Document, including any amendments or supplements thereto, shall comply with, and, as required, incorporate the terms set out in, Part B of Schedule 16 (Mandatory Terms).

### **27.3. Limited Permission to Grant Security**

- 27.3.1. Developer may grant security interests in, or assign its interest in, and its rights and obligations under:
- a. this Agreement;
  - b. the Subcontracts;
  - c. each Contractor Bond; and

- d. the Insurance Policies (provided that any such security interest or assignment does not prejudice the operation of Section 25.5),

in each case excluding any rights or interests to or in the Handback Reserve Account, to Lenders exclusively for purposes of securing the Project Debt, subject to the terms and conditions contained in this Agreement.

27.3.2. Developer is strictly prohibited from mortgaging, pledging or encumbering, or creating a lien, charge or security interest on or against, its interest in, and its rights and obligations under, this Agreement, the Subcontracts, any Contractor Bonds and the Insurance Policies or any portion thereof, to secure any indebtedness of any Person other than:

- a. itself;
- b. any special purpose entity that owns Developer but has no other assets and has purposes and powers limited to the Project and the Work;
- c. a special purpose entity subsidiary owned by either Developer or by an entity described in Section 27.3.2.b; or
- d. the PABs Issuer,

and no Security Document or other instrument purporting to do the same shall extend to or affect the right, title and interest of the Enterprises in the Project or the Enterprises' rights or interests under this Agreement.

27.3.3. Notwithstanding the foreclosure or other enforcement of any security interest created by, or assignment made pursuant to, a Security Document, Developer shall remain liable to Enterprises for the payment of all sums owing to the Enterprises under this Agreement and the performance and observance of all of Developer's obligations under this Agreement.

#### **27.4. Limitations on Enterprise Involvement in and Liability for any Financing**

27.4.1. At Developer's written request, the Enterprises shall use Reasonable Efforts in order to assist Developer's efforts to achieve Financial Close with a TIFIA Loan and/or PABs, provided that, subject to Schedule 1 (Financial Close), the Enterprises shall not bear any risk for the failure to obtain funding from either of these potential sources, and any such failure shall not diminish Developer's obligations under this Agreement.

27.4.2. None of the Enterprises, CDOT or any other Governmental Authority, other than the PABs Issuer to the extent of its obligations in relation to the PABs issued by it, shall:

- a. without prejudice to the Enterprises' obligations pursuant to Section 15.6, have any liability whatsoever for payment of any Project Debt, or of any other obligations issued or incurred by any Person in connection with this Agreement or the Project, or any interest accrued thereon or any other sum secured by or accruing under any Financing Document; or
- b. join in, execute or guarantee any note or other evidence of indebtedness or any other obligation incurred in connection with this Agreement, the Project or under any Financing Document.

27.4.3. Any review or comment by the Enterprises of any Financing Document is not:

- a. a guarantee or endorsement of the Project Debt or any other obligations issued or incurred by any Person in connection with this Agreement or the Project; or
- b. a representation, warranty or other assurance as to the ability of any Person to perform its obligations with respect to the Project Debt or with respect to any other obligations of such Person in connection with this Agreement or the Project.

## 27.4.4. Except:

- a. in the case of default by the PABs Issuer of its express obligations set out in a Financing Document to which it is a party; and
- b. in the case of a breach by the Enterprises of their express obligations to Lenders set out in the Lenders Direct Agreement,

the Enterprises shall not have any obligation to any Lender and no Lender is entitled to seek any damages or other amounts from the Enterprises (and, in the case of an event specified in Section 27.4.4.a, then only from BE in its capacity as PABs Issuer), whether for Project Debt or any other amount. For certainty, the foregoing does not affect Enterprises' liability to Developer under Section 33 and Schedule 7 (*Compensation on Termination*) for the payment of any Termination Amount.

**28. FINANCIAL MODEL****28.1. General**

28.1.1. Whenever a Relevant Event occurs (except as otherwise provided in this Agreement or where the Parties mutually agree otherwise), the financial consequences of such event shall be determined pursuant to this Section 28.

28.1.2. Where, for the purposes of this Section 28, the Financial Model is to be used to make calculations related to, and/or to be adjusted by reference to, a Relevant Event, this shall be carried out by Developer, in consultation with the Enterprises, to reflect the impact of the Relevant Event in respect of which such calculations and/or adjustment is being undertaken.

28.1.3. In calculating any Change in Costs, Delay Financing Costs or Milestone Payment Delay Costs and in assessing other adjustments to be made to the Financial Model arising from a Relevant Event, Developer shall not be entitled to take into account the financial impact up to or after the date of the Relevant Event of those risks which Developer bears under the terms of this Agreement, including (to the extent so borne by Developer under this Agreement) changes in taxation rates, inflation and the impact of any deductions made by the Enterprises pursuant to Schedules 4 (*Payment*), 5 (*Milestone Payments*) and 6 (*Performance Mechanism*).

**28.2. No Better and No Worse**

Any reference in this Agreement to "No Better and No Worse" or to leaving Developer in a "No Better and No Worse position" shall be construed by reference to Developer's:

- a. rights, duties and liabilities under or arising pursuant to the performance of this Agreement, the Financing Documents and the Principal Subcontracts; and
- b. ability to perform its obligations and exercise its rights under this Agreement, the Financing Documents and the Principal Subcontracts,

so as to ensure that:

- c. Developer is left in a position which is financially no better and no worse in relation to the Key Ratios and the Equity IRR which position shall be ascertained by determining through an adjustment to the Financial Model made pursuant to Sections 28.3 and 28.4 the adjustment or credit to the payments between the Parties hereunder required to maintain Developer in the financial position it would have been in under the version of the Financial Model applicable immediately prior to the relevant adjustment (provided that any such adjustment or credit shall be reduced by the amount of any Change in Costs, Delay Financing Costs and/or Milestone Payment Delay Costs that Developer is required to bear pursuant to Section 15.7 and/or any unrelated set-off by the Enterprises pursuant to Section 44.1.1); and
- d. the ability of Developer to comply with this Agreement is not adversely affected or improved as a consequence of the Relevant Event.

**28.3. Amendments to Logic and/or Formulae**

- 28.3.1. Where it is necessary to amend the logic or formulae incorporated in the Financial Model to permit calculations and/or adjustments to be made as required by this Section 28, such amendments shall be made to the extent necessary.
- 28.3.2. If any amendment is to be made to the logic or formulae incorporated in the Financial Model pursuant to Section 28.3.1, the Financial Model shall first be run immediately prior to the making of any such amendment to ensure that the Key Ratios from the Financial Model are maintained at levels that are neither lower nor higher than the Key Ratios existing immediately after making such amendment, and the difference in the Equity IRR after and immediately prior to making such amendment does not differ by more than one basis point (being 0.01%).

**28.4. Financial Model Audits and/or Accuracy**

- 28.4.1. In connection with any adjustments made to the Financial Model, including amendments to the logic or formulae incorporated in the Financial Model as contemplated by Section 28.3, and as a condition to any Approval pursuant to Section 28.6, Developer shall deliver to the Enterprises an audit of such amended version of the Financial Model from an independent audit firm that is unaffiliated with Developer, is otherwise free of any conflict of interest and has a nationally recognized reputation.
- 28.4.2. Developer shall bear the entire risk of any errors in or omissions from the Financial Model and shall not be entitled to any compensation or other relief from the Enterprises in relation to any Loss or damage that it suffers as a result of any such error or omission.

**28.5. Copies of the Revised Financial Model**

Following any adjustment or other revision to the Financial Model under the provisions of this Section 28 or pursuant to Section 29, Developer shall promptly deliver a copy of the revised Financial Model to the Escrow Agent pursuant to the Financial Model Escrow Agreement in the same form as the version delivered pursuant to Schedule 1 (Financial Close) prior to Financial Close.

**28.6. Replacement of Financial Model**

Any Financial Model produced following adjustments pursuant to this Section 28 shall, when it is Approved by the Enterprises, become the Financial Model for the purposes of this Agreement until any further amendment pursuant to this Section 28 or 29.

**28.7. Financial Model License**

- a. Developer grants to the Enterprises a license to use the Financial Model commencing from its delivery pursuant to this Agreement to end of the Term or, if later, the date of full settlement of all mutual claims arising out of this Agreement that the Parties may have against each other if such a date occurs after the end of the Term, for any purpose in connection with this Agreement and/or the Project.
- b. The license granted pursuant to Section 28.7.a shall not be transferable or assignable by the Enterprises except to CDOT or to any Person to whom this Agreement may be transferred in accordance with Section 39.2 and then only for purposes in connection with this Agreement and/or the Project.

**29. REFINANCINGS****29.1. Enterprises' Approval, and Sharing in the Gains of Qualifying Refinancings**

- 29.1.1. Developer shall not implement any Qualifying Refinancing without the prior Approval of the Enterprises.
- 29.1.2. Following the completion by Developer of any Enterprise approved Qualifying Refinancing, the Enterprises shall be entitled to collectively receive a 50% share of any Refinancing Gain arising

therefrom, provided that the Enterprises shall not withhold or delay their Approval to a Qualifying Refinancing in order to obtain greater than such a 50% share of the Refinancing Gain.

## **29.2. Refinancing Details**

- 29.2.1. Developer shall notify Enterprises of any Qualifying Refinancing at least 30 Working Days (or 15 Working Days, in case of a Rescue Refinancing) in advance of the date that is proposed that such Qualifying Refinancing becomes effective.
- 29.2.2. The notice to be provided by Developer referred to in Section 29.2.1 shall include details of any changes to Developer's obligations to the Lenders, details of the anticipated Refinancing Gain and details of changes or replacements to the Financing Documents, and shall include a copy of the proposed revised Financial Model relating to the proposed Refinancing (if any) and the basis for the assumptions used in the proposed Financial Model.
- 29.2.3. No later than 10 Working Days (or five Working Days, in the case of a Rescue Refinancing) after delivery of the notice by Developer to the Enterprises pursuant to Section 29.2.1, the Enterprises (following consultation with Developer and good faith consideration of Developer's reasonable recommendations regarding the sharing of any Refinancing Gain) shall notify Developer as to how Enterprises shall elect to receive its share of the Refinancing Gain pursuant to Section 29.3. No later than 10 Working Days (or five Working Days, in the case of a Rescue Refinancing) after delivery of such notice to Developer, Developer shall deliver to the Enterprises a detailed update to its original notice referred to in Section 29.2.1 reflecting any adjustments to the proposed revised Financial Model necessary to account of the Enterprises' election. With the Enterprises' Approval, such revised Financial Model shall become the Financial Model for purposes of this Agreement until any further amendment pursuant to this Section 28 or Section 29.
- 29.2.4. The Enterprises shall (before, during and at any time after any Refinancing) have unrestricted rights of audit over any Financial Model and documentation (including any aspect of the calculation of the Refinancing Gain) used in connection with that Refinancing, whether or not the Refinancing is a Qualifying Refinancing.

## **29.3. Receipt of Enterprises' Share**

The Enterprises shall have the right to elect to receive its share of any Refinancing Gain described in Section 29.1.2 as either:

- a. to the extent Developer receives a lump sum payment as a result of the Qualifying Refinancing, a lump sum payment (not to exceed 50% of such Refinancing Gain), to be paid promptly and in any event no later than five Working Days following the relevant Distribution;
- b. a reduction in the Performance Payment over the remainder of the Term in a manner to be determined by the Enterprises provided that Developer is left in a No Better and No Worse position (after taking into account Developer's share of the relevant Refinancing Gain); or
- c. a combination of a. and b.

## **29.4. Costs**

The Refinancing Gain shall be calculated after taking into account the reasonable and proper professional costs that each Party directly incurs in relation to the Qualifying Refinancing and on the basis that all reasonable and proper professional costs incurred by the Enterprises shall be paid to the Enterprises by Developer no later than 20 Working Days after any Qualifying Refinancing.

## **29.5. Notifiable Refinancings**

Without prejudice to the other provisions of this Section 29, Developer shall notify the Enterprises of all Notifiable Refinancings on becoming aware of the same and again when they are entered

into and provide full details of the same within 30 Calendar Days of the date the relevant agreements for the Notifiable Refinancing are entered into.

#### **29.6. Delivery of Changed Financing Documents**

At any time an amendment is made to any Financing Document or Developer enters into a new Financing Document (or any agreement which affects the interpretation or application of any Financing Document), Developer shall deliver to the Enterprises a conformed copy of each such amendment or agreement within 10 Working Days of the date of its execution or creation (as applicable) certified as a true copy by an officer of Developer.

#### **30. TAXES**

30.1.1. Developer shall pay, prior to delinquency, all Taxes, including, for certainty, all Ad Valorem and Possessory Interest Taxes and all State Sales Taxes, in each case in respect of Developer's performance of the Work, Developer's obligations under this Agreement, Developer's interests in and rights to the Site and the Project License and any other Developer-Related Entity interest in this Agreement and the Project. Subject to Section 30.1.5 and Developer's rights arising as a result of the occurrence of any Compensation Event as described in paragraph c.i. of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*), the Enterprises shall not be responsible for any Taxes levied on Developer or on any other Developer-Related Entities.

30.1.2. Subject to Section 30.1.5, Developer accepts sole responsibility for, and agrees that it shall have no right to a Supervening Event or to any other Claim for relief due to, its misinterpretation of Laws in relation to Taxes or incorrect assumptions regarding applicability of Taxes.

30.1.3. Developer shall promptly notify the Enterprises after it becomes aware that it (or any other Developer-Related Entity) may be legally obligated to pay:

- a. any:
  - i. ad valorem property tax imposed by a Governmental Authority under the laws of the State; or
  - ii. possessory interest property tax pursuant to Article 39, Sections 1-14 C.R.S. (including, for certainty, 39-1-103 (17), C.R.S.),  
(each an "Ad Valorem and Possessory Interest Tax"); or
- b. any sales and use tax ("State Sales Tax") imposed by the State under the laws of the State (excluding, for certainty, any sales and use tax imposed by the City of Denver or any other Governmental Authority that is not the State),

in each case in connection with the Work and the Project.

30.1.4. Developer shall:

- a. cooperate and coordinate with the Enterprises in their efforts to reduce or eliminate Developer's liability for any Ad Valorem and Possessory Interest Tax and State Sales Tax for which the Enterprises otherwise would be obligated to reimburse Developer pursuant to Section 30.1.5; and
- b. use (and ensure that each other relevant Developer-Related Entity uses) Reasonable Efforts to mitigate the imposition and amount of the relevant Tax.

30.1.5. The Enterprises shall reimburse Developer for the actual amount of any Ad Valorem and Possessory Interest Tax and State Sales Tax paid in connection with the Work and the Project, excluding any such Tax imposed or owing as a result of any breach of Law, Governmental Approval, Permit or this Agreement, fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of any Developer-Related Entity, no later than the date that is 45 Calendar Days after the Enterprises' receipt of a demand for such reimbursement (or, provided that such 45 Calendar Day period has expired, no later than 10 Working Days prior to the final date by which Developer is legally obligated to pay such Tax), which demand shall include:

- a. all supporting evidence necessary to substantiate such demand, including, in the case of any State Sales Tax, evidence that Developer or any relevant Developer-Related Entity submitted the requisite Sales Tax exemption certificate for the transaction in question; and
- b. evidence of Reasonable Efforts by Developer and any other relevant Developer-Related Entities to mitigate the imposition and amount of the relevant Tax,

and satisfaction of both a. and b. shall be conditions precedent to the Enterprises' reimbursement payment to Developer.

### **31. RESTRICTIONS ON REVENUE GENERATING ACTIVITIES**

#### **31.1. Restrictions on Tolling**

31.1.1. The Enterprises (and CDOT) have exclusive rights to impose tolls or any other user fees (in any form) in relation to the Project, including the right to deposit and allocate any resulting revenues as they determine in their discretion.

31.1.2. Developer hereby acknowledges and agrees that:

- a. it has no right to:
  - i. impose tolls or any other user fees (in any form) in relation to the Project; or
  - ii. directly or indirectly engage in any revenue generating business on any part of the Site in connection with the Project, other than the conduct of its business pursuant to Section 8.1.2.a and the revenues it receives from the Enterprises pursuant to this Agreement;
- b. it will not have any lien over or security interest in any toll revenues, user fees or other revenues generated by the Enterprises, CDOT or other Persons on any part of the Site or in connection with the Project.

#### **31.2. Restrictions on Advertising**

31.2.1. The Enterprises retain all rights relating to approving, planning and/or selling advertising on the Right-of-Way, any Additional Right-of-Way and any other Assets, and otherwise in connection with the Project.

31.2.2. Developer shall:

- a. use Reasonable Efforts to cooperate with; and
- b. without prejudice to Developer's rights arising as a result of the occurrence of any Compensation Event as described in paragraph b.iv. of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*), grant all necessary access to,

the Enterprises and any Person authorized by the Enterprises in connection with the exercise of the Enterprises' retained rights under Section 31.2.1.

## PART K: DEFAULTS, REMEDIES AND TERMINATION

### 32. DEFAULTS AND REMEDIES

#### 32.1. Developer Defaults and Cure Periods

32.1.1. The occurrence of any one of the events set out in the column titled “Developer Default” in the table below shall constitute a “Developer Default”. For purposes of this Agreement, “Developer Default Cure Period” means, in respect of a Developer Default, the cure period (if any) specified in the column titled “Cure Period” in the table below in the same row as such Developer Default, subject to extension in accordance with Section 32.1.2.

#### Developer Defaults

<u>Developer Default</u>	<u>Cure Period</u>
(1) An Insolvency Event occurs in respect of Developer.	None.
(2) During the Restricted Transfer Period, an Insolvency Event occurs in respect of a Controlling Equity Member and such Insolvent Controlling Equity Member remains a Controlling Equity Member 30 Calendar Days after the occurrence of such Insolvency Event.	
(3) An Insolvency Event occurs in respect of a Guarantor for a Principal Subcontractor whose Work is not completed at the time of such occurrence and there is no: <ul style="list-style-type: none"> <li>(a) replacement of an Insolvent Guarantor by a guarantor that is Approved by the Enterprises;</li> <li>(b) provision of security for such Insolvent Guarantor’s guaranty in the form of a cash deposit, other payment or letter of credit in each case in an amount equal to the specified sum or specified maximum liability (or, absent such specified sum or maximum liability, the reasonably estimated maximum liability) under its guaranty; or</li> <li>(c) demonstration, to the reasonable satisfaction of the Enterprises, that, notwithstanding the occurrence of such Insolvency Event, the relevant Principal Subcontractor and any other Guarantors that are not Insolvent together possess the financial capability and, in the case of the Principal Subcontractor, technical capability to perform or cause the performance of all remaining Work under the relevant Principal Subcontract in full compliance with its terms;</li> </ul> in any such case within 60 Calendar Days after the occurrence of such Insolvency Event.	
(4) An Insolvency Event occurs with respect to a Principal Subcontractor whose Work is not completed at the time of such occurrence and Developer fails to replace such Insolvent Principal Subcontractor with a counterparty Approved by the Enterprises within 60 Calendar Days after the occurrence of such Insolvency Event.	
(5) With respect to any Principal Subcontract pursuant to which Work remains to be performed, Developer fails to enter into: <ul style="list-style-type: none"> <li>(a) a replacement Principal Subcontract and related</li> </ul>	

<u>Developer Default</u>	<u>Cure Period</u>
<p>guaranty (if any) with a counterparty Approved by the Enterprises within 60 Calendar Days after termination of such Principal Subcontract; or</p> <p>(b) a replacement guaranty within 60 Calendar Days after termination of a guaranty related to a Principal Subcontract that has not also been terminated.</p> <p>(6) The Substantial Completion Date does not occur on or prior to the Longstop Date.</p> <p>(7) A Noncompliance Default Event occurs.</p> <p>(8) A Closure Default Event occurs.</p> <p>(9) A Persistent Breach occurs.</p> <p>(10) Any Developer-Related Entity commits a Prohibited Act and such entity is:</p> <p>(a) Developer; or</p> <p>(b) any other Developer-Related Entity not acting independently of Developer.</p> <p>(11) After exhaustion of all rights of appeal, there occurs any disqualification, suspension or debarment from bidding, proposing or contracting with any Governmental Authority (distinguished from ineligibility due to lack of financial qualifications) (any such event, an “<u>Exclusion</u>”) of:</p> <p>(a) Developer;</p> <p>(b) any Equity Member that remains an Equity Member 30 Calendar Days after the date of the relevant Exclusion;</p> <p>(c) any Principal Subcontractor whose work is not completed at the date of the relevant Exclusion, or any Guarantor of such Principal Subcontractor, that in either case is not replaced with a contractor or guarantor Approved by the Enterprises within 60 Calendar Days after the date of the relevant Exclusion; or</p> <p>(d) any other Developer-Related Entity that remains a Developer-Related Entity 60 Calendar Days after the date of the relevant Exclusion.</p> <p>(12) A breach by any Developer-Related Entity of any requirement set out in <u>Section 15</u> (<i>Federal and State Requirements</i>) that by its terms, or pursuant to Law, would result in termination of, or a right to terminate, this Agreement.</p> <p>(13) Developer fails to comply with any Safety Compliance Order pursuant to <u>Section 23.1.3</u> within any time period specified in such Safety Compliance Order and such failure results in a material risk to:</p> <p>(a) the health or safety of any person;</p> <p>(b) the Environment;</p> <p>(c) the community; or</p>	

<b><u>Developer Default</u></b>	<b><u>Cure Period</u></b>
<p>(d) property.</p> <p>(14) A Developer Default occurs pursuant to <u>Section 26.2.1</u>.</p> <p>(15) Developer makes or permits a transfer or assignment in breach of <u>Section 39.1</u>.</p> <p>(16) Developer fails to procure or maintain any Contractor Bond required to be procured and maintained pursuant to <u>Sections 9.3.1</u> and <u>9.3.2</u> (other than due to the provider of any such bond ceasing to qualify as an Eligible Surety or an Eligible Financial Institution).</p> <p>(17) Developer fails to comply with any requirement of this Agreement pertaining to the amounts, terms or coverage of any Insurance Policy.</p>	
<p>(18) Developer fails to make any payment to the Enterprises pursuant to or in relation to this Agreement when due (unless such payment is the subject of a good faith Dispute).</p> <p>(19) If Developer has elected pursuant to <u>Section 4.5</u> of <u>Schedule 12 (Handback Requirements)</u> to provide a Handback Letter of Credit, Developer fails to maintain such Handback Letter of Credit in full compliance with the requirements of that <u>Section 4.5</u>:</p> <p>(a) due to the provider of any such Handback Letter of Credit ceasing to qualify as an Eligible Financial Institution, and Developer fails to procure a replacement Handback Letter of Credit within 15 Calendar Days after the provider ceases to so qualify; or</p> <p>(b) for any reason, other than that specified in Developer Default number (19)(a) in <u>Section 32.1.2</u>.</p> <p>(20) Unless Developer has delivered a Handback Letter of Credit that complies with the requirements of <u>Section 4.5</u> of <u>Schedule 12 (Handback Requirements)</u>, the amount standing to the credit of the Handback Reserve Account at any time after the commencement of the Handback Period is less than the Handback Reserve Amount.</p> <p>(21) Developer fails to procure a replacement Contractor Bond pursuant to <u>Sections 9.3.1</u> and <u>9.3.2</u> within 15 Calendar Days after the provider of any such bond ceases to qualify as an Eligible Surety or an Eligible Financial Institution.</p> <p>(22) Developer fails to obtain, provide, maintain and/or deliver originals, certificates or required evidence of any Insurance Policy as and when required under this Agreement.</p>	<p>15 Calendar Days after the date on which the Enterprises deliver notice to Developer of the occurrence of the relevant Developer Default.</p>
<p>(23) An Abandonment occurs.</p> <p>(24) Any Developer-Related Entity, acting independently of Developer, commits a Prohibited Act and:</p> <p>(a) with respect to any Equity Member, remains an Equity Member 30 Calendar Days after the occurrence of the relevant Prohibited Act;</p>	<p>30 Calendar Days after the date on which the Enterprises deliver notice to Developer of the occurrence of the relevant Developer</p>

<b>Developer Default</b>	<b>Cure Period</b>
<p>(b) with respect to any Principal Subcontractor whose work is not completed when the relevant Prohibited Act occurs, or any Guarantor of such Principal Subcontractor, in either case, is not replaced with a contractor or guarantor Approved by the Enterprises within 30 Calendar Days after the occurrence of the relevant Prohibited Act; or</p> <p>(c) with respect to any other Developer-Related Entity, remains a Developer-Related Entity 30 Calendar Days after the occurrence of the relevant Prohibited Act.</p>	<p>Default.</p>
<p>(25) Developer fails to comply with any Governmental Approval, Permit or Law, or any Environmental Requirement, in any such case in any material respect.</p> <p>(26) During the Restricted Transfer Period, an Insolvency Event occurs in respect of any Equity Member that is not a Controlling Equity Member.</p> <p>(27) Subject to <u>Section 5.4</u>, any representation or warranty in this Agreement made by Developer pursuant to this Agreement, or in any certificate, schedule, report, instrument, agreement or other document delivered by or on behalf of Developer to the Enterprises pursuant to this Agreement, is false, misleading or inaccurate in any material respect when made or omits material information when made.</p> <p>(28) A violation by Developer of <u>Section 53.5</u>.</p> <p>(29) A breach by Developer of any of its other material obligations under this Agreement, including any written repudiation of this Agreement, other than any breach that constitutes a Noncompliance Event or results in the accrual of a Construction Closure Deduction or an Operating Period Closure Deduction.</p>	<p>30 Calendar Days (subject to extension in accordance with <u>Section 32.1.2.a</u>) after the date on which the Enterprises deliver notice to Developer of the occurrence of the relevant Developer Default.</p>

32.1.2. For purposes of determining any Developer Default Cure Period in connection with a Developer Default pursuant to Section 32.1:

- a. with respect to any Developer Default numbered (25), (26), (27), (28) or (29) in Section 32.1.1 that requires a longer period to cure than the applicable Developer Default Cure Period, if Developer has within 10 Calendar Days of the start of the relevant Developer Default Cure Period proposed a rectification plan to the Enterprises and the Enterprises have subsequently Approved such plan within the Developer Default Cure Period (for which purposes the Enterprises shall endeavor, but not commit, to provide a response prior to the end of such period), then such Developer Default Cure Period shall be extended so that it expires on the earliest of:
  - i. the latest date reasonably necessary to effect the cure thereof as set out in the Approved plan;
  - ii. 120 Calendar Days after the date of the start of the applicable Developer Default Cure Period; or
  - iii. the date on which Developer ceases its good faith efforts to cure such Developer Default in accordance with the Approved plan;

- b. with respect to Developer Default number (27) in Section 32.1.1, the cure will be complete when all necessary disclosures have been made and all adverse effects (if any) have been cured;
- c. with respect to any Developer Default numbered (10), (11) or (24) in Section 32.1.1, the cure must be Approved by the Enterprises;
- d. with respect to Developer Default number (21) in Section 32.1.1, the Enterprises shall have the right, but not the obligation, to effect a cure, at Developer's expense, if such a Developer Default continues for more than five Calendar Days after the start of the applicable Developer Default Cure Period; and
- e. any requirement of prior notice of Developer Default from the Enterprises to Developer to initiate the applicable Developer Default Cure Period shall be automatically waived if:
  - i. Developer was aware of the relevant Developer Default (or of an event or condition that would, with the passage of time, give rise to the relevant Developer Default);
  - ii. Developer failed to notify the Enterprises of the relevant Developer Default (or of such other event or condition); and
  - iii. as a result of such failure, the Enterprises were unaware of the relevant Developer Default,in which case the applicable Developer Default Cure Period shall start on the date that Developer first was or became aware of the relevant Developer Default.

### **32.2. Enterprises Remedies for Developer Default**

- 32.2.1. If any Developer Default occurs and has not been cured by the expiry of the applicable Developer Default Cure Period, the Enterprises may in their discretion, subject to the Lenders' rights pursuant to the Lenders Direct Agreement, exercise any rights and remedies available to them, including:
  - a. terminating this Agreement pursuant to Section 33.1.3;
  - b. exercising their rights of self-help pursuant to Sections 23.4.2 to 23.4.4 as provided in Section 23.4.1.b;
  - c. by notice to Developer, granting Developer an extended Developer Default Cure Period (in addition to any other extension pursuant to Section 32.1.2.a) subject to such conditions as the Enterprises may require in their discretion;
  - d. exercising their rights under Section 9.3.3 with respect to any payment and performance security; and/or
  - e. waiving such default in accordance with Section 43.3.
- 32.2.2. The Enterprises' rights and remedies with respect to the occurrence of any Developer Default are without limitation to its rights and remedies with respect to the occurrence of any other Developer Default.

### **32.3. Enterprise Defaults and Cure Periods**

- 32.3.1. The occurrence of any one of the events set out in the column titled "Enterprise Default" in the table below shall constitute an "Enterprise Default". For purposes of this Agreement, "Enterprise Default Cure Period" means, in respect of an Enterprise Default, the cure period specified in the column titled "Cure Period" in the table below in the same row as such Enterprise Default, subject to extension in accordance with Section 32.3.2.

**Enterprise Defaults**

<b><u>Enterprise Default</u></b>	<b><u>Cure Period</u></b>
(1) The Enterprises fail to make any payment to Developer under this Agreement when due (unless such payment is the subject of a good faith Dispute).	30 Calendar Days after the date on which Developer delivers notice to the Enterprises of the occurrence of the relevant Enterprise Default.
(2) The Enterprises make an assignment or transfer in breach of <u>Section 39.2</u> .  (3) A breach or breaches by the Enterprises of any of their obligations under this Agreement that (in the case of more than one breach, when taken together) substantially frustrates or renders it impossible for Developer to perform all or a substantial part of its obligations or to exercise all or a substantial part of its rights under this Agreement in each case for a continuous period of 60 Calendar Days.	45 Calendar Days after the date on which Developer delivers notice to Enterprises of the occurrence of the relevant Enterprise Default.
(4) Subject to <u>Section 5.4</u> , any representation or warranty made by either Enterprise pursuant to <u>Section 5.1.2</u> is false, misleading or inaccurate in any material respect when made or omits material information when made.  (5) Either of the Enterprises, CDOT, the State or any other Governmental Authority confiscates, sequesters, condemns or appropriates all or a material part of:  (a) the Project;  (b) the Assets;  (c) ownership interests in Developer;  (d) Developer's interests in this Agreement,  excluding the exercise of any right of termination pursuant to this Agreement and any Change, Relief Event or Compensation Event.	90 Calendar Days (subject to extension in accordance with <u>Section 32.3.2.a</u> ) after the date on which Developer delivers notice to Enterprises of the occurrence of the relevant Enterprise Default.

32.3.2. For purposes of determining any Enterprise Default Cure Period in connection with an Enterprise Default pursuant to Section 32.4:

- a. with respect to any Enterprise Default numbered (4) or (5) in Section 32.3.1 that, in the Enterprises' reasonable determination, requires a longer period to cure than the applicable Enterprise Default Cure Period, if the Enterprises have within the relevant Enterprise Default Cure Period notified Developer of such determination, then such Enterprise Default Cure Period shall be extended to the earliest of:
  - i. the latest date reasonably necessary to effect the cure; or
  - ii. 180 Calendar Days from start of the applicable Enterprise Cure Period; and
- b. with respect to Enterprise Default number (4) in Section 32.3.1, the cure will be complete when all necessary disclosures have been made and all adverse effects (if any) have been cured.

**32.4. Developer Remedies for Enterprise Default**

32.4.1. If any Enterprise Default occurs and has not been cured within the applicable Enterprise Default Cure Period, Developer may in its discretion:

- a. terminate this Agreement pursuant to Section 33.1.4;
- b. by notice to the Enterprises, grant the Enterprises an extended Enterprise Default Cure Period (in addition to any other extension pursuant to Section 32.3.2); and/or
- c. waive such default in accordance with Section 43.3.

32.4.2. Developer's rights and remedies with respect to the occurrence of any Enterprise Default are without limitation to its rights and remedies with respect to the occurrence of any other Enterprise Default.

**33. TERMINATION****33.1. Termination Events**

33.1.1. Exclusive Rights to Terminate

- a. Prior to Financial Close, the Parties' sole right to terminate this Agreement shall be pursuant to Schedule 1 (Financial Close). On and from the Financial Close, this Agreement is subject to termination pursuant to Sections 33.1.2 through 33.1.7.
- b. This Section 33, together with the other provisions of this Agreement expressly referred to in this Section 33 and the provisions of the Lenders Direct Agreement, contain the entire and exclusive provisions and rights of the Enterprises and Developer regarding termination of this Agreement, and any and all other rights to terminate at Law or in equity are hereby waived to the maximum extent permitted by Law, provided that termination of this Agreement shall not relieve Developer, or any Guarantor, insurer or any surety or other financial institution that provides a Contractor Bond, of its obligation for any Claims arising prior to termination.

33.1.2. Termination for Convenience

- a. The Enterprises may, in their discretion and subject to prior notice in accordance with Section 33.1.2.b, terminate this Agreement at any time on or before the Expiry Date by delivering to Developer a Termination Notice to such effect (a "Termination for Convenience").
- b. Any such Termination for Convenience shall be effective 30 Calendar Days from the date of the Termination Notice, or on such later date as the Enterprises may specify in such notice.
- c. As a consequence of a Termination for Convenience, the Enterprises shall pay the Termination Amount to Developer as determined pursuant to Schedule 7 (Compensation on Termination).

33.1.3. Termination for Developer Default

- a. If a Developer Default occurs and has not been cured within the applicable Developer Default Cure Period, the Enterprises may, in their discretion and subject to prior notice in accordance with Section 33.1.3.b and the Lenders' rights pursuant to the Lenders Direct Agreement, terminate this Agreement at any time that such default is continuing by delivering to Developer a Termination Notice to such effect.
- b. Subject to the Lenders Direct Agreement, any such termination for Developer Default shall be effective 30 Calendar Days from the date of the Termination Notice, or on such later date as the Enterprises may specify in such notice.

- c. As a consequence of any termination for Developer Default, the Enterprises shall pay the Termination Amount to Developer as determined pursuant to Schedule 7 (*Compensation on Termination*).

#### 33.1.4. Termination for Enterprise Default

- a. If an Enterprise Default occurs and has not been cured within the applicable Enterprise Default Cure Period, Developer may, in its discretion and subject to prior notice in accordance with Section 33.1.4.b, terminate this Agreement at any time that such default is continuing by delivering to the Enterprises a Termination Notice to such effect.
- b. Any such termination for Enterprise Default shall be effective 30 Calendar Days from the date of the Termination Notice.
- c. As a consequence of any termination for Enterprise Default, the Enterprises shall be obligated to pay the Termination Amount to Developer as determined pursuant to Schedule 7 (*Compensation on Termination*).

#### 33.1.5. Termination by Court Ruling

- a. Any Termination by Court Ruling shall become effective and automatically terminate Agreement upon issuance of the final, non-appealable court order by a court of competent jurisdiction.
- b. As a consequence of any Termination by Court Ruling, the Enterprises shall pay the Termination Amount to Developer as determined pursuant to Schedule 7 (*Compensation on Termination*).

#### 33.1.6. Termination for Extended Force Majeure

- a. If any Force Majeure Event that causes one or both Parties to be unable to comply with any material obligation under this Agreement occurs and is continuing for a continuous period of at least 180 Calendar Days so as to frustrate the overall purpose and intent of this Agreement, then either Party may in its discretion, subject to Section 33.1.6.b, terminate this Agreement at any time that such Force Majeure Event is continuing by delivering to the other Party a Termination Notice to such effect a ("Termination for Extended Force Majeure").
- b. Any such termination shall be effective 30 Calendar Days from the date of the Termination Notice, provided that in response to a Termination Notice delivered by Developer during the Operating Period the Enterprises may, in their discretion, reject such Termination Notice (without limiting the Enterprises' own right to subsequently deliver such a Termination Notice) within 10 Working Days of receipt, in which case:
  - i. the Enterprises shall pay to Developer in respect of the period from the Calendar Day after the date on which this Agreement would have otherwise terminated:
    - A. monthly Performance Payments as if the Work was being fully performed during such period pursuant to the requirements of this Agreement (net of (I) the actual avoidable costs of Work not being performed as a result of the occurrence of such Force Majeure Event, (II) the amount that Developer is (or, pursuant to Section 35.5, should be) entitled to recover under any "business interruption" coverage under the Available Insurance and (III) deductions equal to the average Monthly Performance Deductions for the 12 Payment Months (or, if the Termination Notice was delivered less than 12 Payment Months after the Substantial Completion Date, such lesser number of Payment Months) prior to the month in which the Force Majeure Event occurred; and
    - B. all other Losses incurred during such period (to the extent not covered by insurance proceeds) as a result of any damage or delay resulting from such Force Majeure Event; and

- ii. Developer shall remain responsible for the continuation of the Work to the extent not relieved of its obligations pursuant to Section 15.3.1.c as a result of the occurrence of such Force Majeure Event.
- c. As a consequence of any Termination for Extended Force Majeure, the Enterprises shall pay the Termination Amount to Developer as determined pursuant to Schedule 7 (Compensation on Termination).

#### 33.1.7. Termination for Uninsurable Risk

- a. The Enterprises may, in their discretion and subject to prior notice in accordance with Section 33.1.7.b, terminate this Agreement at any time that they have the right to do so pursuant to Section 25.6.1.b.ii.A by delivering to Developer a Termination Notice to such effect.
- b. Subject to Section 33.1.7.c, any such termination shall be effective 30 Calendar Days from the date of the Termination Notice. As a consequence of any termination pursuant to this Section 33.1.7, the Enterprises shall be obligated to pay the Termination Amount to Developer as determined pursuant to Schedule 7 (Compensation on Termination).
- c. Notwithstanding the Enterprises' delivery of a Termination Notice pursuant to Section 33.1.7.a, Developer may choose to continue this Agreement by delivering a notice to the Enterprises within the 30 Calendar Day period specified in Section 33.1.7.b, following which:
  - i. Developer shall, as a condition to effectiveness of its notice, deliver to the Enterprises a non-refundable cash deposit equal to the Enterprises reasonable estimate of the maximum amount that they would have been obligated to pay had Section 25.6.1.b.ii.B applied and the relevant risk occurred, such amount to be held and disbursed in place of insurance proceeds by the Enterprises upon the occurrence of the relevant risk; and
  - ii. the Enterprises' Termination Notice shall have no further effect.

#### 33.2. Consequences of Termination

On the Termination Date as determined pursuant to Sections 33.1.2 through 33.1.7, this Agreement shall automatically terminate.

#### 33.3. No Increased Termination Liabilities

Notwithstanding any other provision of this Agreement, no amendment or waiver of any provision of, or exercise of any right under, this Agreement or any Principal Subcontract or Financing Agreement, including any Refinancing, shall have the effect of increasing the amount of the Enterprises' liabilities as of the Termination Date (including the amount of any Termination Amount), unless Developer has obtained the prior written consent of the Enterprises to such amendment, waiver or exercise (which consent shall be given as expressly provided for in this Agreement, and otherwise in the Enterprises' discretion).

#### 33.4. Exclusivity of Remedy

Any Termination Amount irrevocably paid by the Enterprises to Developer shall be in full and final settlement of Developer's or any Developer-Related Entity's rights and claims against the Enterprises, CDOT and the State for, or in connection with, breaches and/or termination of this Agreement whether under contract, tort, restitution or otherwise, but without prejudice to:

- a. any antecedent liability of the Enterprises to Developer that arose prior to the Termination Date (but not from the termination itself) to the extent such liability has not already been taken into account in the determination of the Termination Amount (which amount, for certainty, shall in all cases be deemed to take into account any otherwise earned or payable Milestone Payment or Performance Payment that remains unpaid on the Termination Date); and

- b. any liabilities arising in respect of any breach by the Enterprises after the Termination Date of any obligation under this Agreement that survives the Termination Date, to the extent such liability has not already been taken into account in the determination of any Termination Amount.

### 34. HANDOVER PREPARATIONS AND ACTIVITIES

#### 34.1. Preparations for Handover

##### 34.1.1. During:

- a. the final 24 months prior to the Expiry Date; or
- b. from the service of any Termination Notice or the occurrence of any Termination by Court Ruling,

as applicable, and in either case for a period of time thereafter as reasonably required by the Enterprises, Developer shall, without limiting its other obligations under this Agreement, use Reasonable Efforts to cooperate and coordinate with the transfer with effect from the Expiry Date or Termination Date, as applicable, of responsibility for the Work to the Enterprises and/or any Person designated by the Enterprises.

##### 34.1.2. For purposes of Section 34.1.1, Developer's obligations to cooperate and coordinate shall include:

- a. cooperating with the Enterprises and/or any Person designated by them, and providing reasonable assistance and advice concerning the Work and its transfer to the Enterprises and/or to such Person;
- b. providing to the Enterprises and/or their designee with:
  - i. Site access pursuant to Section 21.1.1; and
  - ii. pursuant to Section 19.1, access to and, on request pursuant to Section 19.1.3.c, copies of, all Project Records including all:
    - A. information on the identity, terms and conditions of employment of all employees of Developer or any Principal Subcontractor employed in the provision of the Work at such time or, with respect to any early termination of this Agreement, immediately prior to the service of any Termination Notice or the occurrence of any Termination by Court Ruling;
    - B. manuals;
    - C. equipment logs;
    - D. drawings;
    - E. files; and
    - F. specifications,

as reasonably required for the efficient transfer of responsibility of performance of the Project, and Developer shall warrant that, to the best of its knowledge and belief, the information contained in such Project Records is accurate in all material respects;

- c. using Reasonable Efforts to complete all reasonably necessary preliminary acts (including entering into any contracts) to ensure its ability to comply with its obligations under Section 34.2.1 on and from the Expiry Date or the Termination Date, as applicable; and
- d. complying with Section 12.1 where, for such purposes, an "Other Department Project" shall be deemed to prospectively include the Project following the future occurrence of the Expiry Date or Termination Date, as applicable.

34.1.3. In addition to Developer's obligations under Sections 34.1.1 and 34.1.2, on or before a date falling no earlier than 30 months prior to the Expiry Date, and otherwise in connection with a Termination for Convenience, the Enterprises may, in their discretion, notify Developer whether they wish to retender the provision of the Work (in whole or in part), in which case from the date of such notice, Developer shall comply with Section 12.3 shall apply where, for such purposes, an "Other Department Project" shall be deemed to prospectively include the Project following the future occurrence of the Expiry Date or Termination Date, as applicable.

### **34.2. Assignments and Transfers**

34.2.1. On the Expiry Date (or, if earlier, on the Termination Date), and subject to the Lenders Direct Agreement and the Principal Subcontractor Direct Agreements, Developer shall, without limiting its other obligations under this Agreement:

- a. unless the Enterprises elect in writing to the contrary, assign and transfer to the Enterprises, and/or any Person designated by the Enterprises, for no additional payment:
  - i. the benefit of any and all Principal Subcontracts and/or other direct contractual arrangements (as may be reasonably required by the Enterprises) that Developer may have with any third parties in relation to the Project;
  - ii. all Governmental Approvals and Permits; and
  - iii. its rights, title and interest in and to:
    - A. the Transferrable Assets;
    - B. warranties associated with the Transferrable Assets and any Warranted Elements (including those referenced in Section 9.4.6); and
    - C. all Project Intellectual Property (excluding any Proprietary Intellectual Property, which shall remain subject to the license granted pursuant to Section 52.1);  
in the case of software (which, for certainty, shall remain subject to the license granted pursuant to Section 52.1.1.) together with (to the extent not otherwise provided for under the terms of any then existing Intellectual Property Escrow):
    - D. administrator access to each proprietary system software package and workstation, so that the Enterprises can maintain the software system and create users as required for the use of each software package; and
    - E. an agreement for the use and maintenance of any proprietary software product that is not commercial off-the-shelf software for a period of five years from the Expiry Date (or, if earlier, the Termination Date);

provided that if, for any reason, Developer cannot assign and transfer its interest in any of the foregoing, it shall declare a trust of all its beneficial interest in the same for the benefit of the Enterprises and/or their designee, or make equivalent arrangements to provide the Enterprises with equivalent rights and protections; and

- b. take any such other actions in relation to Intellectual Property rights as is required pursuant to Section 52,

and Developer hereby irrevocably and unconditionally appoints the Enterprises as Developer's lawful attorney (and to the complete exclusion of any rights that Developer may have in such regard) for the purpose of generally executing or approving such deeds or documents and doing any such acts or things necessary to give effect to the provisions of this Section 34.2.1 as the Enterprises may in their discretion think fit.

34.2.2. Developer shall promptly after, and in any event no later than 20 Working Days after, as applicable, the Expiry Date or the Termination Date hand over to the Enterprises all Project Records and other Work Product (or complete and accurate copies to the extent originals are not required by the Enterprises) by whatever means and in whatever format the Enterprises require that are in the possession, custody or power of Developer or Principal/all Subcontractors and other Developer-Related Entities.

**34.3. No Contrary Activities**

Developer shall not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate or make more difficult any of the activities contemplated under Section 34.1 or any transfer or assignment contemplated under Section 34.2.

## PART L: LIMITATIONS ON LIABILITY

### 35. REMEDIES AND LIABILITY

#### 35.1. Developer's Sole Remedies

Subject to Section 35.2, Developer's sole remedy in relation to matters for which an express right or remedy is stated in this Agreement, including for any Supervening Event, shall be that right or remedy and Developer shall have no additional right or remedy however arising.

#### 35.2. No Double Recovery

Notwithstanding any other provision of this Agreement, no Party shall be entitled to recover compensation under this Agreement or any other agreement in relation to the Project in respect of any Loss that it has incurred to the extent that it has already been compensated in respect of that Loss pursuant to this Agreement or otherwise.

#### 35.3. Enterprises' Sole Remedy for Certain Developer Failures to Perform Work

Without prejudice to:

- a. any other express right of the Enterprises pursuant to this Agreement (other than the right of a Principal Indemnified Party to be indemnified pursuant to Section 24.2 from and against Claims asserted against it and/or Losses suffered by it, except for its right to be indemnified in respect of Claims and/or Losses referred to in Sections 35.3.c and 35.3.d); and
- b. the Enterprises' right to claim, on or after termination of this Agreement, the amount of its reasonable Losses suffered as a result of, or incurred by it as a result of rectifying or mitigating the effects of, any breach of this Agreement by Developer or the occurrence of any Developer Default, save to the extent that the same has already been recovered by the Enterprises pursuant to this Agreement or has been taken into account in the calculation of any Termination Amount,

the sole remedy of the Enterprises in respect of any Noncompliance Event or Non-Permitted Closure shall be the operation of Schedule 6 (*Performance Mechanism*), provided that such limitation shall not apply in respect of:

- c. Claims asserted against a Principal Indemnified Party by any other Person (including, for certainty, an Indemnified Party who is not a Principal Indemnified Party) and/or Losses suffered by a Principal Indemnified Party as a result of any such Claim; or
- d. Losses suffered by a Principal Indemnified Party as a result of any of the events or circumstances referred to in Sections 24.2.b, 24.2.d, 24.2.f or 24.2.g (other than, in the case of any Non-Permitted Closure, loss of use of any travel lane, ramp, cross street, shoulder, sidewalk or driveway).

#### 35.4. Non-financial Remedies

Without prejudice to the other rights and remedies under the express terms of this Agreement, nothing in Sections 35.2 and 35.3 shall prevent or restrict the right of the Enterprises or Developer to seek any non-financial remedies from the court pursuant to the Dispute Resolution Procedure.

#### 35.5. Available Insurance

Developer shall not be entitled to any payment or credit (or any portion of either thereof) which would have been due, or from which it would have otherwise received a benefit, under this Agreement to the extent that it is or should be able to recover the amount or receive the benefit of such payment or credit (or such portion) under:

- a. any Insurance Policy (whether or not such insurance has in fact been effected or, if effected, has been vitiated, cancelled or declared void as a result of any act or omission

of Developer (or any other Developer-Related Party), including due to non-disclosure or under-insurance);

- b. any other policy of insurance that Developer has taken out and maintains (excluding, for certainty, any credit enhancement policy related to the Project Debt); or
- c. any other policy of insurance that Developer is entitled to claim under as an additional insured,

a., b. and c. together, the “Available Insurance”.

### **35.6. Waiver of Consequential Damages**

- a. Subject to Section 35.6.b., neither Party shall be liable to the other for any punitive, indirect, incidental or consequential damages of any nature, whether arising out of a breach of this Agreement, tort (including negligence) or other legal theory of liability.
- b. The limitation set out in Section 35.6.a shall not apply to:
  - i. any amounts expressly payable pursuant to this Agreement or any amounts entitled to be offset pursuant to Section 53.7;
  - ii. any Monthly Performance Deduction and/or Monthly Construction Closure Deduction the Enterprises are entitled to make pursuant to Schedule 6 (Performance Mechanism);
  - iii. Developer’s liability for:
    - A. Claims and/or Losses (including defense costs) to the extent that they are required to have been covered by Available Insurance;
    - B. Claims and/or Losses arising out of or relating to any Developer Release of Hazardous Substances;
    - C. amounts payable by Developer under an indemnity pursuant to this Agreement (but only to the extent such indemnity relates to a Claim asserted and/or Losses suffered by any Person other than a Principal Indemnified Party); and
    - D. Claims and/or Losses by a Principal Indemnified Party of grants, fees, funds or revenues (excluding toll revenues); and
  - iv. any Party’s liability for Losses arising out of fraud, willful misconduct, criminal conduct, recklessness, bad faith or gross negligence on the part of the relevant Party (including, with respect to Developer, that of any other Developer-Related Party).

## PART M: CHOICE OF LAW, JURISDICTION AND DISPUTE RESOLUTION

### 36. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

### 37. JURISDICTION

[].<sup>6</sup>

### 38. DISPUTE RESOLUTION

[].<sup>7</sup>

<sup>6</sup> **Note to Proposers:** This Section will be provided in a future Addendum together with Schedule 25 (*Dispute Resolution Procedure*).

<sup>7</sup> **Note to Proposers:** This Section will be provided in a future Addendum together with Schedule 25 (*Dispute Resolution Procedure*).

## PART N: MISCELLANEOUS

### 39. ASSIGNMENTS AND TRANSFERS

#### 39.1. Assignments and Transfers by Developer

Except to the extent permitted by Section 27.3 (including as a result of any foreclosure or other enforcement of any security interest that Developer is permitted to grant or create pursuant to such Section), Developer shall not, and shall not permit, any assignment, transfer, mortgage, pledge or encumbrance of any of its interests in the Project, the Site or the Work, or its interests in, or rights or obligations under this Agreement, the Subcontracts, any Contractor Bond and the Insurance Policies, without the Enterprises' Approval.

#### 39.2. Assignments and Transfers by the Enterprises

Each Enterprise may assign, transfer, mortgage, pledge and/or encumber its interests in the Project, the Right-of-Way, any Additional Right-of-Way, the Work or, its interests in, or rights or obligations under, this Agreement, any Contractor Bond, the Lenders Direct Agreement, any Principal Subcontractor Direct Agreement and/or the Insurance Policies to:

- a. the other Enterprise and/or CDOT:
  - i. pursuant to Section 18.1; and
  - ii. otherwise to the extent not prohibited by Law;
- b. any other Governmental Authority of the State that either individually or collectively with one or more other Governmental Authorities of the State:
  - i. succeeds to or assumes all of such Enterprise's rights and obligations in and under this Project and this Agreement; and
  - ii. has, or collectively have, the same or equivalent legal authority with respect to the Project and the making of financial obligations in connection therewith; or
- c. any other Person:
  - i. with the prior written consent of Developer, which consent shall not be unreasonably withheld; or
  - ii. otherwise following a Change of this Agreement, but only with respect to such portion of its interest in the Project that is no longer part of the Project as a result of such Change.

### 40. BINDING EFFECT; SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of each Enterprise and Developer and each of their respective permitted successors and assigns.

### 41. SURVIVAL

The following provisions of this Agreement shall survive expiration or earlier termination of this Agreement and/or completion of the Work:

- a. each Party's representations and warranties made pursuant to Section 5.1 and, pursuant to Schedule 1 (Financial Close), subsequently repeated;
- b. all rights with respect to Contractor Bonds under Section 9.3.3;
- c. all Warranties and liability for Defects and breaches pursuant to Section 9.4;
- d. the indemnifications, limitations and releases set out in Sections 24 and 35;
- e. the Dispute Resolution Procedure;

- f. Section 25.5.2.b to the extent provided for in Section 25.5.2.c following the Expiry Date (but not, for certainty, following any Termination Date);
- g. the handover and handback provisions set out in Sections 13 and 34 and Schedule 12 (Handback Requirements);
- h. all provisions related to the consequences of termination of this Agreement, including Sections 33.1.7.a, 33.3 and 33.4;
- i. Section 52;
- j. any provision which obligates Developer to reimburse the Enterprises for any cost and expense incurred by them;
- k. any other provisions which, either expressly or by their context, are intended to operate after termination or expiration of this Agreement and/or completion of the Work; and
- l. any other provisions if and to the extent necessary for the interpretation of the foregoing.

## **42. CONSTRUING THIS AGREEMENT**

### **42.1. Entire Agreement**

- 42.1.1. This Agreement constitutes the entire agreement among the Enterprises and Developer concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements, either oral or written, among the Parties with respect to their subject matter.
- 42.1.2. Each of the Parties acknowledges that, except as expressly provided in this Agreement, no Party enters into this Agreement on the basis of, and no Party relies, or has relied, upon, any statement, representation, warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any Person (whether a Party to this Agreement or not) except those made pursuant to Section 5.1 and, pursuant to Sections 2.2(b) and 2.3(a) of Schedule 1 (Financial Close), subsequently repeated, where the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be any remedy available under this Agreement), provided that this Section 42.1.2 shall not apply to any statement, representation or warranty made fraudulently, recklessly, in bad faith, as a result of gross negligence, willfully or criminally, or to any provisions of this Agreement which were induced by the same, for which the remedies available shall be all those available under the law governing this Agreement.

### **42.2. Interpretation**

- 42.2.1. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and pursuant to its fair meaning and not strictly for or against any Party.
- 42.2.2. The Parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough arm's length exchange of ideas, questions, answers information and drafts during the Proposal preparation process pursuant to the ITP.
- 42.2.3. Developer further acknowledges and agrees that it has independently reviewed this Agreement with legal counsel and other advisors and that Developer has, itself or through other arrangements, the requisite experience and sophistication to understand, interpret and agree to this Agreement. Accordingly, in the event of any ambiguity in, or dispute regarding the interpretation of, the provisions of this Agreement, the terms of this Agreement shall not be construed against the Persons that prepared them.

### **42.3. Severability**

- 42.3.1. Notwithstanding Section 2.4.1, if any provision (or part of any provision) of this Agreement is ruled invalid (including due to Change in Law) by a court having proper jurisdiction, then the Parties shall:
  - a. promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the Parties; and

- b. if necessary or desirable, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.
- 42.3.2. If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part of such provision) or any other documents referred to in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

#### **43. AMENDMENTS AND WAIVERS**

##### **43.1. Amendments**

This Agreement may only be amended by a written amendment duly executed by both Parties together with, to the extent required by Law, the Colorado State Controller or their designee, unless the amendment to this Agreement is expressly allowed or required to be made in any other manner pursuant to this Agreement and Law.

##### **43.2. Rights and Remedies Cumulative**

Except to the extent otherwise expressly provided in this Agreement, including in Sections 33.4 and 35, the rights and remedies of the Enterprises hereunder are cumulative and are not exclusive of any rights or remedies that the Enterprises would otherwise have.

##### **43.3. Waivers**

Except to the extent otherwise expressly provided in this Agreement:

- a. any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be approved in the discretion of the Party giving it and shall be effective only if it is in writing by such Party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;
- b. no failure on the part of any Party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and
- c. no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent, approval or Acceptance, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.

#### **44. SET-OFF AND DEFAULT INTEREST**

- 44.1.1. The Parties shall each have their respective set-off rights pursuant to Section 5 of Part 3 of Schedule 4 (Payment) with respect to their respective payment obligations under this Agreement.
- 44.1.2. In the event that any of the Parties fails to pay any amount under this Agreement on the due date therefor, interest shall apply and be calculated pursuant to Section 3 of Part 3 of Schedule 4 (Payment).

#### **45. LIMITATION ON THIRD-PARTY BENEFICIARIES**

CDOT is a third-party beneficiary of this Agreement. It is not otherwise intended by any of the provisions of this Agreement to create any third-party beneficiary rights hereunder, or to authorize anyone not a Party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. Notwithstanding the foregoing, the duties, obligations and responsibilities of the Parties with respect to third parties shall remain as imposed by Law.

**46. INDEPENDENT DEVELOPER****46.1. Developer as an Independent Project Contractor**

Developer shall perform its duties hereunder as an independent developer and not as an employee. Neither Developer nor any agent or employee of Developer shall be deemed to be an agent or employee of the State. Developer and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Developer or any of its agents or employees. Unemployment insurance benefits will be available to Developer and its employees and agents only if such coverage is made available by Developer or a third party. Developer shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Developer shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set out herein.

**46.2. No Partnership or Similar Relationship**

46.2.1. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between Developer and the Enterprises.

46.2.2. While the term "public-private partnership" may be used on occasion to refer to relationships of the type created pursuant to this Agreement, the Parties do not have or express any intention to form or hold themselves out as a de jure or de facto partnership, joint venture or similar relationship, to share net profits or net losses, or to give the Enterprises or Developer any rights to direct or control the activities of the other or their respective Affiliates, subcontractors or consultants, except as otherwise expressly provided in this Agreement.

**46.3. No Relationship with Developer's Employees and Subcontractors**

46.3.1. Other than with respect to the Lenders Direct Agreement and the Principal Subcontractor Direct Agreements, in no event shall the relationship between the Enterprises and Developer be construed as creating any relationship whatsoever, including, for certainty, a contractual relationship, between the Enterprises and:

- a. Developer's employees;
- b. any Subcontractor; or
- c. any other Person.

46.3.2. Neither Developer nor any of its employees or Subcontractors is or shall be deemed to be an employee or Subcontractor of the Enterprises.

46.3.3. Except to the extent as otherwise expressly provided in this Agreement, Developer has sole authority and responsibility to employ, discharge and otherwise control its employees and Subcontractors and has complete and sole responsibility as a principal for its agents, for employees and all Subcontractors and for all other Persons that Developer or any Subcontractor hires to perform or assist in performing the Work.

**47. NO PERSONAL LIABILITY**

Each Enterprise's authorized representatives, including the Enterprise Representative, are acting solely as agents and representatives of the Enterprises when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the Enterprises for actions in their ordinary course of employment.

**48. NO FEDERAL GOVERNMENT OBLIGATIONS**

Developer acknowledges and agrees that, notwithstanding any concurrence or approval by the United States Federal government in of the solicitation and award of this Agreement, the United States Federal government is not a party to this Agreement and shall not be subject to any

obligations or liabilities to the Enterprises, Developer, or any other Person (whether or not a Party to this Agreement) pertaining to any matter resulting from this Agreement.

## 49. NOTICES

### 49.1. Methods of Notice Submission

49.1.1. Except with respect to any service of process, any notice, and any other Approval, Acceptance, consent, approval or like assent, comment, Deliverable, election, demand, direction, designation, request, agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Agreement (each, a “notice” or, alternatively, a “Notice”) to another Party must be given in writing through the then current Document Control System, and the terms “notify” and “notified” shall refer to, respectively, the acts of giving and receiving any such notice.

49.1.2. Any service of process, and any other notice (but if and only if such notice is delivered at a time when the Document Control System is unavailable), shall be given in writing by means of physical, digital or electronic communication, but, except to the extent the Enterprises otherwise Approve excluding the use of social media, messaging, broadcast and equivalent services, to the relevant Party at the following addresses, as applicable:

<u>Developer</u>		<u>Enterprises</u>	
Attention:	[ ]	Attention:	[ ]
[Address]		[Address]	
Phone:	[ ]	Phone:	[ ]
Mobile:	[ ]	Mobile:	[ ]
Fax (optional):	[ ]	Fax (optional):	[ ]
Email:	[ ]	Email:	[ ]

### 49.2. Time and Date of Notice Submission

49.2.1. A notice shall be deemed to have been submitted:

- a. if submitted through the Document Control System, when recorded as submitted by such system; and
- b. otherwise:
  - i. upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Working Day;
  - ii. on the next Working Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Working Day;
  - iii. upon receipt, if physically delivered in person or by courier; or
  - iv. three Working Days after deposit with postage prepaid and properly addressed, if delivered by United States certified or registered mail.

### 49.3. Changes in Address

The Parties will notify each other in writing of any change of address and/or contract information, such notification to become effective five Working Days after notification.

## 50. FURTHER ASSURANCES

Developer shall promptly execute and deliver to the Enterprises all such instruments and other documents and assurances as are reasonably requested by the Enterprises to further evidence the obligations of Developer hereunder, including assurances regarding the obligations of Subcontractors referenced herein.

**51. COSTS AND EXPENSES OF THE PARTIES**

Except as otherwise expressly provided in this Agreement, each Party shall bear its own costs and expenses (including legal and other advisers' fees and expenses) in connection with the preparation, negotiation, execution and performance of this Agreement and all other related agreements.

**52. INTELLECTUAL PROPERTY RIGHTS****52.1. Grant of License, Ownership and Use**

52.1.1. Developer hereby grants to the Enterprises a non-exclusive, non-transferable, irrevocable, fully paid up and sub-licensable license to use the Project Intellectual Property:

- a. excluding the Propriety Intellectual Property, for the purposes of this Project or any other bridge, highway, street and road or other transportation facility of any mode (and any project related thereto) owned and operated by the Enterprises or any other State Governmental Authority, including any Related Transportation Facility; and
- b. in respect of the Proprietary Intellectual Property:
  - i. to the extent reasonably necessary to effect integration with any Other Department Project; and
  - ii. for the purposes of this Project,

provided that the granting of such license and the Enterprises' right to exercise their rights thereunder shall not be construed to provide the Enterprises with greater rights to oversee, direct, manage and engage in the Project and the Work than they would otherwise have under this Agreement.

52.1.2. Subject to Section 52.3 and the terms of any Intellectual Property Escrow, Developer shall deliver to the Department copies of all Project Intellectual Property used in providing the Work promptly following delivery of written request from the Enterprises. Subject to the terms of this Agreement, including Sections 7.3.3 and 34.2.1.a.iii.C, Project Intellectual Property shall remain exclusively the property of the Developer (or, as applicable, another Developer-Related Entity), notwithstanding any delivery of copies thereof to the Enterprises.

**52.2. Right to Purchase**

The Enterprises shall have the right to purchase from the Developer a non-exclusive, non-transferable, irrevocable, fully paid up and sub-licensable license to use the Proprietary Intellectual Property on any other bridge, highway, street and road or other transportation facility of any mode (and any project related thereto) owned and operated by the Enterprises or any other State Governmental Authority subject to terms and conditions acceptable to the Enterprises and Developer (each acting reasonably).

**52.3. Intellectual Property Escrow Agreement**

52.3.1. Developer shall elect either to:

- a. deliver and/or grant access to Project Intellectual Property comprised of software, source code and/or source code documentation directly to the Enterprises for purposes of fulfilling Developer's obligations under Section 52.1, and enabling the Enterprises to exercise their rights pursuant to the license granted to them pursuant to Section 52.1.1; or
- b. Developer may elect to deposit with a neutral custodian any such Project Intellectual Property (including any modification, update, upgrade, correction, revision or replacement made to or in place of the same),

provided that Developer shall not make any such election, or seek or require terms related to any resulting Intellectual Property Escrow, in a manner that is calculated or intended to directly or

- indirectly prejudice or frustrate or make more difficult the Enterprises' ability to exercise their rights pursuant to the license granted to them pursuant to Section 52.1.1.
- 52.3.2. If Developer makes an election pursuant to Section 52.3.1.b, Developer shall select, subject to the Enterprises' Approval, one or more escrow companies or other neutral custodian (each an "Intellectual Property Escrow Agent"), and establish one or more escrows (each an "Intellectual Property Escrow") with the Escrow Agent, subject to terms and conditions acceptable to the Enterprises and Developer (each acting reasonably), for the deposit, retention, upkeep and release of such Project Intellectual Property. Intellectual Property Escrows also may include Developer-Related Entities other than Developer as parties.
- 52.3.3. If the Developer elects to deliver such Project Intellectual Property to an Intellectual Property Escrow Agent, Developer shall make such delivery not later than the following times
- a. for pre-existing software, source code and source code documentation, immediately upon execution of this Agreement or, if provided by a Subcontractor, upon execution of the relevant Subcontract;
  - b. for software, source code and source code documentation incorporated into or used on or for the Project or any portion thereof, by the 15<sup>th</sup> Calendar Day after it is first incorporated or used; and
  - c. for any modification, update, upgrade, correction, revision or replacement made to or in place to or of any software, source code and source code documentation previously delivered pursuant to Section 52.3.3.a or 52.3.3.b, not later than the 15<sup>th</sup> Calendar Day after the end of the calendar quarter in which it is first incorporated or used.
- 52.3.4. The Enterprises shall be named intended third-party beneficiaries of each escrow agreement and each Intellectual Property Escrow with direct rights of enforcement against Developer (and, if applicable, any other Developer-Related Entity) and the relevant Intellectual Property Escrow Agent. Each escrow agreement shall provide that neither Developer nor the relevant Intellectual Property Escrow Agent (nor, if applicable, any other Developer-Related Entity) shall have any right to amend or supplement it, or waive any provision thereof, without the Department's prior Approval.
- 52.3.5. Intellectual Property Escrows shall provide rights of access, use and inspection to the Enterprises and their designees at any time to permit the Enterprises fully to exercise their rights pursuant to the license granted to them pursuant to Section 52.1.1 (including, on and from the Expiry Date (or, if earlier, on and from the Termination Date) such rights as are required pursuant to Section 34.2.1.a.iii.D), subject to terms and conditions reasonably necessary to protect the confidentiality and proprietary nature of the contents of such Intellectual Property Escrows.
- 52.3.6. The Intellectual Property Escrows shall survive Substantial Completion, Final Acceptance and the end of the Term regardless of the reason for a period of five years from the Expiry Date (or, if earlier, the Termination Date), or otherwise until such earlier date such time as the Parties mutually agree, in their respective sole discretion, that the Intellectual Property contained therein is of no further use or benefit to the Project.

## **53. SPECIAL PROVISIONS**

### **53.1. Controller's Approval**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

### **53.2. Governmental Immunity**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

**53.3. Compliance with Law**

Developer shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**53.4. Binding Arbitration Prohibited**

The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

**53.5. Software Piracy Prohibition**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Developer hereby certifies and warrants that, during the term of this Agreement and any extensions, Developer has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Developer is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, termination of this Agreement pursuant to Section 32.2.1.a for a Developer Default numbered (28) in Section 32.1.1, as well as any remedy consistent with Federal copyright laws or applicable licensing restrictions.

**53.6. Employee Financial Interest / Conflict of Interest**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Developer has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Developer's services and Developer shall not employ any person having such known interests.

**53.7. Vendor Offset (C.R.S. §§24-30-202 (1) and 24-30-202.4)**

Subject to C.R.S. §24-30-202.4 (3.5), the Colorado State Controller, or the Enterprises, may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for:

- a. unpaid child support debts or child support arrearages;
- b. unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, *et seq.*;
- c. unpaid loans due to the Student Loan Division of the Department of Higher Education;
- d. amounts required to be paid to the Unemployment Compensation Fund pursuant to Article 70-82 of Title 8 of the C.R.S.; and
- e. other unpaid debts owing to the State as a result of final agency determination or judicial action.

**53.8. Public Contracts for Services**

Developer certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the CDOT program established pursuant to C.R.S. §8-17.5-102(5)(c), Developer shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Developer that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Developer:

- a. shall not use E-Verify Program or CDOT program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;
- b. shall notify the Subcontractor and the contracting State agency within three Calendar Days if Developer has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement;
- c. shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three Calendar Days of receiving the notice; and
- d. shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment.

If Developer participates in the CDOT program, Developer shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Developer has examined the legal work status of such employee, and shall comply with all of the other requirements of the CDOT program. If Developer fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101, *et seq.*, the contracting State agency may terminate this Agreement for breach and, if so terminated, Developer shall be liable for damages.

**54. COUNTERPARTS**

This Agreement (and an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the Parties and, to the extent required by Law, the Colorado State Controller or their designee, shall constitute a full and original instrument for all purposes.

***[remainder of page left intentionally blank; signature page follows]***

**[To insert signature blocks.]**

## ANNEX A: DEFINITIONS AND ABBREVIATIONS

### Part A: Definitions

Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of this Agreement:

- “Abandonment” means either:
- a. Developer demonstrates through statements, acts or omissions an intent not to perform, or continue to perform, a material part of the Work; or
  - b. the failure to perform a material part of the Work for a continuous period of 45 Calendar Days (except to the extent that such failure is substantially consistent with the then current Project Schedule and does not otherwise constitute a breach of this Agreement),
- in each case unless such intention or failure is otherwise expressly permitted or excused pursuant to this Agreement.
- “Acceptance” has the meaning given to it in Section 2.2.3.a and “Accept”, “Acceptable” and “Accepted” shall be similarly construed.
- “Access Permit” means any Special Permit and any Utility Permit.
- “Account Balances” means, in respect of each bank account and/or trust account held by or on behalf of Developer (for certainty, excluding the Handback Reserve Account):
- a. the balance of such account; *plus*
  - b. to the extent a letter of credit has been issued in partial or full substitution for any amount otherwise required to stand to the credit of any such account pursuant to the Financing Documents, the undrawn principal amount of such letter of credit,
- in each case as of the Termination Date.
- “Active Traffic Management” means real-time management of traffic using ITS and/or Variable Message Signs.
- “Activity” means each task or sub-task that is identified by Developer as being necessary to complete the Construction Work and the O&M Work During Construction, and that is included in the Project Schedule as a subcomponent of the Work Breakdown Structure.
- “Actual Benchmarked Insurance Cost” means, in respect of any Insurance Review Period, the aggregate of the insurance premiums reasonably incurred by Developer to maintain the Benchmarked Insurances during such period, excluding any insurance premium tax or broker’s fees and expenses.
- “Ad Valorem and Possessory Interest Tax” has the meaning given to it in Section 30.1.3.a.
- “Additional Right-of-Way” means all Additional ROW Parcels held or acquired in the name of CDOT (or in such other name(s) as the Enterprises may otherwise determine in their discretion) pursuant to Section 7.3.1, but in each case with effect only from the Project License Start Date and only until the Project License End Date, in each case, for the relevant Additional ROW Parcel.

<u>“Additional ROW Parcels”</u>	means each parcel of land that Developer proposes, at its discretion, to form part of the Additional Right-of-Way, and that subsequently becomes part of the Additional Right-of-Way, pursuant to <u>Section 3.5</u> of <u>Schedule 18</u> ( <i>Right-of-Way</i> ).
<u>“Additional Survey Data”</u>	means any survey data other than the Supplied Survey Data.
<u>“Additional Warranties”</u>	means those warranties that Developer is required to itself provide to the Department pursuant to <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>“Affected Party”</u>	has the meaning given to it in the definition of Force Majeure Event in this <u>Part A</u> of <u>Annex A</u> ( <i>Definitions and Abbreviations</i> ).
<u>“Affiliate”</u>	means, in relation to any Person: <ul style="list-style-type: none"> <li>a. any other Person having Control of that Person;</li> <li>b. any other Person over whom that Person has Control; and</li> <li>c. any Person over whom any other Person referred to in paragraph <u>a.</u> of this definition also has Control.</li> </ul>
<u>“Age”</u>	means the elapsed time since an Element was first constructed or installed or if applicable, last reconstructed, rehabilitated, restored, renewed or replaced.
<u>“Agreement”</u>	has the meaning given to it in the Preamble and, for certainty, includes this <u>Annex A</u> ( <i>Definitions and Abbreviations</i> ) and the Schedules.
<u>“Agreement Date”</u>	has the meaning given to it in the Preamble.
<u>“Annual O&amp;M Report”</u>	has the meaning given to it in <u>Section 13.2</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).
<u>“Approval”</u>	has the meaning given to it in <u>Section 2.2.3.b</u> and “Approve” and “Approved” shall be similarly construed.
<u>“As-Built”</u>	means the revised set of drawings, specifications, documents, data and surveys submitted by Developer and Accepted by the Department pursuant to <u>Schedules 8</u> ( <i>Project Administration</i> ) and <u>10</u> ( <i>Design and Construction Requirements</i> ) and showing the exact dimensions, geometry, and location of completed Construction Work.
<u>“Asset”</u>	means any physical asset used from time to time by Developer or a Subcontractor to perform its obligations under this Agreement or any Subcontract, including any: <ul style="list-style-type: none"> <li>a. Element;</li> <li>b. land or buildings (whether or not part of or on the Site);</li> <li>c. plant, machinery or equipment;</li> <li>d. spare parts; and</li> <li>e. tools.</li> </ul>
<u>“Asset Condition Inspections”</u>	means those inspections required to be conducted pursuant to <u>Section 8</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ) to determine the condition of all Elements and to identify structural and non-structural deficiencies which may present a potential safety hazard.

<u>“Asset Condition Report”</u>	means a report prepared by Developer pursuant to <u>Section 3.5</u> of <u>Schedule 12 (Handback Requirements)</u> .
<u>“ATC Extracts”</u>	means [ ] <sup>8</sup> of the Proposal Extracts.
<u>“Authority Having Jurisdiction”</u>	means the Denver Fire Department.
<u>“Automated Vehicle Locator (AVL) System”</u>	means the system described in <u>Section 12</u> of <u>Schedule 11 (Operations and Maintenance Requirements)</u> .
<u>“Automatic License Plate Recognition”</u>	means a camera-based system used to obtain an image of a vehicle’s license plate if a transponder is not detected.
<u>“Automatic Traffic Recorder”</u>	means a system that continuously collects vehicle volume and functional classification data using in-pavement loops and piezoelectric sensors.
<u>“Automatic Vehicle Identification Reader”</u>	means the system that is installed at each tolling point and used to read tag information stored inside each transponder.
<u>“Available Insurance”</u>	has the meaning given to it in <u>Section 35.5</u> .
<u>“Average Daily Traffic”</u>	means the average total traffic, in both directions, in one Calendar Day.
<u>“Bank Financing”</u>	means any Project Debt financing to be provided by a commercial bank or similar institution (other than in the form of a Bond Financing or TIFIA Financing) that is assumed in the Base Financial Model.
<u>“Bare and Wet Pavement”</u>	means when a minimum of 95% of the driving surface (edge line to edge line) including shoulders is free of snow, slush and/or ice.
<u>“Base Benchmarked Insurance Cost”</u>	means, in respect of any Insurance Review Period: <ul style="list-style-type: none"> <li>a. the greater of:                         <ul style="list-style-type: none"> <li>i. the sum of:                                 <ul style="list-style-type: none"> <li>A. \$[ ],<sup>9</sup> indexed annually from [date of Preferred Proposer’s Financial Proposal submission] to the first day of such Insurance Review Period; plus</li> <li>B. the amount calculated pursuant to paragraph <u>a.i.A.</u> of this definition, indexed from the first day of such Insurance Review Period to the second Insurance Renewal Date in such Insurance Review Period; and</li> </ul> </li> <li>ii. either:                                 <ul style="list-style-type: none"> <li>A. in respect of the first Insurance Review Period, the Actual Benchmarked Insurance Costs for such period; or</li> <li>B. in respect of any other Insurance Review Period, the amount calculated pursuant to paragraph <u>a.ii.A.</u> of this definition, indexed</li> </ul> </li> </ul> </li> </ul>

<sup>8</sup> The Project Agreement will be revised prior to execution to directly incorporate approved ATCs to the extent possible. To the extent direct incorporation is not possible, this provision will cross-reference any parts of the ATCs included in the Proposal Extracts that the Enterprises determine in their reasonable discretion should prevail, pursuant to Section 2.4.2.a, over certain Schedules in the event of a conflict. If there are no such parts of the ATCs, the concept of “ATC Extracts” will be deleted from the Project Agreement prior to execution.

<sup>9</sup> This will be the amount specified in Form E to the ITP as submitted in the Preferred Proposer’s Financial Proposal (subject to adjustment in accordance with the instructions to that Form).

annually in respect of each subsequent Insurance Review Period from each Insurance Renewal Date in respect of which such costs were originally paid to the corresponding Insurance Renewal Date in such subsequent Insurance Review Period,

*less*

- b. any Base Benchmarked Insurance Deduction in respect of such Insurance Review Period.

“Base Benchmarked Insurance Deduction”

means, in respect of any Uninsurable risk or any Unavailable Term that relates to any Benchmarked Insurance, an amount calculated in respect of an Insurance Review Period that equals:

- a. the amount (if any) by which the Base Benchmarked Insurance Cost would have been a lesser amount had:
  - i. such risk been an Uninsurable risk; or
  - ii. such Insurance Term been an Unavailable Term,

in the case of either i. or ii., as of the dates by reference to which the Base Benchmarked Insurance Cost in respect of such Insurance Review Period is calculated; or
- b. if, in the reasonable opinion of the Insurance Broker that prepares the applicable Joint Insurance Cost Report, it is impossible to determine an amount pursuant to paragraph a. of this definition in respect of any such Uninsurable risk or Unavailable Term, the amount (if any) by which it is reasonable to reduce the Base Benchmarked Insurance Cost under such circumstances, having due regard (to the extent possible) to:
  - i. the amount by which the Actual Benchmarked Insurance Cost is less than it would have been as a result of such risk becoming an Uninsurable risk or of such Insurance Term becoming an Unavailable Term; and
  - ii. the amount determined pursuant to paragraph b.i. of this definition as a percentage of the Actual Benchmarked Insurance Cost as calculated immediately prior to such risk becoming an Uninsurable risk or such Insurance Term becoming an Unavailable Term.

“Base Case Equity IRR” means the Preliminary Equity IRR, as updated pursuant to Schedule 1 (Financial Close).

“Base CPP” means the “Base Capital Performance Payment” set out in Section 2(f) of Part 2 of Schedule 6 (Performance Mechanism).

“Base Financial Model” means the financial model generated and computed by spreadsheet software as submitted in the Developer’s Proposal (and subsequently replaced in this Agreement, pursuant to the Project Agreement Amendment, by the Financial Model Accepted by the Enterprises pursuant to Section 2.2(h)(i) of Schedule 1 (Financial Close)), a copy of which is attached as Schedule 26 (Base Financial Model).

“ <u>Base MPP</u> ”	means the Base CPP plus the Base OMRP.
“ <u>Base OMRP</u> ”	means the “Base OMR Payment” set out in <u>Section 2(f)</u> of <u>Part 2</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).
“ <u>Baseline Asset Condition Inspection Plan</u> ”	has the meaning given to it in <u>Section 2.3.2</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).
“ <u>Baseline Credit Spreads</u> ”	means the credit spreads in the “Proposer Basis Scale” submitted by the Preferred Proposer pursuant to Section 5.6 of the “Financial Proposal Submission Requirements” of the ITP.
“ <u>Baseline Inspections</u> ”	has the meaning given to it in <u>Section 2.3.1.a</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).
“ <u>Baseline Schedule</u> ”	means the logic-based Critical Path schedule for all Construction Work and all O&M Work During Construction which has been prepared by Developer based on the Proposal Schedule and Approved by the Enterprises pursuant to <u>Section 3.3.4.a</u> of <u>Schedule 8</u> ( <i>Project Administration</i> ).
“ <u>Baseline Substantial Completion Date</u> ”	means [ ] <sup>10</sup> , as such Baseline Substantial Completion Date may be extended from time to time pursuant to: <ul style="list-style-type: none"> <li>a. <u>Section 15.3.1.e.iii</u>, as a result of the occurrence of a Supervening Event; or</li> <li>b. a Change documented in a Change Order.</li> </ul>
“ <u>Baseline TIFIA Term Sheet</u> ”	means the Baseline TIFIA Term Sheet attached as Exhibit 1 in Part I to the ITP.
“ <u>BE</u> ”	has the meaning given to it in the Preamble.
“ <u>Benchmark Interest Rates</u> ”	means the publicly documented interest rates of each maturity included in the following indices: <ul style="list-style-type: none"> <li>a. the LIBOR swap spot curve, as provided by Bloomberg;</li> <li>b. the LIBOR swap forward curves, as provided by Bloomberg;</li> <li>c. the U.S. Spot Treasury Yield Curve;</li> <li>d. the Municipal Market Data (MMD) benchmark, as provided by Thomson Reuters;</li> <li>e. the Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index (formerly known as the Bond Market Association (BMA) Municipal Swap Index); and</li> <li>f. the Treasury Securities – State and Local Government Series (SLGS) index, as provided by the US Treasury.</li> </ul>
“ <u>Benchmarked Insurance Inception Date</u> ”	means the Substantial Completion Date.
“ <u>Benchmarked Insurance</u> ”	means each of the Insurance Policies required pursuant to <u>Section 2</u> of <u>Schedule 13</u> ( <i>Required Insurances</i> ). <sup>11</sup>
“ <u>BNSF</u> ”	means BNSF Railway Company.

<sup>10</sup> Insert Baseline Substantial Completion Date from Form D-3 (Financing Plan Dates) of Preferred Proposer’s Financial Proposal. Note however that the definition of the Baseline Substantial Completion Date may be amended at Financial Close if Financial Close occurs after July 1, 2017 (the date assumed in the ITP) to reflect, on a day for day basis, any delay in achieving Financial Close relative to that date. This amendment will be made at Financial Close pursuant to the terms of Schedule 1.

<sup>11</sup> **Note to Proposers:** This definition has been revised from the plural to the singular since the release of Addendum No. 1.

- “BNSF Crossing” means the existing and/or proposed crossing by the BNSF Railroad through the I-70 East corridor on the Right-of-Way as described in Section 10.1.5 of Schedule 10 (Design and Construction Requirements).
- “BNSF RRA” means the railroad agreement between CDOT and BNSF dated [ ].
- “BNSF Work” means all duties and services to be furnished and provided by BNSF as required by the BNSF RRA.
- “Bond Financing” means any Project Debt financing to be provided through the capital markets issuance (including through a private placement) of either:
- a. PABs by the PABs Issuer; or
  - b. taxable bonds,
- that, in the case of a. or b., is assumed in the Base Financial Model.
- “Breakage Costs” means any prepayment premiums or penalties, make-whole payments or other prepayment amounts, including costs of early termination of interest rate and inflation rate hedging, swap, collar or cap arrangements, that Developer must pay, or that may be payable or credited to Developer, under any Financing Document or otherwise as a result of the payment, redemption, acceleration or reduction of all or any portion of the principal amount of Project Debt prior to its scheduled payment date, excluding, however, any such amounts included in the principal amount of any Refinancing.
- “Calendar Day” means a calendar day as determined by reference to the time and date in Denver, Colorado, and “day” means any such calendar day.
- “Calendar Year” means each consecutive period of 12 months commencing on January 1 and ending on December 31 as each such day shall be determined by reference to the time and date in Denver, Colorado.
- “Category 1 Defect” means an O&M Defect in an Element or any part of an Element which causes or has the potential to cause any one or more of the following:
- a. an immediate or imminent health or safety hazard, nuisance or other similar immediate or imminent risk to Users or workers (including for example serious inconveniences such as delays and detours, rough rides, obstacles, or issues requiring Users to make sudden evasive maneuvers);
  - b. an immediate or imminent risk of structural failure;
  - c. an immediate or imminent risk of damage to a third party’s property or equipment; and
  - d. an immediate or imminent risk of damage to the Environment.
- “Category 2 Defect” means an O&M Defect in an Element or any part of an Element other than a Category 1 Defect.
- “CDOT” has the meaning given to it in the Preamble and, for certainty, refers to the Colorado Department of Transportation acting in its own capacity and not pursuant to a delegation of authority by the Enterprises pursuant to Section 18.1.2.
- “CDOT Roadways” means I-270, I-225, Vasquez Boulevard, Colorado Boulevard and Quebec Street, in each case including the ramps up to the intersecting cross-

- roadway (including directional island and free-flow turn lane where present).
- “CDOT Standard Specifications” has the meaning given to it in Section 1.1 of Appendix A to Schedule 10A (*Applicable Standards and Specifications*).
- “Change” means any change in the Work relative to what is otherwise permitted or required under this Agreement, including any change or addition to, or replacement of, a Project Standard.
- “Change in Costs” means, in respect of:
- a. any Compensation Event; or
  - b. any Developer Change documented in a Change Order, but only for purposes of estimating costs pursuant to Sections 2.1.b.iv (subject to the proviso to such Section) and 2.2.c of Schedule 24 (*Change Procedure*) and of calculating net savings pursuant to Section 3 of Schedule 24 (*Change Procedure*),
- the net effect of such Compensation Event or Developer Change (whether such effect is of a one-off or recurring nature, and whether positive or negative) on the actual or anticipated losses, costs, charges, liabilities and fees and expenses of Developer, including, as relevant and without double counting:
- c. any reasonable external professional costs and expenses incurred:
    - i. in complying with Developer’s obligations under Section 15.2.2;
    - ii. in respect of any Compensation Event (other than as described in paragraph e. of the definition thereof in this Part A of Annex A (*Definitions and Abbreviations*)), in preparing any Supervening Event Submission (or any update thereof) that it is agreed or determined demonstrates that Developer has satisfied the requirements set out in Sections 15.3.1.a and 15.3.1.b.ii; and
    - iii. in respect of any Compensation Event as described in paragraphs d. or e. of the definition thereof in this Part A of Annex A (*Definitions and Abbreviations*), in complying with Sections 1.1.c and 1.2 of Schedule 24 (*Change Procedure*);
  - d. any expenditure that is treated as a capital expenditure in accordance with GAAP;
  - e. any life-cycle, operating, maintenance or replacement costs;
  - f. any employment and labor costs;
  - g. with respect to any insurance that Developer is required to obtain and maintain, or cause to be obtained and maintained, pursuant to Sections 25.1.1 and 25.1.2.c, any change in premiums, premium tax or broker’s fees and expenses, including any change therein resulting from:
    - i. a change in the amount of any deductible or in any amount of coverage; and

- ii. any other change in such insurance, including to Insurance Terms; and
- h. any financing costs incurred by Developer as a result of the occurrence of a Compensation Event (excluding any Delay Financing Costs and any Milestone Payment Delay Costs), including:
  - i. any reasonable external professional costs and expenses incurred in complying with Developer's obligations under Section 15.5.1;
  - ii. any such costs required to ensure Developer's continued compliance with the Financing Agreements;
  - iii. any reasonable commitment fees, interest costs and hedging costs, including Breakage Costs;
  - iv. any lost interest on any of Developer's own capital; and
  - v. any other such costs for debt or equity finance required pending receipt of a payment from the Enterprises in connection with such Compensation Event,

in all cases for purposes of this definition:

- i. other than with respect to paragraphs c., g. or h. of this definition, as any amounts falling within this definition of Change in Costs are calculated or otherwise taken into account (including through mark-ups) in accordance with Appendix A to Schedule 24 (Change Procedure); and
- j. excluding any internal costs, fees or expenses of any Developer-Related Entity except to the extent expressly permitted in accordance with Appendix A to Schedule 24 (Change Procedure).

"Change in Law"

means the coming into effect after the Setting Date of:

- a. the enactment, promulgation or adoption of any Law;
- b. a binding change in the judicial or administrative interpretation of any Law; or
- c. any modification (including repeal) of any Law,

in each case, by a Governmental Authority that:

- d. is materially different from or inconsistent with Law as in effect prior to the coming into effect of the relevant change as referenced in paragraphs a., b. or c. of this definition; and
- e. was not (in the same or substantially similar form and substance to that which later comes into effect) pending, passed or adopted, including in the form of a bill or draft, as of the Setting Date,

provided that Change in Law shall exclude any such enactment, promulgation, adoption, change or modification of any (i) Federal Law, (ii) State or local labor Law or (iii) State or local tax Law of general

	applicability.
<u>“Change of Control”</u>	means any direct or indirect Equity Transfer of interests in either Developer or any Equity Member that results in or could (upon the occurrence of any condition or exercise of any right or option) result in any change in the Person or Persons that has direct or indirect Control of Developer or such Equity Member, excluding: <ol style="list-style-type: none"> <li>a. any Permitted Equity Transfer; and</li> <li>b. a bona fide open market transaction in securities effected on a recognized public stock exchange involving an initial public offering.</li> </ol>
<u>“Change Order”</u>	has the meaning given to it in <u>Section 1.2.e</u> of <u>Schedule 24</u> ( <i>Change Procedure</i> ).
<u>“Circuit Time for Plowing”</u>	means the total time required to fully service a designated Snow Route calculated from the time the plow vehicle leaves the yard to the time it has completed the plowing operation on the entire plow route.
<u>“Circuit Time for Spreading”</u>	means the total time required to fully service a designated salt or liquid anti-icing/de-icing Snow Route calculated from the time the spreader vehicle leaves the yard to the time it completes the route.
<u>“City of Denver”</u>	means the City and County of Denver, Colorado.
<u>“Civil Rights Requirements”</u>	has the meaning given to it in <u>Section 1.1.1</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).
<u>“Claim”</u>	means any claim, demand, action, cause of action, proceeding (legal or administrative), investigation, judgment, demand, suit, dispute or liability.
<u>“Closed Circuit Television”</u>	means cameras used for monitoring travel conditions.
<u>“Closure”</u>	means that all or part of any travel lane, ramp, cross street, shoulder, sidewalk or driveway within the O&M Limits is closed or blocked, or that the use thereof is otherwise restricted, for a period of any duration.
<u>“Closure Deduction Period”</u>	means, in respect of any Non-Permitted Closure, each continuous period of 15 minutes commencing from and including: <ol style="list-style-type: none"> <li>a. subject to paragraph <u>b.</u> of this definition, the commencement time of such Non-Permitted Closure; or</li> <li>b. in the case of any Closure that is deemed to be a Non-Permitted Closure pursuant to <u>Section 2.11.14.c</u> or <u>2.11.14.d</u> of <u>Schedule 10</u> (<i>Design and Construction Requirements</i>), the expiry of the 30 minute period referred to in the relevant Section.</li> </ol>
<u>“Closure Default Event”</u>	means the occurrence of any of the following: <ol style="list-style-type: none"> <li>a. during the Construction Period, the cumulative amount of Construction Closure Deductions accrued during:                 <ol style="list-style-type: none"> <li>i. any rolling 4 month period equals or exceeds \$40,000; or</li> <li>ii. any rolling 12 month period equals or exceeds \$100,000;</li> </ol> </li> <li>b. during the Operating Period, the cumulative amount of</li> </ol>

Operating Period Closure Deductions accrued during:

- i. any 1 month period equals or exceeds \$100,000 (indexed); or
- ii. any rolling 4 month period equals or exceeds \$150,000 (indexed); or
- iii. any rolling 12 month period equals or exceeds \$200,000 (indexed),

provided that, for certainty, any Construction Closure Deduction or Operating Period Closure Deduction that is being disputed in good faith by Developer shall be disregarded for purposes of determining whether a Closure Default Event has occurred until such time as it has been agreed or determined that the relevant deduction was valid.

“Collateral Agent” means the financial institution designated by the Lenders to act as their trustee or agent pursuant to the Financing Documents.

“Command Control and Monitoring System” means the integrated overarching system required to monitor, control and implement the various fire, life safety, and other systems located in the Cover.

“Committed Investment” means:

- a. any form of direct investment by Equity Members in Developer, including the purchase of equity shares in Developer;
- b. any Equity Member Debt; or
- c. any irrevocable on-demand letter of credit issued by an Eligible Financial Institution for the account of an Equity Member naming Developer and/or Collateral Agent as beneficiary and securing the provision of any direct investment or debt referenced in paragraph a. of this definition.

“Compensable Construction Period Event” has the meaning given to it in Section 15.7.1.

“Compensable Costs” means any Change in Costs, Milestone Payment Delay Costs and/or Delay Financing Costs for which the Enterprises are obligated to compensate Developer as determined pursuant to Section 15.3 in connection with a Compensable Event, for certainty, pursuant to Section 35.5, net of any amount that Developer is or should be entitled to recover under any Available Insurance.

“Compensable Event” means:

- a. any Compensation Event (other than any Compensation Event described in paragraphs d. or e. of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*)); and
- b. any Delay Relief Event.

“Compensable Operating Period Event” has the meaning given to it in Section 15.7.2.

“Compensable Unexpected Utility Event” has the meaning given to it in Section 15.7.1.a.

“Compensation Event” means:

- a. any:
  - i. breach of this Agreement by the Enterprises; or
  - ii. violation of Law by the Enterprises,

except to the extent such breach or violation is a Compensation Event under any other paragraph of this definition;
- b. any:
  - i. failure by the Enterprises to provide Developer with Possession of any ROW Parcel by:
    - A. other than with respect to the Existing CDOT Right-of-Way, the applicable date specified in the “Date First Available for Possession” column in the table in Appendix A to Schedule 18 (Right-of-Way); and
    - B. with respect to the Existing CDOT Right-of-Way, issuance of NTP2.
  - ii. failure by the Enterprises to continuously provide Developer with Possession of any ROW Parcel or any Additional ROW Parcel from the applicable Project License Start Date to the applicable Project License End Date;
  - iii. failure by the Enterprises to comply with their obligation to complete Property Management of certain ROW Parcels pursuant to Sections 2.2.2 and 2.2.3 of Schedule 18 (Right-of-Way); or
  - iv. provision by the Enterprises to Developer of Possession of any ROW Parcel or any Additional ROW Parcel subject to the rights of other Persons, restrictions or qualifications that were not identified, disclosed or in existence on or prior to:
    - A. in the case of any ROW Parcel, the Setting Date; or
    - B. in the case of any Additional ROW Parcel, the Project License Start Date,

as determined by reference to this Agreement or any Third Party Agreement, Law, title commitment, Reference Document or public record in existence and available to the Preferred Proposer and/or the Developer-Related Entities prior to the applicable date;
- c. any:
  - i. Discriminatory Change in Law; or

- ii. Qualifying Change in Law,  
(excluding any resulting Enterprise Change made pursuant to Section 8.6.2);
- d. delivery of a Directive Letter pursuant to Section 1.4.a of Schedule 24 (*Change Procedure*);
- e. an Enterprise Change documented in a Change Order;
- f. the discovery of any:
  - i. Unexpected Geological Conditions; or
  - ii. Unexpected Utility Condition;
- g. any incident of physical damage to an Element of the Project or unpermitted disruption to the work caused by:
  - i. installation, testing or maintenance of any ETC or ITS Elements by the ETC System Integrator pursuant to the E-470 TSA or the E-470 Installation Agreement; or
  - ii. the construction, operation or maintenance of any Other Department Project in the immediate vicinity of the Right-of-Way, but only to the extent not:
    - A. constructed, operated or maintained by either Developer or another Person under common Control with Developer; or
    - B. Known or Knowable;
- h. the completion of a Contract Year in which CDOT failed to fully perform the scope of Department-Retained Renewal Work set out in the agreed 12-month schedule for such Contract Year included in the most recently Approved Recommended Department Renewal Work Plan (a "Department-Retained Renewal Work Deficiency");
- i. any breach by the City of Denver of the Denver IGA that results in:
  - i. the assessment of fees or expenses on Developer (or any Subcontractor) that are waived or suspended by the City of Denver under Section 4.A.(i)-(iii) and Exhibit B of the Denver IGA; or
  - ii. the City of Denver not accepting the quantum of fill dirt specified in Section 4.D of the Denver IGA, provided that such fill dirt satisfies the requirements specified in such Section and in Schedule 17 (*Environmental Requirements*);
- j. any Enterprise Release of Hazardous Substances;
- k. any physically intrusive inspection conducted pursuant to Section 21.2.1 to the extent such inspection constitutes a Compensation Event pursuant to Section 21.2.2.b;
- l. the issuance of any Safety Compliance Order, excluding any such order or part thereof that orders or directs Safety

Compliance that Developer is otherwise obligated to implement pursuant to this Agreement;

- m. any suspension by the Enterprises pursuant to Section 23.3.1 to the extent such suspension constitutes a Compensation Event pursuant to Section 23.3.2;
- n. any Required Action by the Enterprises that is not taken in response to or because of Developer's breach of its obligations under this Agreement or any Developer Default;
- o. Developer's obligation to comply with Section 12.2.b with respect to any Related Transportation Facility that is not Known or Knowable, to the extent such obligation requires any expenditure that would be treated as a capital expenditure in accordance with GAAP; and
- p. the Enterprises' designation of a new Third Party Agreement pursuant to Section 8.5.2.a,

in each case unless such event arises as a result of any breach of Law, Governmental Approval, Permit or this Agreement, fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of any Developer-Related Entity.

"Construction Closure Deduction"

means, in respect of each full or partial Closure Deduction Period that commences in respect of:

- a. any Non-Permitted Construction Closure on I-70 Mainline, I-270 or I-225, \$5,000 in respect of the Closure of each lane, shoulder or ramp; or
- b. any other Non-Permitted Construction Closure, \$2,000 in respect of the Closure of each lane, shoulder, ramp, sidewalk or driveway.

"Construction Contract"

means the contract for the performance of the Construction Work and of the O&M Work During Construction<sup>12</sup> entered into between Developer and the Construction Contractor in compliance with Section 17.<sup>13</sup>

"Construction Contractor"

means the design and construction contractor engaged by Developer under the Construction Contract.

"Construction Period OJT Goal"

has the meaning given to it in Section 6.3.1.a of Schedule 15 (Federal and State Requirements).

"Construction of Relocation Acceptance Letter" or "CRAL"

means a letter in the form set out in Appendix D to Section 4 of Schedule 10 (Design and Construction Requirements).

"Construction Period"

means the period that begins on the earlier to occur of the date of issuance of NTP1 and the Financial Close Date and ends on (and including) the Substantial Completion Date.

"Construction Standards"

means:

- a. the standards and specifications listed in Schedule 10A (Applicable Standards and Specifications) including, for

<sup>12</sup> To be amended to reflect contractual structure of Preferred Proposer.

<sup>13</sup> This defined term assumes that there will be a single such contract. This definition, and related provisions (including the definition of Construction Contractor), will be adjusted at the Enterprises' reasonable discretion to reflect any Proposal that proposes a different (but otherwise permissible or Enterprise approved) contracting arrangement.

certainty:

- i. the CDOT Standard Specifications; and
- ii. the Standard Special Provisions;
- b. the Project Special Provisions;
- c. any other standards and specifications expressly referenced in this Agreement as applicable to the Construction Work (for certainty, excluding any Laws, Governmental Approvals or Permits); and
- d. any other standards and specifications that apply to the Construction Work (excluding, for certainty, any Laws, Governmental Approvals or Permits), including as a result of Developer's methods of performing the Construction Work,

in each case in the form published or otherwise in effect as of the Setting Date and as modified by the express terms of this Agreement (subject to change, addition or replacement made pursuant to Section 8.6).

"Construction Work"

means all administrative, design, installation, compliance, permitting, support services, Utility Work, construction related obligations and all other tasks to be performed and provided by Developer required to comply with all requirements set out in Schedule 10 (Design and Construction Requirements) and any other provisions of this Agreement applicable to the performance of the Construction Work.

"Construction Work Small Business Goals"

has the meaning given to it in Section 6.2.1 of Schedule 15 (Federal and State Requirements).

"Construction Work Value"

means:

- a. \$[ ]<sup>14</sup>; *minus*
- b. the Cost to Complete; *minus*
- c. the amount of any Milestone Payments previously paid to Developer, where (for purposes of this paragraph c.) any amounts set-off by the Enterprises against any such payments pursuant to Section 5 of Part 3 of Schedule 4 shall be counted as having been paid to Developer.

"Contract Drawings"

means the documents included in Schedule 10B (Contract Drawings).

"Contract Year"

means a period of twelve months commencing on (and including) July 1 of each Calendar Year, provided that:

- a. the first Contract Year shall be the period commencing on (and including) the Agreement Date and ending on the immediately following June 30; and
- b. the final Contract Year shall be the period commencing on (and including) July 1 immediately preceding the last Calendar Day of the Term and ending on that last Calendar Day of the Term,

where each of June 30 and July 1 shall be determined by reference to the time and date in Denver, Colorado.

<sup>14</sup> To insert Construction Contract price. For certainty, this figure will include the cost of the O&M Work During Construction even if such work is performed under an agreement other than the Construction Contract.

“Contractor Bond”

means any payment and/or performance bonds either in the form set out in Schedule 20 (Forms of Contractor Bonds) (or in such other form, including a letter of credit from an Eligible Financial Institution, as may be Approved by the Enterprises), which bonds or other instruments shall be:

- a. provided by and maintained with an Eligible Surety (or, as applicable, an Eligible Financial Institution); and
- b. in a penal amount of not less than:
  - i. with respect to any bond (or other instrument) delivered pursuant to Section 9.3.1.a.i, 50% of the aggregate value of the Construction Work and the O&M Work During Construction to be performed under the Principal Subcontracts; and
  - ii. with respect to any bond (or other instrument) delivered pursuant to Section 9.3.1.a.ii, 100% of the maximum amount payable by Developer to the O&M Contractor under the O&M Contract in the then current Contract Year (provided that, in the event of any self-performance of the O&M Work by Developer, such maximum amount shall be deemed to equal, or (with respect to any partial self-performance) be added to, Developer’s budgeted amount for such self-performed O&M Work in such Contract Year, as such budgeted amount shall be verified by the Enterprises (acting reasonably)),

or, in any case, if greater or with respect to any other part of the Work, the minimum required by Law, including C.R.S. § 38-26-106; and

- c. otherwise provided in compliance with Section 9.3.1.

“Control”

of a Person by another Person means that other Person (whether directly or indirectly):

- a. holds either:
  - i. at least 25% or more of the equity interests in such Person; or
  - ii. a percentage of the equity interests in such Person that is either equal to or greater than the percentage held by any other holder; or
- b. has the right to appoint, approve or remove:
  - i. at least 25% of the board of directors (or equivalent) of such Person; or
  - ii. a percentage of the board of directors (or equivalent) of such Person either equal to or greater than the percentage appointed, approved or removed by any other holder;
- c. exercises control over the direction of the business, management and/or policies of such Person, including through:
  - i. preferred or minority equity holder veto or voting rights (whether such rights are provided by Law or

by such Person's organizational documents or related member or shareholder agreements or similar agreements); or

ii. any other means,

in the case of c.i and c.ii to the extent such rights or other means circumvent, or appear intended to circumvent, any restrictions or obligations that would otherwise arise if this definition of Control applied.

<u>"Control Center"</u>	means Developer's control center for controlling the Cover MEP Systems.
<u>"Controlling Equity Member"</u>	means any Equity Member that has Control of Developer.
<u>"Controlling Work Item"</u>	means the Activity or work item on the Critical Path having the least amount of Float.
<u>"CORA"</u>	means the Colorado Open Records Act.
<u>"CORA Exempt Materials"</u>	means any trade secrets, privileged information and confidential commercial, financial, geological or geophysical data exempt from public disclosure under C.R.S. §§ 24-72-204(3)(a)(IV) or information that is otherwise exempt from disclosure under CORA.
<u>"Core Proposer Team Member"</u>	has the meaning given to it in the ITP.
<u>"Correction"</u>	means action taken to eliminate Nonconforming Work detected in the Work.
<u>"Corrective Action"</u>	has the meaning given to it in <u>Section 6.5.8</u> of <u>Schedule 8</u> ( <i>Project Administration</i> ).
<u>"Corrective Action Plan"</u>	means Developer's plan for taking Corrective Action in respect of systemic Nonconforming Work.
<u>"Cost to Complete"</u>	means (without double-counting): <ol style="list-style-type: none"> <li>a. those costs (internal and external) that the Enterprises reasonably and properly project that they (and/or CDOT) will incur in carrying out any process to request bids from any parties interested in entering into one or more contracts with the Enterprises (and/or CDOT) to conduct all Work prior to and as necessary to achieve Final Acceptance, including all costs related to the preparation of bid documentation, evaluation of bids and negotiation and execution of relevant contracts; <i>plus</i></li> <li>b. the costs that the Enterprises reasonably and properly project that they (and/or CDOT) will incur in performing or having performed all Work prior to and as necessary to achieve Final Acceptance; <i>plus</i></li> <li>c. any Losses resulting from the actions of Developer and any other Developer-Related Entity that the Enterprises (and/or CDOT) would, but for the termination of this Agreement, not have incurred prior to Final Acceptance; <i>minus</i></li> <li>d. any insurance proceeds and proceeds of Contractor Bonds available to the Enterprises (and, for certainty, not available to the Lenders) for the purposes of achieving Final</li> </ol>

## Acceptance.

<u>“Courtesy Patrol Service Plan”</u>	means the plan referred to in <u>Section 9.2.2.c</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).
<u>“Cover”</u>	means the Elements to be constructed by Developer within the limits depicted in the Conceptual Master Plan Exhibit in <u>Schedule 10B</u> ( <i>Contract Drawings</i> ).
<u>“Cover Maintainer”</u>	[ ]. <sup>15</sup>
<u>“Cover MEP System”</u>	means the mechanical, electrical, and plumbing system required for the Cover and the Lowered Section between Brighton Blvd. and Dahlia St.
<u>“CP Deduction Month”</u>	has the meaning given to it in <u>Section 1(a)</u> of <u>Part 1</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).
<u>“CPI”</u>	means the Consumer Price Index All items (BES Series ID CUUR0000SA), as published by the United States Department of Labor. Bureau of Labor Statistics, for which the base year is 1982-84 = 100, or if such publication ceases to be in existence, a comparable index selected by the Enterprises and approved by Developer, acting reasonably, provided that: <ul style="list-style-type: none"> <li>a. if the CPI is revised so that the base year differs from that set out above, the CPI shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics; and</li> <li>b. if the Bureau of Labor Statistics otherwise alters its method of calculating such index, the Parties shall mutually determine appropriate adjustments in the affected index.</li> </ul>
<u>“Critical Path”</u>	means the longest sequence, in terms of time, of logically connected Activities on the Project Schedule ending with Final Acceptance, and, for certainty, the Project Schedule shall include only a single Critical Path.
<u>“Critical Path Method”</u>	means the scheduling technique showing all Activities required to complete a task, complete with durations and relationships between Activities.
<u>“Critical Velocity”</u>	means the minimum longitudinal air velocity required to prevent backflow of smoke, and which is a function of tunnel geometry and design fire characteristics.
<u>“Cross Drain”</u>	means pipes or culverts that convey water without interruption from one side of a road to the other.
<u>“CRPM”</u>	has the meaning given to it in <u>Section 1.1.1</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).
<u>“Cure Period”</u>	means, for any Noncompliance Event, the “Cure Period” (if any) specified for such Noncompliance Event in <u>Table 6A.1</u> or <u>Table 6A.2</u> , as applicable, which shall commence on and from the Noncompliance Start Time of such Noncompliance Event.
<u>“Default Interest”</u>	means interest accruing at the Default Interest Rate on a payment that is due but unpaid.
<u>“Default Interest Rate”</u>	means, for each Calendar Day during which Default Interest accrues pursuant to this Agreement, the rate per annum equal to the 30 Calendar Day British Bankers Association LIBOR Rate (“ <u>BBA LIBOR</u> ”), as published

<sup>15</sup> The entity that will be responsible for maintenance of the Cover will be identified in a subsequent Addendum.

by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Enterprises from time to time) at approximately 11:00 a.m., London time for dollar deposits (for delivery on the first Calendar Day on which Default Interest is due) plus 200 basis points, provided that if such rate is not available at such time for any reason, then the “Default Interest” rate shall be the rate per annum determined by the Enterprises as provided by a similar organization.

“Defect”

means a defect, howsoever caused, affecting the condition, use, functionality or operation of any Element.

“Defect Remedy Period”

means:

- a. for a Category 1 Defect, the maximum time period for taking and completing the action required by:
  - i. Section 4.2.2 of Schedule 11 (*Operations and Maintenance Requirements*), being the time period set out in the column headed “Cat 1 Immediate Action” in the Performance and Measurement Tables; or
  - ii. Section 4.2.3 of Schedule 11 (*Operations and Maintenance Requirements*), being the time period set out in the column headed “Cat 1 Permanent Remedy” in the Performance and Measurement Tables; or
- b. for a Category 2 Defect, the maximum time period for taking and completing the action required by Section 4.2.4 of Schedule 11 (*Operations and Maintenance Requirements*), being the time period set out in the column headed “Cat 2 Permanent Repair” in the Performance and Measurement Tables,

in each instance commencing from the time that Developer first becomes (or should have become) aware of the existence of the relevant O&M Defect, provided that, for certainty, if any such period is specified as “N/A”, the relevant O&M Defect shall be deemed to have no remedy period or, for the purposes of Schedule 6 (*Performance Mechanism*), no Cure Period.

“Deferred Compensation”

has the meaning given to it in Section 15.4.a.iii.

“Deferred Equity Amounts”

means any unfunded or undisbursed amount of any Committed Investment that is shown in the Financial Model to be available for use prior to the anticipated Substantial Completion Date, which amount is:

- a. of a type defined in paragraph a. of the definition of Committed Investment in Part A of Annex A; or
- b. of a type defined in paragraph b. of the definition of Committed Investment in Part A of Annex A.

“Delay Financing Costs”

means, in respect of any Delay Period, the aggregate of:

- a. all amounts of principal that will fall due for payment with respect to the Long Term Project Debt under the Financing Documents during such period;
- b. all amounts (excluding default interest) of interest that will accrue under the Financing Documents with respect to the

Long Term Project Debt during such period; and

- c. reasonable financing fees and expenses that accrue during such period with respect to the Long Term Project Debt in connection with any of the foregoing.

<u>“Delay Period”</u>	has the meaning given to it in <u>Section 15.3.1.e.ii.</u>
<u>“Delay Relief Events”</u>	has the meaning given to it in paragraph <u>a.</u> of the definition of Relief Event in this <u>Part A</u> of <u>Annex A</u> ( <i>Definitions and Abbreviations</i> ).
<u>“Deliverable”</u>	means Work Product required pursuant to this Agreement to be submitted or resubmitted to the Enterprises or the Department, as applicable, for Approval, Acceptance, any other consent, approval or like assent, or Information, excluding, for certainty, notices and correspondence.
<u>“Deliverables Tables”</u>	has the meaning given to it in <u>Section 1(a)</u> of <u>Part 1</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>“Denver IGA”</u>	means the Intergovernmental Agreement among CDOT, HPTE, BE and the City of Denver dated as of September 14, 2015.
<u>“Denver Planned Projects”</u>	means the projects listed in <u>Appendix B</u> to <u>Section 9</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>“Department”</u>	means: <ul style="list-style-type: none"> <li>a. CDOT acting pursuant to a delegation of authority by the Enterprises pursuant to <u>Section 18.1.2</u>; or</li> <li>b. the Enterprises, but only if and to the extent that:                 <ul style="list-style-type: none"> <li>i. the context may require; or</li> <li>ii. the Enterprises otherwise notify Developer.</li> </ul> </li> </ul>
<u>“Department Provided Approvals”</u>	means: <ul style="list-style-type: none"> <li>a. each of the Governmental Approvals listed in <u>Table 9-1</u> in <u>Section 9.5.15</u> of <u>Schedule 10</u> (<i>Design and Construction Requirements</i>);</li> <li>b. each of the Governmental Approvals listed in <u>Table 17-1</u> of <u>Schedule 17</u> (<i>Environmental Requirements</i>); and</li> <li>c. the “Interstate Access Request” identified in the Reference Documents.</li> </ul>
<u>“Department-Retained O&amp;M Work”</u>	means: <ul style="list-style-type: none"> <li>a. Department-Retained Renewal Work;</li> <li>b. operation and maintenance of any ETC or ITS elements not to be maintained by Developer or the ETC System Integrator pursuant to <u>Appendix B</u> to <u>Section 3</u> of <u>Schedule 10</u> (<i>Design and Construction Requirements</i>); and</li> <li>c. Snow and Ice Control Services:                 <ul style="list-style-type: none"> <li>i. on the I-70 Mainline and the CDOT Roadways until, but not including, the Snow and Ice Control Commencement Date; and</li> <li>ii. on the portions of the CDOT Roadways that are not identified as “Developer O&amp;M Work” in the O&amp;M Limits Reference Drawings from and including the</li> </ul> </li> </ul>

## Snow and Ice Control Commencement Date.

<u>“Department-Retained Renewal Work”</u>	means the remedy of Category 2 Defects in the Excluded Elements.
<u>“Department-Retained Renewal Work Deficiency”</u>	has the meaning given to it in paragraph <u>h.</u> of the definition of <u>Compensation Event</u> in this <u>Part A of Annex A (Definitions and Abbreviations)</u> .
<u>“Design of Relocation Acceptance Letter”</u> or <u>“DRAL”</u>	means a letter in the form set out in <u>Appendix C</u> to <u>Section 4</u> of <u>Schedule 10 (Design and Construction Requirements)</u> .
<u>“Deterioration Fraction”</u>	has the meaning set out in <u>Section 4.3.a</u> of <u>Schedule 12 (Handback Requirements)</u> .
<u>“Developer”</u>	has the meaning given to it in the Preamble.
<u>“Developer Change”</u>	means a Change initiated by Developer pursuant to a Developer Change Notice.
<u>“Developer Change Notice”</u>	has the meaning given to it in <u>Section 14.1.b</u> .
<u>“Developer Conditions Precedent”</u>	means the conditions set out in <u>Section 2.2</u> of <u>Schedule 1 (Financial Close)</u> .
<u>“Developer Default”</u>	has the meaning given to it in <u>Section 32.1.1</u> .
<u>“Developer Default Cure Period”</u>	has the meaning given to it in <u>Section 32.1.1</u> .
<u>“Developer Employee Redundancy Payments”</u>	means the amount of all payments of wages earned, accrued unused vacation time, and any other payments required by Law or required by Developer’s employment agreement with Developer’s employees, which in each case have been or will be reasonably incurred by Developer as a direct result of termination of this Agreement.
<u>“Developer-Related Entities”</u>	means: <ul style="list-style-type: none"> <li>a. Developer;</li> <li>b. the Equity Members;</li> <li>c. Subcontractors (of any tier);</li> <li>d. any other Persons (except, for certainty, the Enterprises) performing any of the Work for or on behalf of Developer;</li> <li>e. any other Persons (except, for certainty, the Enterprises and any members of the general public that use or access the Project) for whom Developer may be legally or contractually responsible; and</li> <li>f. the employees, agents, officers, directors, representatives and consultants of any of the foregoing.</li> </ul>
<u>“Developer Release of Hazardous Substances”</u>	means all Releases of Hazardous Substances onto the Site caused or, for certainty, exacerbated by Developer or any other Developer-Related Entity.
<u>“Developer Retained Expansion”</u>	means any Other Department Project, or other facility, constructed by a Person other than Developer, that the Enterprises require Developer to operate and/or maintain pursuant to this Agreement, including pursuant to an Enterprise Change documented in a Change Order.

<u>“Developer-risk Permit Area”</u>	means any Permit Area: <ol style="list-style-type: none"> <li>a. which is adjacent to the Additional Right-of-Way but not the Right-of-Way; and/or</li> <li>b. for which access and/or use is required to be procured by Developer pursuant to a Permit for which Developer bears all risk of delay and/or all risk of cost pursuant to <u>Section 8.4.3.b.</u></li> </ol>
<u>“Developer’s Enterprise Change Response”</u>	has the meaning given to it in <u>Section 1.1.c.i</u> of <u>Schedule 24</u> ( <i>Change Procedure</i> ).
<u>“Developer’s Representative”</u>	has the meaning given to it in <u>Section 18.2.1.a.</u>
<u>“Directive Letter”</u>	has the meaning given to it in <u>Section 1.4.a</u> of <u>Schedule 24</u> ( <i>Change Procedure</i> ).
<u>“Disadvantaged Business Enterprise”</u>	a State-certified “Disadvantaged Business Enterprise” listed on the Colorado Unified Certification Program DBE Directory.
<u>“Discriminatory Change in Law”</u>	means a Change in Law, the terms of which apply to: <ol style="list-style-type: none"> <li>a. the Project, or the Project and Similar Projects; and/or</li> <li>b. Developer or any Principal Subcontractor and not to other Persons (unless such Persons are public-private partnership project developers or design-build contractors engaged in Similar Projects (and in roles similar to Developer or such Principal Subcontractor on such projects)),</li> </ol> <p>and in the case of each of <u>a.</u> and <u>b.</u> excluding any Change in Law that is made in response to any breach of Law, Governmental Approval, Permit or this Agreement, or fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence of any Developer-Related Entity.</p>
<u>“Dispute”</u>	means any dispute between the Enterprises and Developer arising out of or in connection with this Agreement.
<u>“Dispute Resolution Procedure”</u>	means the procedure for the resolution of Disputes set out in <u>Section 38</u> and <u>Schedule 25</u> ( <i>Dispute Resolution Procedure</i> ).
<u>“Distribution”</u>	means, whether in cash or in kind any: <ol style="list-style-type: none"> <li>a. dividend or other distribution in respect of share capital (or the equivalent);</li> <li>b. reduction of capital, redemption or purchase of shares or any other reorganization or variation to share capital;</li> <li>c. payments by Developer under any Equity Member Funding Agreements (whether of principal, interest, Breakage Costs or otherwise);</li> <li>d. payment, loan, contractual arrangement or transfer of assets or rights to the extent (in each case) was neither in the ordinary course of business nor on reasonable commercial terms; or</li> <li>e. the receipt of any other benefit that is not received in the ordinary course of business and on reasonable commercial terms.</li> </ol>

<u>“Document Control System”</u>	means the system established and maintained by Developer pursuant to <u>Section 13.1.1</u> of <u>Schedule 8</u> ( <i>Project Administration</i> ).
<u>“DRIR”</u>	means the Denver Rock Island Railroad.
<u>“DRIR Crossing”</u>	means the existing and/or proposed crossing by the DRIR Railroad through the I-70 East corridor on the Right-of-Way as described in <u>Section 10.1.6</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>“DRIR RRA”</u>	means the railroad agreement between CDOT and DRIR dated [ ].
<u>“DRIR Work”</u>	means all duties and services to be furnished and provided by the DRIR as required by the DRIR RRA.
<u>“Drop Site”</u>	has the meaning given to it in <u>Section 1.2 B</u> of <u>Appendix B</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).
<u>“DRTL”</u>	has the meaning given to it in <u>Section 6</u> of <u>Schedule 9</u> ( <i>Submittals</i> ).
<u>“Durability Plan”</u>	means Developer’s plan for addressing the durability of all Residual Elements prepared and updated in accordance with <u>Section 8</u> of <u>Schedule 8</u> ( <i>Project Administration</i> ).
<u>“E-470 Installation Agreement”</u>	means the [installation agreement] between HPTE and the ETC System Integrator dated [ ].
<u>“E-470 TSA”</u>	means the tolling services agreement between HPTE and the ETC System Integrator dated May 7, 2015.
<u>“ECMTP”</u>	has the meaning given to it in <u>Section 6.1.1</u> of <u>Schedule 17</u> ( <i>Environmental Requirements</i> ).
<u>“ECWP”</u>	has the meaning given to it in <u>Section 2.1.1</u> of <u>Schedule 17</u> ( <i>Environmental Requirements</i> ).
<u>“Electronic Toll Collection System”</u>	means the barrier free, non-cash road charging system, including all signage, civil and telecommunications infrastructure and back-office facilities, that allows free-flow movement for I-70 Mainline users to enter and exit the Tolled Express Lanes without having to stop to pay cash tolls.
<u>“Element”</u>	means an individual component, system or subsystem of the Project, and shall, in relation to the O&M Work, include at a minimum a breakdown into the items described in the column headed “Element” in the Performance Requirements (as such items are further subdivided into subsection where appropriate).
<u>“Eligible Financial Institution”</u>	means a bank or financial institution: <ul style="list-style-type: none"> <li>a. having an office in Denver, Colorado or New York, New York at which a letter of credit issued by it can be presented for payment by hand delivery, electronic means or fax; and</li> <li>b. having a Minimum Issuer Rating from at least two Rating Agencies,</li> </ul> <p>where for purposes of this definition “Minimum Issuer Rating” means a long-term unsecured debt rating of at least:</p> <ul style="list-style-type: none"> <li>i. “A-” by Standard &amp; Poor’s Ratings Services;</li> <li>ii. “A-” by Fitch, Inc.;</li> <li>iii. “A3” by Moody’s Investors Service, Inc.; or</li> </ul>

- iv. "A low" by DBRS, Inc.,  
in each case with an outlook of "stable" or better.

"Eligible Insurer"

means an insurer that:

- a. is authorized to transact insurance in the State;
- b. except as otherwise Approved by the Enterprises, has either (i) a policyholder's management and financial size category rating of not less than "A-X" according to A.M. Best's Financial Strength Rating and Financial Size Category or (ii) a rating of not less than "BBB" according to Standard and Poor's Rating Services;
- c. is not the subject of:
  - i. an Insolvency Event; or
  - ii. a Governmental Authority order or directive limiting its business activities as related to or affecting any Insurance Policies placed or to be placed with such insurer; and
- d. satisfies any conditions imposed by the Enterprises as a condition to any Approval given pursuant to b. of this definition.

"Eligible Surety"

means a surety authorized to issue bonds in the State having either:

- a. a Minimum Eligible Surety Rating from at least two Rating Agencies; or
- b. a rating of at least "A-" and "Class VIII" from A.M. Best Company, Inc. (but only if it is at the relevant time a Registered Rating Agency),

where for purposes of this definition "Minimum Eligible Surety Rating" means a long-term unsecured debt rating of at least:

- i. "A" by Standard & Poor's Rating Services;
- ii. "A" by Fitch, Inc.;
- iii. "A2" by Moody's Investors Service, Inc.; or
- iv. "A" by DBRS, Inc.,

in each case with an outlook of "stable" or better.

"Emergency"

means any non-ordinary course event affecting the Project, whether directly or indirectly, that:

- a. is an immediate or imminent threat, or, if not promptly addressed, a potential threat, to the safety of the public;
- b. causes disruption or, if not promptly addressed, has the potential to cause disruption, to the free flow of traffic on or about the Project;
- c. is an immediate or imminent threat to the long term integrity of any part of the infrastructure of the Project, to the Environment or to property adjacent to the Project;
- d. is recognized by the Enterprises or CDOT as an emergency pursuant to Fiscal Rule 2-2 of the State of Colorado Fiscal

Rules; or

- e. is recognized or declared as an emergency by the Governor of the State, FEMA, the U.S. Department of Homeland Security or any other Governmental Authority with legal authority to recognize or declare an emergency.

“Emergency Repair Work” means temporary and/or permanent repair work that results from an Emergency of the type specified in paragraph d. or e. of the definition thereof in this Part A of Annex A (Definitions and Abbreviations).

“Emergency Services” means any Federal, State or local police, fire, emergency or other public safety Governmental Authorities (including the National Guard), and any other security or emergency personnel acting at the direction of any Governmental Authority.

“Emerging Small Businesses” any business certified by CDOT to participate in CDOT’s ESB program that has not otherwise lost such certification due to graduation or revocation.

“Encumbrance” means any mortgage, pledge, hypothecation, deed of trust, mortgage, security interest, lien, financing statement, charge, option, assignment or encumbrance of any kind or any arrangement to provide priority or preference, including any easement, right-of-way, restriction (whether on voting, sale, transfer, disposition, use or otherwise), right, lease and other encumbrance on title to real or personal property (whether or not of record), whether voluntary or imposed by Law, and any agreement to give any of the foregoing.

“Enterprises” has the meaning given to it in the Preamble.

“Enterprise Change” means a Change initiated by the Enterprises pursuant to an Enterprise Change Notice.

“Enterprise Change Notice” has the meaning given to it in Section 14.1.a.

“Enterprise Closing Agreements” means:

- a. the Project Agreement Amendment;
- b. the Lenders Direct Agreement;
- c. each of the Principal Subcontractor Direct Agreements; and
- d. *[each of the other Financing Documents that require execution by either or both of the Enterprises (including by BE acting as PABs Issuer)].*<sup>16</sup>

“Enterprise Conditions Precedent” means the conditions set out in Section 2.3 of Schedule 1 (Financial Close).

“Enterprise Default” has the meaning given to it in Section 32.3.1.

“Enterprise Default Cure Period” has the meaning given to it in Section 32.3.1.

“Enterprise Release of Hazardous Substances” means any Release of Hazardous Substances on, in, under, from or in the vicinity of the Right-of-Way or any Additional Right-of-Way caused by the Enterprises or CDOT, which Release:

- a. occurs:

<sup>16</sup> To be replaced with a list of the final relevant agreements prior to execution of this Agreement.

- i. with respect to any ROW Parcel, after the Setting Date; and
- ii. with respect to any Additional ROW Parcel, on or after its Project License Start Date; and
- b. is required to be managed or remediated pursuant to either Law or Developer's obligations under this Agreement.

"Enterprise Representative"

has the meaning given to it in Section 18.2.1.a.

"Environment"

means air, soils, submerged lands, surface waters (including wetlands), groundwaters, land, stream sediments, surface or subsurface strata, biological resources, including endangered, threatened and sensitive species, natural systems, including ecosystems, historic, archeological and paleontological resources, improvements, including buildings, sewer and septic systems, storm drains, publicly owned treatment works, and waste treatment, storage or disposal systems.

"Environmental Approval"

means the FEIS, the ROD, the Reevaluation and any Governmental Approval required for the Project or the Work pursuant to Environmental Law.

"Environmental Law"

means any Law applicable to the Project or the Work requiring consideration of impacts on the Environment or addressing, regulating or imposing liability, actions or standards of conduct that pertains to the Environment, Hazardous Substances, contamination of any type whatsoever, or environmental health and safety matters, and any lawful requirements and standards that pertain to the Environment, Hazardous Substances, contamination of any type whatsoever, or environmental health and safety matters, set out in any permits, licenses, approvals, plans, rules, regulations, administrative or judicial orders, ordinances or other Governmental Approvals adopted, or other criteria and guidelines promulgated, pursuant to such Law, including in each case those relating to:

- a. the manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, transportation and Release of Hazardous Substances;
- b. protection of wildlife, animal or plant species listed as threatened or endangered under and subject to an applicable threatened or endangered species Law, species, other sensitive species, wetlands, water courses and water bodies, antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites and remains and other similar remains of archaeological, cultural or paleontological interest, natural resources, and of the Environment generally;
- c. the operation and closure of underground storage tanks;
- d. human health and safety; and
- e. notification documentation and record keeping requirements relating to the foregoing.

"Environmental Requirements"

means the requirements set out in Schedule 17 (*Environmental Requirements*), including the obligation to comply with Environmental Law and all Environmental Approvals.

- “Equity IRR” means, as of any date of calculation, the nominal post-tax internal rate of return on the total amount of Committed Investment described in paragraphs a. and b. of the definition of Committed Investment in this Part A of Annex A (*Definitions and Abbreviations*) made and projected, as of such date, to be made over the full Term, which rate of return shall be calculated, using the Financial Model, as the discount rate that, when applied to the equity cash flows calculated as of the relevant date, results in a net present value of zero. For purposes of this definition:
- a. the phrase “post-tax” refers only to U.S. Federal and state income tax liability of Developer or its Equity Members, calculated at no greater than the maximum rate charged to domestic corporations and taking into account the deductibility of state and local taxes for Federal purposes, and specifically excludes:
    - i. any foreign income tax and other tax of any kind; and
    - ii. any withholding tax for Federal state or local purposes, including any tax that Developer or an Equity Member is obligated to withhold on Distributions (whether actual or constructive) or other payments or allocations to Equity Members or holders of debt of or equity interests in an Equity Member under 26 U.S.C. §§ 1441–1446, notwithstanding 26 U.S.C. § 1461;
  - b. the phrase “equity cash flows” refers to:
    - i. the total amount of Distributions that, as of the date of calculation, have been made and are projected to be made during the Term; *minus*
    - ii. the total amount of Investment described in paragraphs a. and b. of the definition of Committed Investment in this Part A of Annex A (*Definitions and Abbreviations*) that, as of the date of calculation, has been made and is projected to be made during the Term; and
  - c. the Equity IRR as of the Financial Close Date is equal to the Base Case Equity IRR.
- “Equity Member” means any Person with a direct equity interest in Developer.
- “Equity Member Debt” means any bona fide indebtedness of Developer for borrowed money that:
- a. is held by any Equity Member or an Affiliate thereof; and
  - b. is subordinated in priority of payment and security to all Project Debt held by Persons who are not Equity Members.
- “Equity Member Funding Agreement” means any loan agreement, credit agreement or other similar financing agreement or subordination agreement providing for or evidencing Equity Member Debt.
- “Equity Transfer” means:
- a. any sale, transfer, assignment, conveyance, or other disposal of any direct or indirect legal, beneficial or equitable

ownership interests in a Person; or

- b. any agreement, whether or not subject to the occurrence of any condition or exercise of any right or option, to effect any transaction specified in paragraph a. of this definition, including any pledge, mortgage, grant of any security interest, lien or other encumbrance.

“Escrow Agent” means the escrow agent appointed by the Parties pursuant to the Financial Model Escrow Agreement.

“ETC System Integrator” means the E-470 Public Highway Authority, a political subdivision of the State formed under the Public Highway Authority Law, Part 5 of Article 4 of Title 43, Colorado Revised Statutes.

“Exceptional Cost” means, in respect of an Insurance Review Period, the amount, if positive (and, if not, \$0), calculated as:

“Exceptional Cost” = Insurance Cost Increase – (20% x Base Benchmarked Insurance Cost in respect of that Insurance Review Period).

“Exceptional Saving” means, in respect of an Insurance Review Period, the amount if positive (and, if not, \$0), calculated as:

“Exceptional Saving” = Insurance Cost Decrease – (20% x Base Benchmarked Insurance Cost in respect of that Insurance Review Period).

“Excluded Element” means any of the following Elements:

- a. pavement;
- b. drainage systems;
- c. structures;
- d. guardrail, barriers and impact attenuators;
- e. signs;
- f. fences and walls;
- g. earthworks and embankments;
- h. ITS civil infrastructure; and
- i. only with respect to the Operating Period, electronic toll collection civil infrastructure,

that, in any such case, forms part of:

- i. either:
  - A. the I-70 Mainline; or
  - B. its associated infrastructure (including all roadway lanes, ramps, shoulders, roadside Elements, walls and structures),

in the case of each of A. and B.:

  - C. from the I-25/I-70 interchange to I-70 Brighton Boulevard interchange; and
  - D. from I-70 Chambers Road interchange to I-70 Tower Road interchange; or
- ii. the structure, with number E-17-AED, on the I-70 westbound entrance ramp from Central Park Boulevard,

in the case of each of i. and ii., within the O&M Limits.

“Exclusion” has the meaning given to it in Developer Default numbered (11) in Section 32.1.1.

“Excused Closure” means:

- a. any Closure arising as a direct result of:
  - i. a Compensation Event;
  - ii. a Relief Event;
  - iii. an Emergency;
  - iv. the performance of Snow and Ice Control Services in accordance with the requirements of Section 11 of Schedule 11 (Operations and Maintenance Requirements); or
  - v. Work required to be performed in connection with the removal of debris or obstructions, patrols or inspections that requires the Closure of a shoulder where such Closure is too brief to require the implementation of a Closure in accordance with the

Developer's most recently Approved Transportation Management Plan;

- b. any Closure under the control of the Emergency Services;
- c. any Closure that:
  - i. was previously under the control of the Emergency Services; and
  - ii. continues to subsist after the Emergency Services have returned operational control of all parts of the Project affected by such Closure to Developer, provided that, if any such Closure continues to subsist for a period in excess of 30 minutes after such control has been returned to Developer, any such excess period shall not be an Excused Closure;
- d. any Closure expressly ordered by, and continuing only for so long as ordered by, the Enterprises, CDOT or any Governmental Authority;
- e. solely to the extent that a Category 1 Defect requires immediate action including a temporary repair or permanent repair (depending on the nature of the O&M Defect), a Closure of a shoulder for the sole purpose of performing the repair and persisting for no longer than the Defect Remedy Period; or
- f. any Closure required solely by the ETC System Integrator for the performance of its obligations pursuant to the E-470 TSA or the E-470 Installation Agreement, provided that, for certainty, to the extent that Developer performs any Work on the portion of the Project that is subject to such a Closure during such Closure, such Closure shall not be an Excused Closure within this paragraph f;

but only to the extent that, in the case of any such Closure:

- g. such Closure does not arise as a result of:
  - i. any breach of Law, Governmental Approval, Permit or this Agreement, fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of any Developer-Related Entity; or
  - ii. any risk that Developer is required to insure against pursuant to this Agreement; and
- h. Developer is using its Reasonable Efforts to:
  - i. mitigate the impact of the relevant Closure;
  - ii. reopen the affected part(s) of the Project as quickly as possible to traffic; and
  - iii. if such Closure arose as the direct result of an Emergency, respond to the Emergency in accordance with the requirements of this Agreement.

“Exempt Refinancing” means:

- a. any Refinancing that was fully and specifically identified and taken into account in the Base Financial Model and calculation of the Base Case Equity IRR and that, at the time of Refinancing, does not lead to a Refinancing Gain greater than zero;
- b. amendments, modifications, supplements or consents to Funding Agreements and Security Documents, excluding extensions and renewals, and the exercise by a Lender of rights, waivers, consents and similar actions in the ordinary course of day-to-day loan administration and supervision that do not individually or in the aggregate provide a financial benefit to Developer;
- c. any changes in taxation or Developer's accounting treatment or policies; and
- d. any of the following acts by a Lender of senior lien priority Project Debt:
  - i. the syndication of any of such Lender's rights and interests in the senior Funding Agreements;
  - ii. the grant by such Lender of any rights of participation, or the disposition by such Lender of any of its rights or interests, in respect of the senior Funding Agreements in favor of any other Lender of senior lien Project Debt or any other investor; or
  - iii. the grant by such Lender of any other form of benefit or interest in either the senior Funding Agreements or the revenues or assets of Developer, whether by way of security or otherwise, in favor of any other Lender of senior lien Project Debt or any investor;
- e. any amendment, variation, or supplement of any Financing Document in connection with the funding of the financing of Deferred Compensation pursuant to Section 15.5;
- f. a reset of an interest rate and/or mandatory tender pursuant to the express terms of any Financing Documents; or
- g. any sale of any equity interests in Developer by an Equity Member or securitization of the existing rights and/or interests attaching to any equity interests in Developer or any of its Equity Members, if any.

"Existing CDOT Right-of-Way" means that portion of CDOT's existing I-70 East corridor right-of-way identified in the Right-of-Way Exhibits in the Contract Drawings.

"Exit Zone" means the length of roadway between the Interior Zone and the exit Portal and which has variable illumination based upon the scene luminance exiting the Portal.

"Expiry Date" means the 30<sup>th</sup> anniversary of the Baseline Substantial Completion Date.

"Federal Law" means all Law of the Federal government of the United States of America.

"FEIS" has the meaning given to it in the Recitals.

"FEMA" means the Federal Emergency Management Agency.

“FHWA”	has the meaning given to it in the Recitals.
“FHWA 1273”	has the meaning given to it in <u>Section 2.5.1</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).
“Final Acceptance”	means the satisfaction of all Final Acceptance Conditions, as confirmed by the Enterprises’ issuance of the Final Acceptance Certificate.
“Final Acceptance Certificate”	has the meaning given to it in <u>Section 5(a)</u> of <u>Part 6</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
“Final Acceptance Conditions”	has the meaning given to it in <u>Section 1</u> of <u>Part 6</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
“Final Acceptance Date”	has the meaning given to it in <u>Section 5(a)</u> of <u>Part 6</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
“Final Acceptance Deadline Date”	means the date which is 120 Calendar Days after the Substantial Completion Date, as such deadline may be extended from time to time pursuant to: <ul style="list-style-type: none"> <li>a. <u>Section 15.3.1.e.iii.C</u>, as a result of the occurrence of a Supervening Event; or</li> <li>b. a Change documented in a Change Order.</li> </ul>
“Final Handback Inspection Report”	means the report prepared by Developer in accordance with <u>Section 3.12</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
“Final Payment Month”	means the final month that commences during the Operating Period.
“Final Warning Notice”	has the meaning given to it in <u>Section 22.2.2</u> .
“Financial Close”	has the meaning given to it in <u>Section 2.1(a)</u> of <u>Schedule 1</u> ( <i>Financial Close</i> ).
“Financial Close Base CPP”	has the meaning given to it in <u>Section 5(d)</u> of <u>Annex A</u> to <u>Schedule 1</u> ( <i>Financial Close</i> ).
“Financial Close Date”	means the date on which Financial Close occurs.
“Financial Close Deadline Date”	means [ ]. <sup>17</sup>
“Financial Close Security”	means: <ul style="list-style-type: none"> <li>a. one or more letters of credit in the aggregate amount of at least \$20,000,000, each issued by an Eligible Financial Institution and delivered by Developer pursuant to Section 7.3.1.f. of Part C of the ITP on or prior to the Agreement Date; and</li> <li>b. any replacement letter of credit delivered pursuant to <u>Section 1.2(b)</u> of <u>Schedule 1</u> (<i>Financial Close</i>) that is in the same form as any letter of credit previously delivered pursuant to Section 7.3.1.f. of Part C of the ITP or otherwise in such other form as the Enterprises may Approve.</li> </ul>

<sup>17</sup> To insert the last day of the Proposal Validity Period under the ITP.

<p><u>“Financial Close Termination Amount”</u></p>	<p>means:</p> <ul style="list-style-type: none"> <li>a. \$2,000,000;<sup>18</sup> <i>plus</i></li> <li>b. the lesser of:             <ul style="list-style-type: none"> <li>i. Developer’s reasonable and documented external costs incurred in connection with:                 <ul style="list-style-type: none"> <li>A. execution of this Agreement;</li> <li>B. the performance of any NTP1 Work; and</li> <li>C. its efforts to achieve Financial Close, after the issuance of the Notice of Award and through but not including the date of delivery of any notice of termination pursuant to <u>Schedule 1 (Financial Close)</u>; and</li> </ul> </li> <li>ii. \$500,000.</li> </ul> </li> </ul>
<p><u>“Financial Model”</u></p>	<p>means the updated Base Financial Model delivered by Developer pursuant to <u>Schedule 1 (Financial Close)</u>, as subsequently replaced from time to time pursuant to <u>Section 28.6</u> or <u>Section 29.2.3</u>.</p>
<p><u>“Financial Model Escrow Agreement”</u></p>	<p>means the Financial Model Escrow Agreement executed by the Parties and [ ] as Escrow Agent in substantially the form of <u>Schedule 23 (Form of Financial Model Escrow Agreement)</u> or any replacement agreement entered into by the Parties on or about the date hereof.</p>
<p><u>“Financing Agreements”</u></p>	<p>means:</p> <ul style="list-style-type: none"> <li>a. the documents listed in the Lenders Direct Agreement<sup>19</sup>, executed on or about the Financial Close Date;</li> <li>b. any other loan or credit agreement, trust indenture, hedging agreement, interest rate swap agreement or other agreement by, with or in favor of any Lender pertaining to Project Debt (including any Refinancing), other than Security Documents;</li> <li>c. any note, bond or other negotiable or non-negotiable instrument evidencing the indebtedness of Developer for Project Debt (including any Refinancing); and</li> <li>d. any amendment, supplement, variation or waiver of any of the foregoing agreements or instruments.</li> </ul>
<p><u>“Financing Documents”</u></p>	<p>means the Financing Agreements and the Security Documents.</p>
<p><u>“First Payment Month”</u></p>	<p>means the month referred to in paragraph <u>b.</u> of the definition of Payment Month in this <u>Part A of Annex A (Definitions and Abbreviations)</u>.</p>
<p><u>“Float”</u></p>	<p>means the amount of time that any given Activity or logically connected sequence of Activities shown on the Project Schedule may be delayed before it delays the occurrence of:</p> <ul style="list-style-type: none"> <li>a. the Milestone Completion Date for any Payment Milestone;</li> <li>b. the Substantial Completion Date; and/or</li> </ul>

<sup>18</sup> **Note to Proposers:** Note increase relative to Addendum No. 1.  
<sup>19</sup> These documents will evidence senior debt and TIFIA debt only.

- c. the Final Acceptance Date,

where such Float is identified as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every Activity shown on the Project Schedule.

“Force Majeure Event”

means the occurrence after the Agreement Date of:

- a. war, civil war, invasion or armed conflict;
- b. an act of terrorism or sabotage;
- c. nuclear, chemical or biological contamination, excluding such contamination:
  - i. which is comprised of Hazardous Substances or Endangered Species; or
  - ii. the source or cause of which is the result of any actions of, inaction by, or breach of contract or Law by, the Affected Party;
- d. any blockade or embargo; or
- e. any labor dispute, including a strike, lockout or slowdown, generally affecting the road construction industry in the Denver metropolitan area or a significant sector of it,

that directly prevents or delays either Party (the “Affected Party”) from performing all or a material part of its obligations under this Agreement.

“GAAP”

means Generally Accepted Accounting Principles in the US as in effect from time to time.

“General Purpose Lane”

means a non-tolled travel lane on the I-70 Mainline within the O&M Limits.

“General Requirements”

means the requirements set out in the column headed “General Requirement” in the Performance and Measurement Tables.

“Good Industry Practice”

means that degree of skill, care, prudence, foresight and practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced professional designer, engineer, constructor, maintainer or operator, as applicable, engaged in the same type of activity in North America as that of Developer, or any other Person to which such term relates, seeking to comply with all Law and the same type of obligations and responsibilities in North America as the obligations and responsibilities of Developer under this Agreement and/or the obligations and responsibilities of such Person under the same or similar circumstances.

“Governmental Approval”

means any approval, authorization, certification, consent, decision, exemption, filing, license, permit, agreement, concession, grant, franchise, registration or ruling issued, granted or required by or with any Governmental Authority (excluding, for certainty, any Public Utility or Railroad) for the performance of any of Developer’s obligations under this Agreement.

- “Governmental Authority” means any:
- a. Federal, State or local government, and any political subdivision of any of them; and
  - b. any interstate, governmental, quasi-governmental, judicial, public, regulatory or statutory instrumentality, administrative agency, authority, body or entity of, or formed by, any such government or subdivision thereof,
- in each case other than the Enterprises.
- “Grace Period” means, subject to Section 1.2(b)(i) of Part 6 of Schedule 6 (*Performance Mechanism*), for any Noncompliance Event, the “Grace Period” (if any) specified for such Noncompliance Event in Table 6A.1 or Table 6A.2, as applicable, which period shall commence on and from the Noncompliance Start Time of such Noncompliance Event and shall end at the same time of day as such Noncompliance Start Time on the day which is the number of days specified as the “Grace Period” for such Noncompliance Event after the day on which such Noncompliance Start Time occurs.
- “Guarantor” means any parent company guarantor of a Principal Subcontractor’s obligations under its Principal Subcontract.<sup>20</sup>
- “Handback Certificate” has the meaning given to it in Section 3.12.d of Schedule 12 (*Handback Requirements*).
- “Handback Deliverable” means any of the following:
- a. the Handback Schedule;
  - b. the Residual Life Methodology Report;
  - c. each Asset Condition Report;
  - d. the Initial Handback Inspection Report;
  - e. the initial calculation of the Handback Reserve Amount;
  - f. the Second Handback Inspection Report;
  - g. the second calculation of the Handback Reserve Amount;
  - h. the Third Handback Inspection Report;
  - i. the third calculation of the Handback Reserve Amount; and
  - j. the Final Handback Inspection Report.
- “Handback Inspections” means inspections carried out pursuant to Sections 3.7, 3.10 and 3.12.a of Schedule 12, in accordance with the requirements of Section 3.6 of Schedule 12 (*Handback Requirements*).
- “Handback Inspection Reports” means the Initial Handback Inspection Report, the Second Handback Inspection Report, the Third Handback Inspection Report, and the Final Handback Inspection Report.
- “Handback Letter of Credit” has the meaning given to it in Section 4.5.a of Schedule 12 (*Handback Requirements*).
- “Handback Period” means the period beginning on the date which is 34 months before the Expiry Date.

<sup>20</sup> Definition subject to revision based on the Preferred Proposer’s Proposal and contracting structure, as well as the prior identification of any Financially Responsible Parties under the terms of the RFQ and ITP.

<u>“Handback Renewal Elements Amount”</u>	has the meaning given to it in <u>Section 4.3.a</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Handback Requirements”</u>	means the requirements set out in <u>Section 1</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Handback Reserve Account”</u>	has the meaning given to it in <u>Section 4.1</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Handback Reserve Amount”</u>	means the sum of: <ul style="list-style-type: none"> <li>a. the Handback Renewal Elements Amount;</li> <li>b. the Handback Residual Elements Amount; and</li> <li>c. the estimated costs of performing any other Handback Work necessary to meet the Handback Requirements,</li> </ul> in each case as determined in accordance with <u>Sections 4.2</u> and <u>4.3</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Handback Reserve Proceeds”</u>	means the aggregate of: <ul style="list-style-type: none"> <li>a. all amounts paid to the Enterprises from the Handback Reserve Account pursuant to <u>Section 4.4.c.</u> of <u>Schedule 12</u>; <i>plus</i></li> <li>b. all amounts drawn by the Enterprises on any Handback Letter of Credit pursuant to <u>Section 4.5.b.</u> of <u>Schedule 12</u>,</li> </ul> in the case of each of <u>a.</u> and <u>b.</u> , on or following the occurrence of the Termination Date.
<u>“Handback Residual Elements Amount”</u>	has the meaning given to it in <u>Section 4.3.b</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Handback Schedule”</u>	means the schedule prepared by Developer in accordance with <u>Section 3.2</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Handback Work”</u>	has the meaning given to it in <u>Section 3.7.a.</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Handback Work Period”</u>	means the period beginning on the date which is 58 months before the Expiry Date.
<u>“Handback Work Schedule”</u>	has the meaning given to it in <u>Section 3.8.b.v.</u> of <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Hazardous Substances”</u>	means any of the following: <ul style="list-style-type: none"> <li>a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to Environmental Law;</li> <li>b. any substance, product, waste or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds or inorganic compounds for the protection of human health and safety and/or the Environment, as defined by any Environmental Law;</li> <li>c. any substance, product, waste or other material of any nature whatsoever which may give rise to liability pursuant to Environmental Law, as defined by any Environmental</li> </ul>

Law, or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a State or Federal court;

- d. petroleum or crude oil excluding *de minimis* amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles, and
- e. asbestos or asbestos-containing materials.

“High Occupancy Vehicle” means a vehicle occupied by more than two persons.

“Holiday” means any Calendar Day that is declared or considered to be a holiday pursuant to C.R.S. 24-11-101(1)-(2).

“HPTE” has the meaning given to it in the Preamble.

“I-70 East EIS” means all versions of the NEPA documentation for the Project, including all draft and supplemental draft environmental impact statements, the FEIS and the ROD.

“I-70 Mainline” means Interstate 70, including the Tolloed Express Lanes, General Purpose Lanes, auxiliary lanes, buffers, enforcement areas, shoulders, ramps up to the intersecting cross-roadway (including directional island and free-flow turn lane where present) and associated collector-distributor roads.

“Incident” means any event that impedes the normal flow of traffic.

“Incident Response Plan” has the meaning given to it in Section 9.4 of Schedule 11 (*Operations and Maintenance Requirements*).

“Incidental Utility Work” has the meaning given to it in the applicable URA.

“Increased Oversight Threshold” means the occurrence of any of the following:

- a. during the Construction Period, the cumulative number of Noncompliance Points accrued during:
  - i. any rolling 12 month period equals or exceeds 30; or
  - ii. any rolling 36 month period equals or exceeds 60; or
- b. during the Operating Period, the cumulative number of Noncompliance Points accrued during:
  - i. any rolling 12 month period equals or exceeds 40; or
  - ii. any rolling 36 month period equals or exceeds 80;

provided that, for certainty, any Noncompliance Point that is being disputed in good faith by Developer shall be disregarded for purposes of determining whether the Increased Oversight Threshold has been met or exceeded until such time as it has been agreed or determined that the relevant Noncompliance Point was validly assigned.

“Indemnified Party” has the meaning given to it in Section 24.2.

“Independent Assurance” means the reviews and tests described in Schedule 8 (*Project Administration*).

- “Independent Quality Control” means all those planned and systematic actions necessary for Developer to certify to the Department that all Work fully complies with the requirements of this Agreement and that all materials incorporated in the Work, all equipment used, and all elements of the Work will perform satisfactorily for the purpose(s) intended.
- “indexed” has the meaning given to it in Section 2.3.2.
- “Information” has the meaning given to it in Section 2.2.3.c.
- “Initial Handback Inspection Report” means the report prepared by Developer in accordance with Section 3.8 of Schedule 12 (Handback Requirements).
- “Initial Warning Notice” has the meaning given to it in Section 22.2.1.
- “Insolvency Event” means, in respect of any Person,
- a. any of:
    - i. the commencement of a voluntary case under Federal bankruptcy law;
    - ii. the filing of a petition seeking to take advantage of any other law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts;
    - iii. the application for or the consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign;
    - iv. the admission in writing of its inability to pay its debts as they become due;
    - v. the making of a general assignment for the benefit of creditors; or
    - vi. the taking of any corporate (or equivalent) action for the purpose of authorizing any of the foregoing; or
  - b. the commencement of a case or other proceeding against such Person in any court of competent jurisdiction seeking:
    - i. relief under Federal bankruptcy law or under any other law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts; or
    - ii. the appointment of a trustee, receiver, custodian, liquidator or the like for such Person or for all or any substantial part of their respective assets, domestic or foreign,
- and:
- A. the petition that commenced such case or proceeding is not contested by such Person within the amount of time provided under Law; or
  - B. either: (I) such case or proceeding continues without dismissal or stay for a period of 60 Calendar Days; or (II) an order

granting the relief requested in such case or proceeding (including, but not limited to, an order for relief under such Federal bankruptcy law) is entered and not appealed to the extent that the order for relief is stayed.

“Insolvent” means the condition of a Person in respect of whom an Insolvency Event has occurred.

“Inspection” means the organized examination or formal evaluation of Work, including manufacturing, design, and maintenance practices, processes, and products, document control and shop drawing review, to ensure that the practices, processes, and products comply with the quality requirements contained in this Agreement.

“Inspecting Parties” has the meaning given to it in Section 19.1.3.a and “Inspecting Party” means any one of them.

“Insurance Broker” means Developer’s insurance broker, provided that such broker shall at all times be a reputable international insurance broker of good standing.

“Insurance Cost Decrease” means, if the Insurance Cost Differential is less than \$0, the amount thereof multiplied by minus one.

“Insurance Cost Differential” means, subject to the procedure set out in Section 25.7, the amount determined as follows:

$$\text{“Insurance Cost Differential”} = (\text{ABIC} - \text{BBIC}) - (\text{PIC}),$$

where:

“ABIC” is the Actual Benchmarked Insurance Cost;

“BBIC” is the Base Benchmarked Insurance Cost; and

“PIC” is any Project Insurance Change (which, for certainty, can be less than \$0).

“Insurance Cost Increase” means, if the Insurance Cost Differential is greater than \$0, the amount thereof.

“Insurance Policies” has the meaning given to it in Section 25.1.1.

“Insurance Renewal Date” means the first anniversary of the Benchmarked Insurance Inception Date and, thereafter, each date falling on the anniversary of the prior Insurance Renewal Date.

“Insurance Review Period” means:

- a. the two year period commencing on the Benchmarked Insurance Inception Date and ending on the Calendar Day immediately prior to the second Insurance Renewal Date; and
- b. each subsequent two year period commencing on each even-numbered anniversary of the Benchmarked Insurance Inception Date and ending on the Calendar Day immediately prior to the second anniversary of the first day of such two year period,

in the case of either a. or b., except where the end of such period lies beyond the last Calendar Day of the Term, in which case the relevant

Insurance Review Period shall end on the last Calendar Day of the Term.

- “Insurance Term” means a provision that must be included in one or more of the Insurance Policies in order for Developer to comply with Section 25.1.1.
- “Intellectual Property” means all current and future legal and/or equitable rights and interests in or to know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and internet domain names, inventions, solutions embodied in technology and other intellectual activity and applications of or for any of the foregoing subsisting in or relating to the Project or Project design data including:
- a. algorithms, software, source code and source code documentation used in connection with the Project; and
  - b. the Financial Model (including (i) formulas and (ii) data (such data including all back-up information in any media or format (digital or otherwise) regarding the basis for Developer’s assumptions, estimates, projections and calculations contained in or derived from the Financial Model)).
- “Intellectual Property Escrow” has the meaning given to it in Section 52.3.2.
- “Intellectual Property Escrow Agent” has the meaning given to it in Section 52.3.2.
- “Intelligent Transportation Systems” or “ITS” means the information and communication technologies used to inform roadway users, collect data and collect tolls.
- “Interior Zone” means the length of roadway between the Transition Zone and the Exit Zone and which has constant illumination.
- “Internal Revenue Code” means the Internal Revenue Code of 1986, and the Regulations promulgated by the U.S. Department of Treasury.
- “ITP” has the meaning given to it in the Recitals.
- “Joint Insurance Cost Report” has the meaning given to it in Section 25.7.2.
- “Key Financial Event” means any of the following:
- a. the Preferred Proposer:
    - i. assumed a TIFIA Financing in its Base Financial Model and a TIFIA Event occurs; and/or
    - ii. assumed a Bond Financing using PABs in its Base Financial Model and a PABs Event occurs; or
  - b. on any Calendar Day in any applicable Protection Period the cumulative effect of fluctuations in applicable Benchmark Interest Rates, together with any changes in credit spreads applicable to a Bond Financing (excluding any private placement that is not also an offering under Rule 144A and Regulation S of the Securities Act of 1933) relative to the Baseline Credit Spreads, during the applicable Protection Period would result in an increase to the Base CPP in an

amount that would result in an upward adjustment to the Base MPP of more than 10% as determined pursuant to Annex A to Schedule 1 (Financial Close) assuming, for such purposes, that such adjustment were to be made on such day; or

- c. in the reasonable opinion of the Enterprises, any of the foregoing events referred to in paragraphs a. and b. of this definition is likely to occur (in the case of paragraph b.), on the anticipated Financial Close Date.

“Key Milestone” means each of the dates for issuance of NTP1, NTP2 and NTP3, each of the Milestone Completion Target Dates, the Baseline Substantial Completion Date, the Final Acceptance Date and each of the dates for key Deliverables required to be submitted pursuant to any provision of this Agreement, including the Technical Requirements.

“Key Personnel” means the individuals identified in Schedule 27 (Key Personnel) to fill the various job positions set out in that Schedule, and any replacement personnel Accepted pursuant to Section 16.1.

“Key Ratios” means [ ].<sup>21</sup>

“Known or Knowable” means any risk, information, matter or thing that on or prior to the Setting Date was:

- a. identified, described or contemplated in the Project Information, the I-70 East EIS or any Department Provided Approval;
- b. otherwise disclosed to or known by the Preferred Proposer or a Developer-Related Entity; or
- c. Reasonably Identifiable.

“Laboratory” means the testing laboratory of Developer, CDOT or any other certified testing laboratory.

“Law” means:

- a. any:
  - i. any statute, law (including common law), code, regulation, ordinance or rule;
  - ii. any binding judgment, judicial or administrative order or decree (other than one rendered pursuant to the Dispute Resolution Procedure);
  - iii. any written directive, guideline, policy requirement, methodology or other governmental restriction or requirement (including those resulting from an initiative or referendum process, but excluding those by the Enterprises within the scope of their administration of this Agreement); and
  - iv. any similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Authority,

in each case that is applicable to or has an impact on the

<sup>21</sup> To be completed based on relevant ratios in the Financing Documents.

Project or the Work (where such applicability or impact shall be determined by reference to the context in which the term Law is used)), whether taking effect before or after the Agreement Date, including Environmental Laws, but excluding Governmental Approvals; and

- b. any Public Safety Order.

“Lender” means any Person that provides Project Debt, together with their respective successors, assigns, participating parties, trustees and agents, including the Collateral Agent.

“Lenders Direct Agreement” means the agreement in substantially the form attached in Schedule 19 (Forms of Direct Agreement) by and among the Enterprises, Developer, and the Lender (or if there is more than one Lender, the Collateral Agent on behalf of the Lenders).

“Lenders’ Liabilities” means, as of the Termination Date, the aggregate of (without double-counting):

- a. all:
  - i. principal;
  - ii. capitalized interest, accrued interest and default interest (but, with respect to default interest, only to the extent that it arose as a result of the Enterprises making any payment later than the date that it was due under this Agreement);
  - iii. customary and reasonable lender, agent and trustee fees, costs and expenses; and
  - iv. lease financing obligations,
- b. any Breakage Costs payable by Developer that arise as a result of the early termination of this Agreement on the Termination Date; *plus*
- c. any Breakage Costs payable or credited to Developer that arise as a result of the early termination of this Agreement on the Termination Date,

provided that, in the event that any interest rate or inflation rate hedging agreement or other derivative facility in effect on the Termination Date is not terminated until the date of payment by the Enterprises of the undisputed portion of the Termination Amount, any net payments or net receipts under such agreements in the period from the Termination Date to and including such date of payment shall be taken into account in the calculation of the Lenders’ Liabilities.

“Level of Service” means, in relation to the O&M Work, the level of service as described in CDOT’s Maintenance Level of Service Manual.

“Local Agency” means any local Governmental Authority other than the State or an agency thereof.

- “Local Agency Roadway” means roadways (whether owned by a Local Agency or CDOT) excluding CDOT Roadways and the I-70 Mainline.
- “Local Hiring Goal” has the meaning given to it in Section 6.3.1.b of Schedule 15 (*Federal and State Requirements*).
- “Long Term Project Debt” means the aggregate amount of Project Debt that by its terms or pursuant to the Financial Model:
- a. is scheduled to remain outstanding after the Substantial Completion Date; and
  - b. not scheduled to be repaid with a Milestone Payment or the Substantial Completion Payment.
- “Longstop Date” means the date that is 18 months after the Baseline Substantial Completion Date (for certainty, as the Baseline Substantial Completion Date may be extended from time to time) as such Longstop Date may be extended from time to time pursuant to:
- a. Section 15.3.1.e.iii.B, as a result of the occurrence of a Supervening Event; or
  - b. a Change documented in a Change Order.
- “Loss” or “Losses” means any loss, damage, cost, expense, charge, fee, injury, liability, obligation, judgment, penalty or fine, in each case including attorneys’, accountants’ and expert witnesses’ fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision of this Agreement).
- “Lowered Section” means the segment of the I-70 Mainline between Brighton Boulevard and Dahlia Street where the proposed vertical profile is modified below existing ground.
- “Maintenance Employee” means any person employed by Developer or any Subcontractor in connection with the performance of the O&M Work who works directly on the maintenance of highways or roadways, excluding any person who is employed by a Subcontractor and who regularly works on the maintenance of highways or roadways other than those that are included in the Project.
- “Maintenance Management Information System” means the system required to be established and maintained by Developer in accordance with of Section 7 of Schedule 11 (*Operations and Maintenance Requirements*).
- “Maintenance Management Plan (MMP)” means the plan referred to in Section 5 of Schedule 11 (*Operations and Maintenance Requirements*) that sets out how Developer will comply with its maintenance obligations under this Agreement (as updated in accordance with Schedule 11 (*Operations and Maintenance Requirements*)).

“Maintenance Rectification Costs”

means:

- a. all Losses that the Enterprises determine they are reasonably likely to incur as a direct result of the termination of this Agreement after the Substantial Completion Date, including (without double-counting):
  - i. those costs (internal and external) that the Enterprises reasonably and properly project that they (and/or CDOT) will incur in carrying out any process to request bids from any parties interested in entering into one or more contracts with the Enterprises (and/or CDOT) to conduct all remaining Work, including all costs related to the preparation of bid documentation, evaluation of bids and negotiation and execution of relevant contracts; plus
  - ii. those costs (internal and external) that the Enterprises reasonably and properly project that they (and/or CDOT) will incur in relation to:
    - A. remediation or, if remediation is not possible or would cost more than renewal, renewal of any defective Work performed by Developer; and
    - B. rectification or cure of any breach of this Agreement by Developer; *plus*
  - iii. those costs (internal and external) that the Enterprises reasonably and properly project they will incur through the remainder of the Term in order to perform the Work in accordance with the terms of this Agreement, but only to the extent such projected costs exceed the costs assumed in the Financial Model if the Work had been performed by Developer; *minus*
- b. Handback Reserve Proceeds.

“Maintenance Yard”

means the maintenance yard located within the southeast quadrant of the interchange at Havana Street and within the Existing CDOT Right-of-Way.<sup>22</sup>

“Managed Lanes”

has the same meaning as Tolloed Express Lanes.

“Measurement Criteria”

means, in respect of an Element, the measurement criteria applicable to such Element specified in the “Measurement Criteria” column in the Performance and Measurement Tables (as updated in accordance with Schedule 11 (Operations and Maintenance Requirements)).

“Microwave Vehicle Radar Detection”

means a side fire radar used to collect point data of volume, occupancy, speed and classification on each lane of travel.

“Mile High Courtesy Patrol”

is the courtesy patrol program operated by CDOT.

“Milestone 1”

means the Construction Work between Sand Creek Bridge and Chambers Road (Station 2192+00 to 2448+00) comprising the addition of one Tolloed Express Lane in each direction within the limits.

<sup>22</sup> References to the Maintenance Yard will only be included if the Preferred Proposer elects to use the Maintenance Yard.

<u>“Milestone 2”</u>	means the Construction Work between Dahlia Street and Sand Creek Bridge (Station 2105+00 to 2192+00) comprising the addition of one Tolloed Express Lane in each direction within the limits.
<u>“Milestone 3”</u>	means the Construction Work between Brighton Blvd and Dahlia Street (Station 2000+00 to 2105+00) comprising westbound I-70 and 46th Avenue/Stapleton Drive (north of I-70), and the UPRR Crossing.
<u>“Milestone 4”</u>	means the Construction Work between Brighton Blvd and Dahlia Street (Station 2000+00 to 2105+00) comprising eastbound I-70 and 46th Avenue/Stapleton Drive (south of I-70).
<u>“Milestone Completion”</u>	means the satisfaction of all Milestone Completion Conditions, as confirmed by the Enterprises’ issuance of the Milestone Completion Certificate.
<u>“Milestone Completion Certificate”</u>	has the meaning given to it in <u>Section 5(a)</u> of <u>Part 4</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>“Milestone Completion Conditions”</u>	has the meaning given to it in <u>Section 1</u> of <u>Part 4</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>“Milestone Completion Date”</u>	has the meaning given to it in <u>Section 5(a)</u> of <u>Part 4</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>“Milestone Completion Punch List”</u>	has the meaning given to it in <u>Section 2(a)</u> of <u>Part 7</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>“Milestone Completion Punch List Items”</u>	has the meaning given to it in <u>Section 2(a)</u> of <u>Part 7</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>“Milestone Completion Target Date”</u>	means each of: <sup>23</sup> <ol style="list-style-type: none"> <li>a. for Milestone 1, [ ];</li> <li>b. for Milestone 2, [ ];</li> <li>c. for Milestone 3, [ ]; and</li> <li>d. for Milestone 4, [ ].</li> </ol>
<u>“Milestone Delay Period”</u>	has the meaning given to it in <u>Section 15.3.1.e.ii</u> .
<u>“Milestone Payment”</u>	has the meaning given to it in <u>Section 1</u> of <u>Schedule 5</u> ( <i>Milestone Payments</i> ).
<u>“Milestone Payment Delay Cost”</u>	means, in respect of any Delay Period that relates to the delay in achievement of any Milestone Completion, the aggregate of all amounts (excluding default interest) of interest that will accrue under the Financing Documents during such period with respect to the Project Debt scheduled (as determined by reference to the Financial Model) to have been repaid by the Milestone Payment (or a portion thereof) following Milestone Completion of the relevant Payment Milestone.
<u>“Milestone Payment Request Due Date”</u>	has the meaning given to it in <u>Section 2</u> of <u>Schedule 5</u> ( <i>Milestone Payments</i> ).
<u>“Milestone Payment Request”</u>	has the meaning given to it in <u>Section 2</u> of <u>Schedule 5</u> ( <i>Milestone Payments</i> ).
<u>“month”</u>	means a month as determined by reference to the time and date in Denver, Colorado.

<sup>23</sup> Insert Milestone Completion Target Dates from Form D-3 (Financing Plan Dates) of Preferred Proposer’s Financial Proposal.

<u>“Monthly Construction Closure Deduction”</u>	means, for any month, an amount equal to the sum of the Construction Closure Deductions that accrued during such month, calculated in accordance with <u>Section 3</u> of <u>Part 1</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).
<u>“Monthly Deductions Report”</u>	means a report submitted by Developer to the Enterprises pursuant to <u>Section 2.1</u> of <u>Part 1</u> of <u>Schedule 4</u> ( <i>Payments</i> ), <u>Section 3.1</u> of <u>Part 2</u> of <u>Schedule 4</u> ( <i>Payments</i> ) or <u>Section 4(b)(ii)</u> of <u>Schedule 5</u> ( <i>Milestone Payments</i> ).
<u>“Monthly Noncompliance Deduction”</u>	means, for any month, an amount equal to the sum of the deductions that accrued during such month in respect of Noncompliance Events, calculated in accordance with, as applicable, <u>Section 2</u> of <u>Part 1</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ) or <u>Section 2</u> of <u>Part 3</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).
<u>“Monthly O&amp;M Report”</u>	has the meaning given to it in <u>Section 13.1</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).
<u>“Monthly Operating Period Closure Deduction”</u>	means, for any month, an amount equal to the sum of the Operating Period Closure Deductions that accrued during such month, calculated in accordance with <u>Section 3</u> of <u>Part 3</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).
<u>“Monthly Performance Deduction”</u>	means, for any month, an amount equal to the aggregate of the Monthly Noncompliance Deduction and the Monthly Operating Period Closure Deduction, in each case, for such month.
<u>“Monthly Progress Schedule”</u>	means the monthly updated program schedule submitted pursuant to <u>Section 3.3.5</u> of <u>Schedule 8</u> ( <i>Project Administration</i> ).
<u>“MOT Task Force”</u>	means a team established by Developer pursuant to <u>Section 2.2.6</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ) to assume proper coordination with Governmental Authorities affected by the Work, in relation to maintenance of traffic.
<u>“MOT Variance”</u>	means a variance to the requirements applicable to Closures, detours and any other restrictions set out in <u>Section 2</u> ( <i>Maintenance of Traffic</i> ) of <u>Schedule 10</u> , as Approved by the Department or approved by the relevant Local Agency, as applicable, in accordance with <u>Section 2.3</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>“NEPA”</u>	has the meaning given to it in the Recitals.
<u>“New Environmental Approvals”</u>	means any of the following: <ol style="list-style-type: none"><li>a new Environmental Approval; and</li><li>a modification, renewal or extension of an existing Environmental Approval.</li></ol>
<u>“No Better and No Worse”</u>	shall be interpreted pursuant to <u>Section 28.2</u> .
<u>“No Conflict Form”</u>	means a form set out in <u>Appendix A</u> to <u>Section 4</u> of <u>Schedule 10</u> .
<u>“Noncompliance and Closure Database”</u>	means the database described in <u>Section 2</u> of <u>Part 6</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).

“Noncompliance Cure Period”

means:

- a. for any Noncompliance Event for which the Cure Period is specified in days, each continuous period of “x” days commencing from and including:
  - i. if such Noncompliance Event does not have a Grace Period, the Noncompliance Start Time of such Noncompliance Event; or
  - ii. if such Noncompliance Event has a Grace Period, the expiry of such Grace Period,

in each case, to and excluding the Noncompliance Rectification Time of such Noncompliance Event, where “x” equals the number of days specified as the Cure Period for such Noncompliance Event; and
- b. for any Noncompliance Event for which the Cure Period is specified in hours or months, each continuous period of “x” hours or months, respectively, commencing from and including the Noncompliance Start Time of such Noncompliance Event to and excluding the Noncompliance Rectification Time of such Noncompliance Event, where “x” equals the number of hours or months, as applicable, specified as the Cure Period for such Noncompliance Event.

“Noncompliance Default Event”

means the occurrence of any of the following:

- a. during the Construction Period, the cumulative number of Noncompliance Points accrued during:
  - i. any rolling 12 month period equals or exceeds 45; or
  - ii. any rolling 36 month period equals or exceeds 90; or
- b. during the Operating Period, the cumulative number of Noncompliance Points accrued during:
  - i. any rolling 12 month period equals or exceeds 60; or
  - ii. any rolling 36 month period equals or exceeds 120;

provided that, for certainty, any Noncompliance Point that is being disputed in good faith by Developer shall be disregarded for purposes of determining whether the Noncompliance Default Event has occurred until such time as it has been agreed or determined that the relevant Noncompliance Point was validly assigned.

“Noncompliance Event”

means any failure:

- a. set out in Table 6A.1 which occurs during the Construction Period; and
- b. set out in Table 6A.2 which occurs during the Operating Period.

- “Noncompliance Points” means the points accrued by Developer in respect of the occurrence of Noncompliance Events in accordance with Part 4 of Schedule 6 (*Performance Mechanism*).
- “Noncompliance Rectification Time” means, in respect of any Noncompliance Event which has a Cure Period, the date and time that the Noncompliance Event is fully cured.
- “Noncompliance Start Time” means, for any Noncompliance Event, whether or not such Noncompliance Event has a Cure Period, the date and time that the Noncompliance Event occurs, provided that, for certainty, for any Noncompliance Event that is a failure to remedy a Category 1 Defect or a Category 2 Defect within the Defect Remedy Period, the Noncompliance Start Time shall be the date and time that the applicable Defect Remedy Period expires.
- “Nonconforming Work” means Work performed by Developer that does not meet the requirements of this Agreement.
- “Nonconforming Work Change” has the meaning given to it in Section 2.1.b.ii of Schedule 24 (*Change Procedure*).
- “Nonconforming Work Remedy” means action taken by Developer to ensure that any Nonconforming Work meets the requirements of this Agreement.
- “Non-Permitted Closures” means:
- a. during the Construction Period, any Non-Permitted Construction Closure; or
  - b. during the Operating Period, any Non-Permitted Operating Period Closure.
- “Non-Permitted Construction Closure” means any Closure that occurs during the Construction Period:
- a. that:
    - i. results in any breach of, or is not permitted by, any of Sections 2.5.3, 2.6, 2.7, 2.9, 2.11.5, 2.11.6, 2.11.9, 2.11.10, 2.11.11 or 2.11.12 of Schedule 10 (*Design and Construction Requirements*), unless such Closure has been Approved by the Department or approved by the relevant Local Agency, as applicable, as a MOT Variance; and
    - ii. is not an Excused Closure; or
  - b. is deemed to be a Non-Permitted Construction Closure pursuant to Section 2.11.14.c of Schedule 10 (*Design and Construction Requirements*),
- provided that, if any Closure that occurs during the Construction Period is not a Non-Permitted Construction Closure when it starts, but during such Closure circumstances commence to apply that would have resulted in such Closure being a Non-Permitted Construction Closure if such circumstances had applied to such Closure when it started, then the portion of such Closure that continues while such circumstances apply shall be deemed to be a Non-Permitted Construction Closure (and such deemed Non-Permitted Construction Closure shall be deemed to start when such circumstances commence to apply and to end when they cease to apply).
- “Non-Permitted Operating Period Closure” means a Closure that occurs during the Operating Period in an O&M Segment:

- a. that:
  - i. is not a Permitted Operating Period Closure; and
  - ii. is not an Excused Closure; or
- b. is deemed to be a Non-Permitted Operating Period Closure pursuant to Section 2.11.14.d of Schedule 10 (*Design and Construction Requirements*),

provided that, if any Closure that occurs during the Operating Period is not a Non-Permitted Operating Period Closure when it starts, but during such Closure circumstances commence to apply that would have resulted in such Closure being a Non-Permitted Operating Period Closure if such circumstances had applied to such Closure when it started, then the portion of such Closure that continues while such circumstances apply shall be deemed to be a Non-Permitted Operating Period Closure (and such deemed Non-Permitted Operating Period Closure shall be deemed to start when such circumstances commence to apply and to end when they cease to apply).

- “notice” (or “Notice”) has the meaning given to it in Section 49.1.1.
- “Notice of Award” means the notice issued on [date] by the Enterprises notifying the Preferred Proposer of its selection as the Preferred Proposer.
- “Notice of Possession” means a notice delivered by the Enterprises to Developer specifying the Calendar Day (the “Possession Date”) on which the Enterprises shall deliver to Developer Possession of one or more ROW Parcels or Additional ROW Parcels identified in such notice.
- “Notifiable Refinancing” means any Refinancing that is not a Qualifying Refinancing.
- “NTP1” has the meaning given to it in Section 4 of Part 1 of Schedule 3 (*Commencement and Completion Mechanics*).
- “NTP1 Conditions” has the meaning given to it in Section 1 of Part 1 of Schedule 3 (*Commencement and Completion Mechanics*).
- “NTP1 Work” means:
  - a. the design Work;
  - b. testing and Right-of-Way investigation Work that is authorized by CDOT right of entry permits obtained by Developer prior to the issuance of NTP1; and
  - c. Work necessary to develop the Deliverables required to be submitted by Developer to satisfy the NPT1 Conditions.
- “NTP2” means the notice that constitutes “NTP2” in accordance with Sections 4(a) and 5 of Part 2 of Schedule 3 (*Commencement and Completion Mechanics*).
- “NTP2 Conditions” has the meaning given to it in Section 1 of Part 2 of Schedule 3 (*Commencement and Completion Mechanics*).
- “NTP3” has the meaning given to it in Section 3 of Part 3 of Schedule 3 (*Commencement and Completion Mechanics*).
- “NTP3 Conditions” has the meaning given to it in Section 1 of Part 3 of Schedule 3 (*Commencement and Completion Mechanics*).
- “Offsite Outfall System” means the drainage system to be constructed pursuant to Section 8.4.9.a of Schedule 10 (*Design and Construction Requirements*) conveying flows

generated from outside the Site and capturing the flow preventing it from draining into the Lowered Section, that will be located to the south of I-70 Mainline and consists of ponds and large Storm Drains, routed through Globeville Park and discharge into the South Platte River.

- “Onsite Outfall System” means the drainage system to be constructed pursuant to Section 8.4.9.b of Schedule 10 (*Design and Construction Requirements*) conveying flows generated from the onsite roadway area located within the Lowered Section to the north, with a discharge into the South Platte River.
- “O&M Contract” means the contract for the performance of the O&M Work [including / excluding]<sup>24</sup> the O&M Work During Construction entered into between Developer and the O&M Contractor in compliance with Section 17, provided that, if and to the extent of any self-performance of the O&M Work by Developer, references to such term shall be construed either as references to this Agreement, or as inapplicable, as the context may require.<sup>25</sup>
- “O&M Contractor” means the Subcontractor engaged by Developer under the O&M Contract, provided that, if and to the extent of any self-performance of the O&M Work by Developer, references to such term shall be construed either as references to Developer, or as inapplicable, as the context may require.
- “O&M Defect” means:
- a. any Defect in an Element or any part of an Element;
  - b. any failure of an Element or any part of an Element to comply with the applicable General Requirement or any other requirement set out in this Agreement; and
  - c. any failure of an Element or any part of an Element to meet or exceed the Target for the applicable Measurement Criteria.
- “O&M Limits” means:
- a. prior to (and including) the Substantial Completion Date, the O&M Limits during Construction; and
  - b. after the Substantial Completion Date, the O&M Limits After Construction.
- “O&M Limits After Construction” means the limits specified in the drawings referred to in Section 3.1 of Schedule 11 (*Operations and Maintenance Requirements*), as Accepted by the Department (as updated in accordance with Schedule 11 (*Operations and Maintenance Requirements*)).
- “O&M Limits During Construction” means the limits specified in the drawings referred to in Section 2.1 of Schedule 11 (*Operations and Maintenance Requirements*), as Accepted by the Department (as updated in accordance with Schedule 11 (*Operations and Maintenance Requirements*)).
- “O&M Limits Reference Drawings” means the drawings provided as Reference Documents and listed in document number 29.11.01 of Schedule 29 (*Reference Documents*).
- “O&M Period During Construction” means the period commencing on the date of issuance of NTP2 and ending on (and including) the Substantial Completion Date (or, if earlier, the

<sup>24</sup> To be amended to reflect contractual structure of Preferred Proposer.

<sup>25</sup> This defined term assumes that there will be a single such contract. This definition, and related provisions (including the definition of O&M Contractor), will be adjusted at the Enterprises' reasonable discretion to reflect any Proposal that proposes a different (but otherwise permissible or Enterprise approved) contracting arrangement.

Termination Date).

“O&M Quality Management Plan” means the plan described in Section 5.4 of Schedule 11 (*Operations and Maintenance Requirements*) (as updated in accordance with Schedule 11 (*Operations and Maintenance Requirements*)).

“O&M Safety Plan” means the plan described in Section 5.3 of Schedule 11 (*Operations and Maintenance Requirements*), (as updated in accordance with Schedule 11 (*Operations and Maintenance Requirements*)).

“O&M Segment” means any one of the following segments of the Project along I-70 Mainline:

<u>O&amp;M Segment</u>	<u>Start</u>	<u>End</u>
1	274.000 (I-25 Interchange)	276.572 (Colorado Blvd)
2	276.572 (Colorado Blvd.)	278.548 (Quebec St.)
3	278.548 (Quebec St.)	282.563 (I-225)
4	282.563 (I-225)	285.727 (Tower Road)

“O&M Standards” means:

- a. any standards and specifications expressly referenced in this Agreement (including in Section 1.1.5 of Schedule 11 (*Operations and Maintenance Requirements*)) as applicable to the O&M Work (excluding, for certainty, any Laws, Governmental Approvals or Permits); and
- b. any standards and specifications that apply to the O&M Work (excluding, for certainty, any Laws, Governmental Approvals or Permits), including as a result of Developer’s methods of performing the O&M Work,

in each case in the form published or otherwise in effect as of the Setting Date (subject to change, addition or replacement pursuant to Section 8.6).

“O&M Work” means any and all operations, management, administration, maintenance, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal and replacement work and activities, including Routine Maintenance, Renewal Work and Work undertaken pursuant to the Handback Requirements, in each case required to be carried out by Developer to comply with all requirements set out in Schedule 11 (*Operations and Maintenance Requirements*) and any other provisions of this Agreement applicable to the performance of the O&M Work during the Construction Period or the Operating Period, as applicable, provided that, for certainty, O&M Work shall not include any item of work that falls within the definition of Department-Retained O&M Work in this Annex A of Part A (*Definitions and Abbreviations*).

“O&M Work After Construction” means any and all O&M Work required to be performed by Developer during the Operating Period pursuant to Section 3 and other provisions of Schedule 11 (*Operations and Maintenance Requirements*).

“O&M Work During Construction” means any and all O&M Work required to be performed by Developer during the O&M Period During Construction pursuant to Section 2 and other provisions of Schedule 11 (*Operations and Maintenance Requirements*).

“OP Deduction Month” has the meaning given to it in Section 3.2 of Part 2 of Schedule 4 (*Payments*).

<u>“Operating Period”</u>	means the period that begins on the Calendar Day after the Substantial Completion Date and ends on the earlier of the Expiry Date and the Termination Date.
<u>“Operating Period Closure Deduction”</u>	means, in respect of each full or partial Closure Deduction Period that commences in respect of any Non-Permitted Operating Period Closure: <ul style="list-style-type: none"> <li>a. if such Closure Deduction Period commences on a Calendar Day that is not during a Weekend and is not a Holiday, the amount set out in the Operating Period Closure Deductions Table for the type of Closure that caused such Non-Permitted Operating Period Closure;</li> <li>b. if such Closure Deduction Period commences on a Calendar Day that is during a Weekend, 50% of the amount set out in the Operating Period Closure Deductions Table for the type of Closure that caused such Non-Permitted Operating Period Closure; or</li> <li>c. if such Closure Deduction Period commences on a Calendar Day that is a Holiday, 150% of the amount set out in the Operating Period Closure Deductions Table for the type of Closure that caused such Non-Permitted Operating Period Closure,</li> </ul> <p>subject, in the case of <u>a.</u>, <u>b.</u> and <u>c.</u>, to the provisions of <u>Section 2</u> of <u>Part 5</u> of <u>Schedule 6</u> (<i>Performance Mechanism</i>).</p>
<u>“Operating Period Closure Deductions Table”</u>	means the table set out in <u>Section 3.2</u> of <u>Part 3</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ) (subject to amendment pursuant to <u>Section 3.3</u> of <u>Part 3</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> )).
<u>“Operating Period Small Business Goals”</u>	has the meaning given to it in <u>Section 6.2.2.a</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).
<u>“Operations Management Plan (OMP)”</u>	means the plan referred to in <u>Section 9</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ) that sets out how Developer will comply with its operations obligations under this Agreement (as updated in accordance with <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> )).
<u>“Organizational Conflict of Interest”</u>	means an organizational conflict of interest as described in 2 C.C.R. 601-15 Sec. 7 or as defined under 23 CFR § 636.116, where for purposes of 23 CFR § 636.116: <ul style="list-style-type: none"> <li>a. the “person” referred to in that definition was a Core Proposer Team Member or a contractor, subcontractor, advisor, consultant or subconsultant to the Preferred Proposer or any Core Proposer Team Member; and</li> <li>b. the “owner” referred to in that definition is each Enterprise and CDOT.</li> </ul>
<u>“Other Department Project”</u>	means any Related Transportation Facility that is: <ul style="list-style-type: none"> <li>a. constructed and operated and/or maintained by or on behalf of the Enterprises and/or CDOT (other than by Developer to the extent such project is not a Developer Retained Expansion) during the Term; and</li> <li>b. not otherwise incorporated in the Project under the terms of this Agreement.</li> </ul>

<u>“Other Department Project Procurement Material”</u>	means any design brief, specification, information memorandum, request for qualification, request for proposal, contract or other documentation issued or otherwise made available by the Enterprises and/or CDOT in connection with the tender or procurement of any Other Department Project.
<u>“PABs”</u>	means bonds, notes or other evidence of indebtedness issued by the PABs Issuer in the form of “private activity bonds” that are also “exempt facility bonds” under the Internal Revenue Code, where such issuance is made pursuant to the provisions of Internal Revenue Code <u>Sections 142(a)(15)</u> and <u>(m)</u> .
<u>“PABs Event”</u>	means, at any time after the issuance of the Notice of Award, either: <ul style="list-style-type: none"> <li>a. the relevant allocation of PABs is rescinded or reduced by US DOT with the effect that the PABs allocation shall not be available to Developer to the extent assumed in its Base Financial Model; or</li> <li>b. the PABS Issuer unreasonably (i) delays issuance of, or (ii) refuses to issue, the PABs in the amount that Developer’s underwriters are otherwise prepared to underwrite, provided that Developer’s time schedule for the issuance of the PABs includes normal and customary time periods for the PABs Issuer to issue the PABs as a conduit issuer,</li> </ul> <p style="margin-left: 40px;">provided that neither of the events referred to in paragraphs <u>a.</u> and <u>b.</u> of this definition shall be deemed to be a PABs Event if such event arises as a result of any breach of Law, Governmental Approval or this Agreement, fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of the Preferred Proposer or any Developer-Related Entity.</p>
<u>“PABs Issuer”</u>	means BE acting solely in the capacity of a conduit issuer of PABs under the authority of Law.
<u>“Parties”</u>	means, collectively, the Enterprises and Developer, and “ <u>Party</u> ” means either the Enterprises (taken together) or Developer.
<u>“Payment Milestone”</u>	means any of Milestone 1, Milestone 2, Milestone 3 or Milestone 4.
<u>“Payment Month”</u>	means: <ul style="list-style-type: none"> <li>a. each month that commences during the Operating Period; and</li> <li>b. the month during which the Substantial Completion Date occurs.</li> </ul>
<u>“Payment Request”</u>	means a payment request submitted by Developer to the Enterprises pursuant to <u>Section 2.1</u> or <u>2.2</u> of <u>Part 2</u> of <u>Schedule 4</u> ( <i>Payments</i> ).
<u>“Performance and Measurement Tables”</u>	means the performance and measurement tables set out in <u>Appendix A-1</u> and <u>Appendix A-2</u> to <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ) for, respectively, the O&M Period During Construction and the Operating Period (as the same may be updated from time to time in accordance with <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> )).
<u>“Performance Payment”</u>	means any monthly payment payable by the Enterprises pursuant to <u>Section 1</u> of <u>Part 2</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).

<u>“Performance Requirements”</u>	means the requirements set out in the column headed “Performance Requirements” in the Performance and Measurement Tables.
<u>“Permission to Enter Property Form”</u>	means CDOT Form 730 “Permission to Enter Property”.
<u>“Permit Area”</u>	means, any area adjacent to any ROW Parcel or any Additional ROW Parcel for which access and/or use is required to be procured by Developer pursuant to a Permit in order to perform the Work.
<u>“Permits”</u>	means any permit, license, temporary crossing agreement or right-of-entry agreement issued, granted or entered into by or with any Governmental Authority, Utility Owner or Railroad in connection with the performance of any of Developer’s obligations under this Agreement.
<u>“Permitted Encumbrances”</u>	means: <ul style="list-style-type: none"> <li>a. any Encumbrance expressly permitted by <u>Section 27.3</u>;</li> <li>b. any Encumbrance for taxes, assessments or governmental charges or levies not yet due and payable, or any Encumbrance for taxes, assessments or governmental charges or levies being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with GAAP; and</li> <li>c. sublicenses expressly permitted under <u>Section 7.2.2</u>.</li> </ul>
<u>“Permitted Equity Transfer”</u>	means an Equity Transfer arising as a direct result of: <sup>26</sup> <ul style="list-style-type: none"> <li>a. a bona fide open market transaction in securities effected on a recognized public stock exchange, excluding such transactions involving an initial public offering;</li> <li>b. a bona fide crowdfunding transaction in securities issued pursuant to an exemption from registration in compliance with the JOBS Act of 2012 or any equivalent or successor Law provided that: <ul style="list-style-type: none"> <li>i. no Change of Control occurs as a result of such transaction; and</li> <li>ii. the Enterprises have provided their prior consent to such transaction, such consent not to be unreasonably withheld;</li> </ul> </li> <li>c. the grant or enforcement of security over the [ ]<sup>27</sup> in Developer pursuant to the Financing Documents in favor of the Lenders as permitted by <u>Section 27.3</u>;</li> <li>d. a transfer of interests between: <ul style="list-style-type: none"> <li>i. managed funds that are under common ownership or control; or</li> <li>ii. the general partner or the manager (or the parent company of such general partner or manager) and any managed funds under common ownership or</li> </ul> </li> </ul>

<sup>26</sup> **Note to Proposers:** For certainty, Proposers may request approval of an Organizational Change pursuant to Section 1.4 of Part D of the ITP, which Organizational Change would be effective on or after the Agreement Date in accordance with the approval given. Any such approved Organizational Changes shall be reflected by way of amendment to the definition of a Permitted Equity Transfer prior to the execution of this Agreement.

<sup>27</sup> To refer to shares, membership interests etc. as applicable.

control with such general partner or manager (or parent company of such general partner or manager),

provided that the relevant funds and the general partner or manager of such funds (or the parent company of such general partner or manager) have been approved by the Enterprises in writing prior to the Agreement Date;

- e. a reorganization or transfer of interests within a group of Persons under common Control of direct or indirect ownership interests in any Person or of any intermediate entity in the chain of ownership of such Person so long as there is no substantive change in the entity or group of entities that ultimately have (individually or collectively) Control of such Person; or
- f. a donation of legal, beneficial or equitable ownership interests in a Person to an independent non-profit organization registered with the State and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code provided that:
  - i. no Change of Control occurs as a result of such transaction; and
  - ii. the Enterprises have provided their prior consent to such transaction, such consent not to be unreasonably withheld.

“Permitted Operating Period Closure”

means any Closure which occurs during the Operating Period and is required for the purposes of Developer performing O&M Work in compliance with the most recently Accepted Maintenance Management Plan (including, for certainty, in the case of Renewal Work, the most recently Accepted Renewal Work Plan) that:

- a. does not result in a breach of any of, and is permitted by, Sections 2.5.3, 2.6, 2.7, 2.9, 2.11.5, 2.11.9, 2.11.10, 2.11.11 or 2.11.12 of Schedule 10 (Design and Construction Requirements), as if the provisions of such Sections applied to the performance of O&M Work, as applicable, during the Operating Period (and, for certainty, any Closure that is permitted Section 2.11.6 of Schedule 10 (Design and Construction Requirements) during the Construction Period shall not constitute a Permitted Operating Period Closure); or
- b. if such Closure does not satisfy the requirement set out in the first sentence of paragraph a. of this definition, has been Approved by the Department or approved by the relevant Local Agency, as applicable, as a MOT Variance.

“Persistent Breach”

has the meaning given to it in Section 22.2.2.e.

“Person”

means any of a natural person, a corporation, a limited liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a joint venture, an unincorporated association or any other entity recognized as having legal personality under the laws of the State, in each case as the context may require.

<u>“Physical Damage Proceeds”</u>	has the meaning given to it in <u>Section 25.5.1.a.</u>
<u>“Physical Damage Proceeds Reserve”</u>	has the meaning given to it in <u>Section 25.5.2.a.</u>
<u>“Point of Slope Selection”</u>	means the location at which the roadside slope adjacent to the pavement ends, and the cut, or fill slope begins.
<u>“Portal”</u>	means the face of the Cover where the Threshold Zone begins.
<u>“Possession”</u>	<p>means, in relation to any ROW Parcel or any Additional ROW Parcel, the right to access and use such ROW Parcel or Additional ROW Parcel in accordance with the terms of this Agreement, subject to:</p> <ul style="list-style-type: none"> <li>a. rights, including statutory or public franchise rights, of Governmental Authorities, Utility Owners, Railroads and third parties, including: <ul style="list-style-type: none"> <li>i. as contemplated by the Third Party Agreements; and</li> <li>ii. as such access and use may be permitted and regulated by CDOT including through the issuance of Access Permits;</li> </ul> </li> <li>b. rights, including rights of access, granted to the Enterprises and CDOT and each of their employees, agents, consultants and subcontractors and to other Persons under this Agreement;</li> <li>c. restrictions on access and/or use applicable to any such ROW Parcel or any such Additional ROW Parcel set out in: <ul style="list-style-type: none"> <li>i. easement deeds and/or right of entry permits; or</li> <li>ii. any title commitments or American Land Title Association maps related to the Right-of-Way as set out in the Reference Documents;</li> </ul> </li> <li>d. any other easements, zoning restrictions, regulations, rights of way and similar restrictions on real property imposed by Law as of the Setting Date;</li> <li>e. any other restrictions or qualifications set out in <u>Schedule 18 (Right-of-Way)</u>, including the establishment of hold off zones pursuant to <u>Section 5.1</u> thereof; or</li> <li>f. any other express restrictions or qualifications set out in this Agreement, including in <u>Section 9.1.b.</u></li> </ul>
<u>“Possession Date”</u>	has the meaning given to it in the definition of Notice of Possession in this <u>Part A of Annex A (Definitions and Abbreviations)</u> .
<u>“Pre-Refinancing Equity IRR”</u>	means, in relation to a Refinancing, the nominal post-tax Equity IRR calculated (using the Financial Model as updated, including as to the actual revenue and cost performance of the Project, so as to be current immediately prior to the Refinancing) on the date immediately preceding the date on which such Refinancing is put into place.
<u>“Precipitation Event”</u>	means any type of event or occurrence causing slippery road conditions including snow, drifting snow, freezing rain, sleet, ice and frost.

- “Preferred Alternative” means the alternative identified as the “Preferred Alternative” pursuant to NEPA in the FEIS related to the Project.
- “Preferred Proposer” means the Proposer that formed Developer for purposes of entering into this Agreement.
- “Preliminary Equity IRR” means [ ]%.<sup>28</sup>
- “Principal Indemnified Parties” has the meaning given to it in Section 24.2.
- “Principal Subcontractor Direct Agreement” means any agreement in substantially the form attached as Schedule 19 (Forms of Direct Agreement) by and among the Enterprises, Developer and a Principal Subcontractor.
- “Principal Subcontractors” means:
- a. the Construction Contractor;
  - b. the O&M Contractor; and
  - c. any other Subcontractor under a Principal Subcontract of the type referenced in paragraph c. of the definition thereof in this Part A of Annex A (Definitions and Abbreviations).
- “Principal Subcontracts” means:
- a. the Construction Contract;
  - b. the O&M Contract; and
  - c. any other Subcontract between Developer and another Subcontractor that:
    - i. individually, or in aggregate with all other Subcontracts between Developer and such Subcontractor, has a value as determined by the Enterprises (acting reasonably) in excess of (A) 10% of the Construction Work in aggregate, (B) 40% of the O&M Work in any given Contract Year or (C) 20% of the O&M Work in any given consecutive five Contract Year period during the Operating Period, as applicable; or
    - ii. is designated by the Enterprises, acting reasonably, as a Principal Subcontract on the basis that such Subcontract is material to the Project or to Developer’s performance under this Agreement.
- “Private Utility” means a Utility that is owned by a Private Utility Owner.
- “Private Utility Owner” means each of:
- a. AT&T Corp.;
  - b. Comcast Holdings Corporation;
  - c. Level 3 Communications, Inc.;
  - d. MCI Communications Services, Inc. d/b/a Verizon Business Services;
  - e. Neustar Inc.;

<sup>28</sup> Insert the Equity IRR included in the Preferred Proposer’s Preliminary Financial Model.

- f. Phillips 66 Company;
- g. Public Service Company of Colorado;
- h. Qwest Corporation d/b/a CenturyLink QC;
- i. Sprint Communications Company, L.P.; and
- j. Zayo Group, LLC,

or any Affiliate of the same with which the CDOT enters into a URA.

“Process Control”

means the activities performed by or on behalf of Developer to ensure and document that a product meets the requirements of this Agreement, which activities may include checking, materials handling and construction procedures, calibrations and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for such purposes.

“Progress Report”

means Developer’s progress submittal described in Section 4 of Schedule 8 (*Project Administration*).

“Progress Schedule”

means the Project Schedule provided with the Progress Report as set out in Section 3.3.5 of Schedule 8 (*Project Administration*).

“Prohibited Act”

means:

- a. an act committed in contravention of Section 8.3.2;
- b. offering, giving or agreeing to give to any Governmental Authority (including either Enterprise or CDOT) or any public official, civil servant, officer, director, agent or employee of any such Governmental Authority, any bribe, gift or consideration of any kind as an inducement, commission or reward:
  - i. for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other related contract with either Enterprise or the Federal government or the State, or any other Governmental Authority (including CDOT);
  - ii. for showing or not showing favor or disfavor to any Person in relation to this Agreement or any other related contract with either Enterprise or the Federal government or the State, or any other Governmental Authority (including CDOT);
- c. the existence of an Organizational Conflict of Interest which was known, or should have been known, and which was not disclosed to the Enterprises pursuant to the ITP before the Agreement Date; or
- d. defrauding or attempting to defraud or conspiring to defraud either Enterprise or the Federal government or the State, or any division, subdivision or agency of either of them (including CDOT),

in each case regardless of whether or not it is a criminal offence pursuant to Law.

“Project”

has the meaning given to it in the Recitals.

“Project Agreement”

shall have the same meaning as Agreement.

“Project Agreement Amendment”

means an amendment to this Agreement to be executed on the Financial Close Date, which shall reflect any adjustments or amendments that have been accepted or agreed, as applicable, by the Enterprises and Developer pursuant to Annex A to Schedule 1 (*Financial Close*), including:

- a. the Financial Close Base CPP calculated pursuant to Section 5(d) of Annex A to Schedule 1 (*Financial Close*);
- b. the Base Case Equity IRR calculated pursuant to Section 5(e) of Annex A to Schedule 1 (*Financial Close*); and
- c. the replacement of the Base Financial Model attached as Schedule 26 (*Base Financial Model*) with a copy of the Financial Model Accepted by the Enterprises pursuant to Section 2.2(h)(i) of Schedule 1 (*Financial Close*).

“Project Debt”

means bona fide indebtedness (including subordinated indebtedness) under the Financing Agreements for or in respect of funds borrowed or incurred (including bona fide indebtedness with respect to any financial insurance issued for funds borrowed) or for the value of goods or services rendered or received, the repayment of which has specified payment dates and, in any such case, is secured by one or more Security Documents, where such Project Debt:

- a. includes, subject to the exclusions in paragraph b. of this definition:
  - i. principal, capitalized interest, accrued interest, customary and reasonable lender, financial insurer, agent and trustee fees, costs, expenses and premiums with respect thereto, payment obligations under interest rate and inflation rate hedging agreements or other derivative facilities with respect thereto, reimbursement obligations with respect thereto, lease financing obligations, and Breakage Costs; and
  - ii. PABs and TIFIA Loans (and TIFIA guaranties and credit support), together with the obligations arising thereunder; and
- b. excludes:
  - i. Equity Member Debt;
  - ii. any indebtedness of Developer or any Equity Member of Developer that is secured by any interests less than Developer’s entire interest in, and its rights and obligations under, this Agreement, such as indebtedness secured only by an assignment of economic interest in Developer or of rights to cash flow or dividends from Developer;
  - iii. any increase in indebtedness to the extent resulting from an agreement or other arrangement Developer enters into or first becomes obligated to repay after it was aware (or should have been aware, with reasonable due diligence) of the occurrence or

prospective occurrence of an event of termination under the Agreement, including Developer's receipt of a Termination Notice and/or occurrence of an Enterprise Default of the type entitling Developer to terminate the Agreement; and

- iv. any such indebtedness that would otherwise be Project Debt to the extent the Collateral Agent has not notified the Enterprises of such indebtedness and the related Financing Documents in accordance with this Agreement.

"Project Directory" means the directory described in Section 12 of Schedule 8 (*Project Administration*).

"Project Information" has the meaning given to it in Section 3.1.a.

"Project Insurance Change" means any net increase or net decrease in the Actual Benchmarked Insurance Cost relative to the Base Benchmarked Insurance Cost (including any such increase or decrease resulting from a change in the amount of any deductible), excluding only any increase or decrease:

- a. arising from:
  - i. any unavoidable circumstances generally prevailing in the Relevant Insurance Markets; and
  - ii. any claims history in relation to the Project resulting from the acts or omissions of the Enterprises and/or CDOT; or
- b. taken into account in any calculation of Change in Costs made pursuant to this Agreement,<sup>29</sup>

with the amount of any such net increase or net decrease to be expressed as a positive number in the event of a net increase and a negative number in the event of a net decrease for purposes of determining the Insurance Cost Differential.

"Project Intellectual Property" means Intellectual Property created, used, applied or reduced to practice by Developer or any Developer-Related Entity in connection with the Project or the Work, but excluding that which is owned by the Enterprises, CDOT, or otherwise made available to Developer by the Enterprises pursuant to this Agreement and as a result of its performance of the Work.

"Project License" has the meaning given to it in Section 7.2.1.a.

"Project License End Date" means, for each ROW Parcel and each Additional ROW Parcel, the earliest of:

- a. the date on which the Project License is revoked pursuant to Section 7.2.1.c;
- b. the Substantial Completion Date with respect to any ROW Parcels and any Additional ROW Parcels (or any portion of any thereof) that are outside the O&M Limits After Construction;

<sup>29</sup> **Note to Proposers:** This paragraph b. has been added to the definition since the release of Addendum No. 1 to reflect the addition of the Change in Cost definition to the Project Agreement.

- c. with respect to any such ROW Parcel and any Additional ROW Parcel that is provided in the form of a Temporary Easement, the date specified in or required by the terms of such easement; and
- d. with respect to any ROW Parcel on which the Maintenance Yard is located, the effective date of any termination of the Project License with respect thereto pursuant to Section 7.2.1.d.<sup>30</sup>

<u>“Project License Start Date”</u>	means, for each ROW Parcel and each Additional ROW Parcel, the Possession Date specified in the Notice of Possession delivered by the Enterprises to Developer pursuant to <u>Section 7.2.1.b</u> with respect to such parcel.
<u>“Project Records”</u>	has the meaning given to it in <u>Section 19.1.1</u> .
<u>“Project Schedule”</u>	means, initially, the Baseline Schedule and, once Approved pursuant to <u>Section 3.3</u> of <u>Schedule 8 (Project Administration)</u> , the then current Revised Baseline Schedule.
<u>“Project Special Provisions”</u>	means the Project Special Provisions set out in <u>Appendix A</u> to any Section of <u>Schedule 10 (Design and Construction Requirements)</u> .
<u>“Project Standards”</u>	means: <ul style="list-style-type: none"> <li>a. the Construction Standards; and</li> <li>b. the O&amp;M Standards.</li> </ul>
<u>“Project Third Parties”</u>	means each counterparty (excluding any Party to this Agreement and CDOT) to a Third Party Agreement.
<u>“Property Management”</u>	has the meaning given to it in <u>Section 2.1.1</u> of <u>Schedule 18 (Right-of-Way)</u> .
<u>“Proposal”</u>	means the Preferred Proposer’s Proposal, as defined in and submitted by it in response to, the ITP.
<u>“Proposal Extracts”</u>	means <u>Schedule 28 (Proposal Extracts)</u> . <sup>31</sup>
<u>“Proposal Schedule”</u>	means the draft Baseline Schedule submitted by the Preferred Proposer with Developer’s Proposal pursuant to Section 2.3.3. of Part F of the ITP.
<u>“Proposer”</u>	has the meaning given to it in the Recitals.
<u>“Proprietary Intellectual Property”</u>	means Project Intellectual Property that is patented or copyrighted by any Developer-Related Entity (other than Developer), or, if not patented or copyrighted, is created, held and managed as a trade secret or confidential, proprietary information by the relevant Developer-Related Entity, excluding any item of Project Intellectual Property that is produced for multiple purposes and is not unique to the technology that is being applied to or for the Project.
<u>“Protection in Place”</u>	has the meaning given to it in the applicable URA.
<u>“Protection Period”</u>	means the period from 3:00 pm Eastern Standard Time on [ ] <sup>32</sup> to and including:

<sup>30</sup> References to the Maintenance Yard will only be included if the Preferred Proposer elects to use the Maintenance Yard.

<sup>31</sup> The extent of incorporation of the Preferred Proposer’s Proposal (and associated ATCs) submitted in response to the ITP into this Agreement will be detailed in a subsequent Addendum.

- a. with respect to any Bank Financing, the earlier of (i) Financial Close and (ii) the date on which the principal amount of such Bank Financing is fully<sup>33</sup> hedged by Developer;
- b. with respect to any TIFIA Financing, the date that any loan agreement evidencing TIFIA Financing is entered into between Developer and US DOT; and
- c. with respect to any Bond Financing, the date of the signing of the bond purchase agreement among Developer, the underwriters as bond purchasers and, in respect of any issuance of PABS, the PABs Issuer.

“Public Safety Order”

means a rule, order or directive from the U.S. Department of Homeland Security, the State Department of Public Safety (including the Division of Homeland Security and Emergency Management) or by any Emergency Service regarding specific security threats to the Project or the region within the State in which the Project is located or which the Project serves, to the extent such rule, order or directive:

- a. requires specific changes in Developer’s normal design, construction, operation or maintenance procedures in order to comply therewith; and
- b. must be complied with by Developer (or any Principal Subcontractor in connection with performance of the Work) as a matter of Law.

“Public Utility”

means a Utility that is owned by a Publicly Owned Utility.

“Publicly Owned Utility”

means each of:

- a. Aurora Water;
- b. the City and County of Denver, acting through its Board of Water Commissioners;
- c. the City and County of Denver Wastewater Management Division; and
- d. the Metropolitan Wastewater Reclamation District.

“Punch List”

means each of the Milestone Completion Punch List and the Substantial Completion Punch List.

“Punch List Item”

means any minor Defect or Nonconforming Work which individually, and in aggregate with all other such Punch List Items, will not, in the Enterprises’ discretion, have any material or adverse effect on the normal, uninterrupted and safe use and operation of the affected Element of the Project for its intended purpose.

“Qualifying Change in Law”

means a Change in Law that requires Developer to incur any expenditure in connection with the O&M Work After Construction that would be treated as a capital expenditure in accordance with GAAP, excluding any:

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<sup>32</sup> To insert the date of the Interest Rate and Credit Spread Start Time under the ITP (i.e. the date on which Proposers must submit the Interest Rate and Credit Spread Submittals, which is expected to be 10 Working Days prior to the date on which the Financial Proposal Deadline occurred).

<sup>33</sup> To be updated to reflect the Preferred Proposer’s actual financing terms (e.g. to the extent that these provide for hedging of an amount slightly different than the principal amount of the Bank Financing).

- a. Discriminatory Change in Law; and
- b. Change in Law that is made in response to any breach of Law, Governmental Approval, Permit or this Agreement, or fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence of any Developer-Related Entity.

“Qualifying Refinancing” means any Refinancing that will give rise to a Refinancing Gain greater than zero which is not an Exempt Refinancing.

“Quality Assurance Oversight” means the act of testing or inspecting of the Work performed by qualified testing or inspecting personnel employed by the Department or its designated agent to independently establish conformity to this Agreement.

“Quality Management Plan” means, from time to time, the then current plan that satisfies the requirements of Section 6 of Schedule 8 (Project Administration) and has been submitted by Developer and Approved by the Department pursuant to Schedule 8 (Project Administration).

“Quality Records Database” means the secure web-based application for recording results of the Department verification reviews and responses to nonconformance notices, as described in Schedule 8 (Project Administration).

“Railroad” means either the tracks, bridges and systems used for rail traffic in the vicinity of I-70 Mainline, or the UPRR, BNSF or DRIR, as the context may require.

“Railroad Forces” means Railroad engineering and construction personnel, or Railroad designated contractors employed or contracted directly by the respective Railroad.

“Rating Agency” means each of:

- a. Fitch, Inc.;
- b. Moody’s Investors Service, Inc.;
- c. Standard & Poor’s Ratings Services; and
- d. DBRS, Inc.,

provided in each case that such entity is at the relevant time a Registered Rating Agency.

“Reasonable Efforts” means all those steps in the power of the relevant Party that are capable of producing the desired result, being steps which a prudent, determined and reasonable person desiring to achieve that result would take, provided that, subject to its other express obligations under this Agreement:

- a. where the relevant Party is either the Enterprises or Developer, the relevant Party shall not be required to expend funds in taking such steps except for those:
  - i. necessary to meet the reasonable costs reasonably incidental or ancillary to the steps to be taken by the relevant Party (including its reasonable travel expenses, correspondence costs and general overhead expenses); or
  - ii. that the other Party agrees to reimburse in advance; and
- b. where the relevant Party is the Enterprises (or the

Department), the Enterprises (or, as applicable, the Department) shall not be required to:

- i. take any action to the extent uncommitted budgeted funds are unavailable to undertake such action;
- ii. take any action that is contrary to this Agreement, Law, any Governmental Approval or the public interest, or decline, refrain or abstain from taking any action that is in the public interest, as determined by the Enterprises in their discretion;
- iii. exercise or refrain, decline or abstain from exercising any statutory or administrative law power, authority or discretion;
- iv. undertake any mitigation measure that might be available as a result of its status as a Governmental Authority, and that would not normally be available to a private commercial counterparty to an agreement such as this Agreement;
- v. take a position that would not be usual and customary for the Enterprises to take in addressing similar circumstances affecting other projects (except for usual and customary arrangements that are incompatible with the Project's contracting methodology); or
- vi. refrain from concurring with a position taken by any Governmental Authority if the Enterprises believe that position to be correct.

"Reasonably Identifiable" means any information, matter or thing that could reasonably have been known, identified, discovered, observed or anticipated by a Developer-Related Entity or the Preferred Proposer undertaking due diligence prior to the Setting Date pursuant to Good Industry Practice, and taking into account (without limitation):

- a. the provisions of the ITP with respect to the conduct of due diligence prior to the Setting Date;
- b. the Enterprises' approval of and response to Proposers' diligence-related requests and comments submitted pursuant to the ITP to the extent:
  - i. submitted by the Preferred Proposer; or
  - ii. submitted by other Proposers and made available to the Preferred Proposer prior to the Setting Date;
- c. the availability and contents of all Project Information, Department Provided Approvals, the I-70 East EIS and all other available Environmental Approvals, Governmental Approvals, and all other requirements, manuals, guidance, reports and other information referenced by:
  - i. any of the Environmental Requirements;
  - ii. the Phase I environmental site assessments included in the Reference Documents; or

	<ul style="list-style-type: none"> <li>iii. the Agreement; and</li> <li>d. the opportunity to review all Law.</li> </ul>
<u>“Recognized Hazardous Materials”</u>	has the meaning given to it in <u>Section 23.1.1</u> of <u>Schedule 17</u> ( <i>Environmental Requirements</i> ).
<u>“Recommended Department Renewal Work Plan”</u>	means the plan detailing recommended Department-Retained Renewal Work included in Developer’s MMP in accordance with <u>Section 6.1.4</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).
<u>“Reconciliation”</u>	has the meaning given to it in <u>Section 15.6.2</u> .
<u>“Reevaluation”</u>	means the NEPA evaluation required or prepared pursuant to 23 CFR § 771.129.
<u>“Reference Design”</u>	means the preliminary technical blueprint and description of essential design elements for the Project provided as Reference Documents.
<u>“Reference Document”</u>	means each of the materials, documents and data listed in <u>Schedule 29</u> ( <i>Reference Documents</i> ) and made available prior to the Setting Date pursuant to <u>Section 3.1.a</u> .
<u>“Refinancing”</u>	<p>means:</p> <ul style="list-style-type: none"> <li>a. any amendment, variation, novation, supplement or replacement of any Financing Document (other than any Equity Member Funding Agreement);</li> <li>b. the exercise of any right, or the grant of any waiver or consent, under any Financing Document (other than any Equity Member Funding Agreement);</li> <li>c. the disposition of any rights or interests in, or the creation of any rights of participation in respect of, any Financing Document (other than any Equity Member Funding Agreement) or the creation or granting of any other form of benefit or interest in either a Financing Document (other than any Equity Member Funding Agreement) or the contracts, revenues or assets of Developer whether by way of security or otherwise; or</li> <li>d. any other arrangement put in place by Developer or another person which has an effect which is similar to any of a. to c. above or which has the effect of limiting Developer’s ability to carry out any of a. to c. above.</li> </ul>
<u>“Refinancing Gain”</u>	<p>means an amount equal to the greater of zero and an amount equal to (A-B-C), where:</p> <p>A = the net present value (using the Base Case Equity IRR as the discount rate) of the Distributions projected immediately prior to the Refinancing (taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made over the remaining term of this Agreement following the Refinancing;</p> <p>B = the net present value (using the Base Case Equity IRR as the discount rate) of the Distributions projected immediately prior to the Refinancing (but without taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made over</p>

- the remaining term of this Agreement following the Refinancing; and
- C = any adjustment required to raise the Pre-Refinancing Equity IRR to the Base Case Equity IRR.
- “Registered Rating Agency” means a nationally recognized statistical rating organization registered with the Office of Credit Rating of the U.S. Securities and Exchange Commission.
- “Reinstatement Plan” has the meaning given to it in Section 25.5.1.b.i.
- “Reinstatement Work” has the meaning given to it in Section 25.5.1.a.
- “Related Transportation Facility” means any existing and future bridge, highway, street and road or other transportation facility of any mode, including:
- a. directly related component facilities; and
  - b. upgrades and expansions thereof,
- that, in any such case, are or will be connecting with, or crossing under or over, the Project, but which is not (at the relevant time) part of the Project, including:
- c. Denver Planned Projects; and
  - d. all projects listed in Section 1.17 of Section 1 of Schedule 10 (*Design and Construction Requirements*).
- “Release” means any emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Substances from any source into or upon the Environment, including any of the foregoing that exacerbates an existing Release or condition of Hazardous Substances contamination.
- “Release for Construction Documents” means the drawings (including plans, elevations, sections, details and diagrams), specifications, shop drawings, drawings, samples, reports and calculations approved by Developer for construction as required by Schedule 8 (*Project Administration*).
- “Relevant Contract Year” has meaning given to it in Section 2.3.
- “Relevant Event” means any Delay Relief Event or Compensation Event.
- “Relevant Insurance Markets” the insurance markets which collectively insure the majority of transportation related infrastructure projects in the United States from time to time, which as of the Agreement Date are New York, Bermuda and London.
- “Relevant Milestone Payment Request Due Date” has the meaning given to it in Section 2(a) of Schedule 5 (*Milestone Payments*).
- “Relief Event” means:
- a. any of the following (“Delay Relief Events”):
    - i. any Unexcused Utility Owner Delay;
    - ii. any Unexcused Railroad Delay;
    - iii. the discovery of any Unexpected Hazardous Substances; or
    - iv. the issuance of any temporary restraining order, preliminary or permanent injunction or other form of interlocutory relief by a Governmental Authority

- under Law that prohibits the prosecution of a material part of the Construction Work;
- b. any Force Majeure Event;
  - c. any:
    - i. fire or explosion;
    - ii. geomagnetic storm; or
    - iii. earthquake;
  - d. riot or illegal civil commotion;
  - e. any Change in Law (excluding (i) any Discriminatory Change in Law and (ii) any Qualifying Change in Law);
  - f. the discovery of any:
    - i. Unexpected Historically Significant Remains; or
    - ii. Unexpected Endangered Species;
  - g. any Third Party Release of Hazardous Substances;
  - h. any accidental loss or damage to the Right-of-Way, any Additional Right-of-Way or any Permit Areas (excluding Developer-risk Permit Areas) in respect of which Developer holds Permits;
  - i. any breach by the City of Denver of the Denver IGA that results in:
    - i. the duration of any street occupancy permit issued by the City of Denver not being for a duration equal to the Reasonable Construction Time Period (as defined in Section 4.A.(iii) of the Denver IGA) plus 10% of that time period; or
    - ii. the City of Denver unreasonably withholding or delaying any permit that it is required to issue in connection with the Construction Work contrary to Section 4.A.(iv) of the Denver IGA;
  - j. Developer's obligation to comply with Section 12.2.b with respect to any Related Transportation Facility that is not Known or Knowable (other than with respect to any required capital expenditure, to which paragraph o of the definition of Compensation Event in Part A of Annex A (Definitions and Abbreviations) shall apply); or
  - k. any severe weather event directly affecting any part of the Site that is recognized as a "severe local storm", or "flood" event by the National Oceanic and Atmospheric Administration's National Weather Service in a published notice, alert or warning, (a "Severe Weather Event"),

in each case unless such event arises as a result of any breach of Law, Governmental Approval, Permit or this Agreement, or fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of any Developer-Related Entity.

"Relocation Standards"

has the meaning given to it in the applicable URA.

<u>“Renewal Element”</u>	means an Element (other than an Excluded Element) which has a Useful Life Baseline Requirement specified in <u>Appendix B</u> to <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Renewal Work”</u>	means maintenance, repair, reconstruction, rehabilitation, restoration, renewal or replacement of any Element or part thereof that is not normally included, in accordance with Good Industry Practice, as an annually recurring cost in maintenance and repair budgets for transportation facilities (and associated equipment) of a similar nature and located in a similar environment to the Project (other than any item of work that falls within the definition of Department-Retained O&M Work in this <u>Part A</u> of <u>Annex A</u> ( <i>Definitions and Abbreviations</i> )).
<u>“Renewal Work DBE Goal”</u>	has the meaning given to it in <u>Section 6.2.2.f</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).
<u>“Renewal Work OJT Goal”</u>	has the meaning given to it in <u>Section 6.3.2</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).
<u>“Renewal Work Plan”</u>	means the plan described in <u>Section 6.1</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ) (as updated in accordance with <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> )).
<u>“Renewal Work Schedule”</u>	means the schedule required as part of the Renewal Work Plan.
<u>“Representatives”</u>	has the meaning given to it in <u>Section 18.2.1.a</u> .
<u>“Requested Relocation”</u>	means any Utility Relocation of a Private Utility that the relevant Private Utility Owner requests be performed by Developer pursuant to the terms of any URA.
<u>“Required Action”</u>	has the meaning given to it in <u>Section 23.4.3</u> .
<u>“Required Environmental Approvals”</u>	has the meaning given to it in <u>Section 8</u> of <u>Schedule 17</u> ( <i>Environmental Requirements</i> ).
<u>“Rescue Refinancing”</u>	means a Refinancing by the Lenders upon the occurrence of a default or an event of default under the Funding Agreements.
<u>“Residual Element”</u>	means an Element (other than an Excluded Element) which has a specified Residual Life Minimum Requirement in <u>Appendix A</u> to <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Residual Life”</u>	means, for an Element, the period remaining until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement.
<u>“Residual Life at Handback”</u>	means the Residual Life of an Element calculated at the Expiry Date determined through the application of the Residual Life Methodology and Residual Life inspections and by assuming that the Element is subject to maintenance after the Expiry Date to the same standards and requirements, and at the same frequency, as Developer is required to perform Routine Maintenance on such Element in accordance with the terms of this Agreement.
<u>“Residual Life Minimum Requirement”</u>	means, for any Residual Element, the number of years of Residual Life at Handback specified in the “Residual Life at Handback” column for such Residual Element in <u>Appendix A</u> to <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
<u>“Residual Life Methodology”</u> or <u>“RLM”</u>	means the evaluation and calculation methodology by which the Residual Life of any Element will be calculated at the Expiry Date (including (a) the

methodology by which any necessary Renewal Work will be identified and (b) in the case of bridge decks, methodology that complies with the requirements set out in Section 2.1.a of Schedule 12 (*Handback Requirements*) to ensure that each Residual Element meets or exceeds its Residual Life Minimum Requirement.

“Residual Life Methodology Report”

means the report prepared by Developer in accordance with Section 3.3 of Schedule 12 (*Handback Requirements*).

“Restricted Change”

means any Enterprise Change proposed in an Enterprise Change Notice or a Directive Letter that would, if implemented:

- a. require the Work (as changed by the proposed Enterprise Change) to be performed in a way that:
  - i. violates Law;
  - ii. is contrary to Good Industry Practice; or
  - iii. gives rise to a material risk to the health or safety of any person; or
- b. cause the revocation of any existing Governmental Approval, Permit or third party consent that is necessary for the performance of the existing Work under circumstances such that it would be impossible or highly unlikely that Developer would be able to obtain a new or amended equivalent Governmental Approval, Permit or third party consent relating to the Work (as changed by the proposed Enterprise Change).

“Restricted Transfer Period”

means the period commencing on the Agreement Date and ending on (but not including) the second anniversary of the Substantial Completion Date.

“Reviewable Deliverable”

means any Deliverable that is a Deliverable for Approval, a Deliverable for Acceptance or a Deliverable for Information.

“Revised Baseline Schedule”

means the then current revision to the Baseline Schedule (including to any prior Revised Baseline Schedule), which has been submitted by Developer and Approved by the Enterprises pursuant to Section 3.3.4.b of Schedule 8 (*Project Administration*).

“RFP”

has the meaning given to it in the Recitals.

“Right-of-Way”

means, collectively, all of the land, improvements and fixtures that are located within all ROW Parcels, but in each case with effect only from the Project License Start Date and only until the Project License End Date, in each case, for the relevant ROW Parcel.

“Right-of-Way Betterment”

means appreciation in the value of a property due to beneficial public works executed in its near vicinity.

“Right-of-Way Relocation”

means displacing a current resident or occupant to a new location.

“ROD”

has the meaning given to it in the Recitals.

“ROD Construction Limits”

means the construction limits of the Project included in the ROD.<sup>34</sup>

“Routine Maintenance”

means maintenance activities that are scheduled in advance and occur on a

<sup>34</sup> **Note to Proposers:** A draft of the construction limits is contained in 29.10.9.07 Roadway Microstation Files in the Reference Documents.

regular basis, such as weekly, monthly, quarterly, semi-annually or annually, which are normally included as an annually recurring cost in maintenance and repair budgets for transportation facilities (and associated equipment) of similar natures and in similar environmental conditions as the Project.

“Routine Maintenance ESB Goal”

has the meaning given to it in Section 6.2.2.b of Schedule 15 (*Federal and State Requirements*).

“ROW Parcel”

means each parcel of land:

- a. referred to in the “Developer’s Parcel” column in the ROW Schedule, each as identified in the Right-of-Way Exhibits in the Contract Drawings; and
- b. that comprises part of the Existing CDOT Right-of-Way.

“ROW Schedule”

means the table set out in Appendix A to Schedule 18.

“RRA”

means any of:

- a. the BNSF RRA;
- b. the DRIR RRA;
- c. the UPRR RRA;
- d. UPRR York Street Crossing RRA; and
- e. the UPRR Pepsi Lead RRA.

“Safety Compliance”

means any and all improvements, repair, reconstruction, rehabilitation, restoration, renewal, replacement and/or changes in configuration or procedures in relation to the Project to correct a specific safety condition or risk in relation to the Project that the Enterprises, CDOT or another Governmental Authority that has relevant jurisdiction have reasonably determined to exist.

“Safety Compliance Order”

means a written order or directive from the Enterprises to Developer to implement Safety Compliance, provided that such order or directive shall not be used to effect a change to the Technical Requirements or the Project Standards or safety-related portions of the Work affected by a Change in Law.

“Schedule Delay Period”

has the meaning given to it in Section 15.3.1.e.i.

“SDBPP”

has the meaning given to it in Section 5.1 of Schedule 15 (*Federal and State Requirements*).

“Second Handback Inspection Report”

means the report prepared by Developer in accordance with Sections 3.11.a.i and 3.11.b of Schedule 12 (*Handback Requirements*).

“Security Documents”

means:

- a. the documents listed in the Lenders Direct Agreement executed on or about the Financial Close Date; and
- b. any other mortgage, deed of trust, guarantee, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, financing statement under the Uniform Commercial Code of any jurisdiction, security instrument or other charge or encumbrance of any kind, including any lease in the nature of a security instrument, given to any Lender as security for Project Debt or Developer’s obligations pertaining to Project Debt to the

extent permitted by this Agreement.

<u>“Service Line”</u>	means:	<ul style="list-style-type: none"> <li>a. a Utility line, the function of which is to directly connect the improvements on an individual property to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system; or</li> <li>b. a Utility line on public or private property that services structures located on such property.</li> </ul>
<u>“Setting Date”</u>	means [ ] <sup>35</sup>	
<u>“Severe Weather Event”</u>	has the meaning given to it in paragraph <u>k.</u> of the definition of <u>Relief Event</u> in this <u>Part A</u> of <u>Annex A</u> ( <i>Definitions and Abbreviations</i> ).	
<u>“Similar Project”</u>	means any interstate highway facility, including a construction or reconstruction project involving such a facility, that is more similar than not to the Project in size, value, scope, technical complexity, geography, usage and risk profile.	
<u>“Site”</u>	means, at any time:	<ul style="list-style-type: none"> <li>a. the Right-of-Way;</li> <li>b. any Additional Right-of-Way;</li> <li>c. any Permit Areas in respect of which Developer holds Permits at that time; and</li> <li>d. any Temporary Properties in respect of which Developer owns or holds Temporary Property Rights at that time.</li> </ul>
<u>“Small Business and Workforce Goals”</u>	has the meaning given to it in <u>Section 6.1</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).	
<u>“Snow and Ice Control Commencement Date”</u>	has the meaning given to it in <u>Section 3</u> of <u>Part 3</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).	
<u>“Snow and Ice Control Equipment”</u>	has the meaning given to it in <u>Section 11.6</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).	
<u>“Snow and Ice Control Plan”</u>	means the plan described in <u>Section 9.3</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).	
<u>“Snow and Ice Control Services”</u>	means the snow and ice control services as described in <u>Section 11</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).	
<u>“Snow Route”</u>	means the documented configuration and path(s) traversed by a snowplow or Spreader documented in Developer’s Snow and Ice Control Plan.	
<u>“Special Events”</u>	means events expected to produce higher than average traffic on the I-70 East Corridor.	
<u>“Special Permit”</u>	means a Permit issued by CDOT to permit a Person with a right under Law to have access to the Right-of-Way and any Additional Right-of-Way for a purpose which does not include carrying out any excavation in order to exercise that right.	
<u>“Special Provisions”</u>	means <u>Sections 36, 46.1</u> and <u>53</u> .	

<sup>35</sup> The specific date set out in the final RFP for the Setting Date to be inserted.

<u>“Specialist Inspections”</u>	means inspections of specified Elements or components for which testing, special tools or equipment are necessary, including inspections required to be undertaken in accordance with <u>Section 8.4</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> ).
<u>“Specified Additional Insured”</u>	means each: <ol style="list-style-type: none"> <li>a. Indemnified Party;</li> <li>b. any Railroad to the extent required to be treated as an additional insured under any Insurance Policy;</li> <li>c. any Utility Owner to the extent required to be treated as an additional insured under any Insurance Policy; and</li> <li>d. any other Person as and when agreed by the Parties or otherwise reasonably required by the Enterprises.</li> </ol>
<u>“Spreader”</u>	means a vehicle capable of spreading salt, de-icers and anti-icers.
<u>“Standard Special Provisions”</u>	means the Standard Special Provisions listed in <u>Section 4</u> of <u>Appendix A</u> to <u>Schedule 10A</u> ( <i>Applicable Standards and Specifications</i> ).
<u>“Standard Specifications”</u>	means the CDOT Standard Specifications.
<u>“State”</u>	means the State of Colorado.
<u>“State Sales Tax”</u>	has the meaning given to it in <u>Section 30.1.3.b</u> .
<u>“Storm Drain”</u>	means a network of pipes that connects inlets, manholes, and other drainage features to an outfall.
<u>“Subcontract”</u>	means any contract (at any tier) entered into by Developer, the Construction Contractor, the O&M Contractor or a Subcontractor including a Supplier with one or more third parties directly in connection with the carrying out of the Work or any of Developer’s other obligations under this Agreement.
<u>“Subcontractor”</u>	means any party, other than Developer, to a Subcontract.
<u>“Subcontractor Breakage Costs”</u>	means Losses that have been or will be reasonably and properly incurred by Developer under a Principal Subcontract as a direct result of the termination of this Agreement (and which Losses shall not include lost profit or lost opportunity, but may, for certainty, include payment to a Principal Subcontractor for work performed prior to the Termination Date, but not yet paid for by the Developer) <sup>36</sup> , but only to the extent that: <ol style="list-style-type: none"> <li>a. the Losses are incurred in connection with the Project and in respect of the Work required to be performed by Developer, including:                 <ol style="list-style-type: none"> <li>i. any materials or goods ordered or Subcontracts placed that cannot be cancelled without such Losses being incurred;</li> <li>ii. any expenditure incurred in anticipation of the performance or the completion of Work in the future; and</li> <li>iii. the cost of demobilization including the cost of any relocation of equipment used in connection with the Project;</li> </ol> </li> </ol>

<sup>36</sup> **Note to Proposers:** The “for certainty” statement has been added to this parenthetical since the release of Addendum No. 1.

- b. the Losses are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on an arm's length basis, and that otherwise comply with this Agreement; and
- c. Developer and the relevant Principal Subcontractor have each used their Reasonable Efforts to mitigate such Losses.

<u>"Substantial Completion"</u>	means the satisfaction of all Substantial Completion Conditions, as confirmed by the Enterprises' issuance of the Substantial Completion Certificate.
<u>"Substantial Completion Certificate"</u>	has the meaning given to it in <u>Section 5(a)</u> of <u>Part 5</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>"Substantial Completion Conditions"</u>	has the meaning given to it in <u>Section 1</u> of <u>Part 5</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>"Substantial Completion Date"</u>	has the meaning given to it in <u>Section 5(a)</u> of <u>Part 5</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>"Substantial Completion Deduction Amount"</u>	means the amount calculated in accordance with <u>Section 1</u> of <u>Part 1</u> of <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).
<u>"Substantial Completion Milestone Payment"</u>	means the Milestone Payment payable in respect of the achievement of Substantial Completion.
<u>"Substantial Completion Payment"</u>	has the meaning given to it in <u>Section 3(b)</u> of <u>Schedule 5</u> ( <i>Milestone Payments</i> ).
<u>"Substantial Completion Punch List"</u>	has the meaning given to it in <u>Section 2(b)</u> of <u>Part 7</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>"Substantial Completion Punch List Items"</u>	has the meaning given to it in <u>Section 2(b)</u> of <u>Part 7</u> of <u>Schedule 3</u> ( <i>Commencement and Completion Mechanics</i> ).
<u>"Supervening Event"</u>	means any Relief Event and any Compensation Event.
<u>"Supervening Event Submission"</u>	means any Preliminary Supervening Event Submission or any Detailed Supervening Event Submission.
<u>"Supplied Survey Data"</u>	means the survey data for the Construction Work identified in the Reference Documents.
<u>"Supplier"</u>	means a Subcontractor that primarily provides goods and/or materials, but not services, under the terms of its Subcontract.
<u>"Table 6A.1"</u>	means Table 6A.1 set out in <u>Appendix A</u> to <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).
<u>"Table 6A.2"</u>	means Table 6A.2 set out in <u>Appendix A</u> to <u>Schedule 6</u> ( <i>Performance Mechanism</i> ).
<u>"Target"</u>	means, in respect of an Element, the condition of such Element specified in the "Target" column in the Performance and Measurement Tables (as updated in accordance with <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> )).
<u>"Tax"</u>	means any Federal, State, local or foreign income, margin, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue

Code of 1986), customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, duty, fee or charge imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work, the Milestone Payments, Performance Payments, other compensation or act, business, status or transaction of any Developer-Related Entity, including any interest, penalty or addition thereto, in all cases whether disputed or undisputed.

“Technical Proposal Deadline”

means [ ].<sup>37</sup>

“Technical Requirements”

means the obligations of, and any requirements to be satisfied by, Developer under any of Schedules 8 (Project Administration), 9 (Submittals), 10 (Design and Construction Requirements), 11 (Operations and Maintenance), 12 (Handback Requirements), 17 (Environmental Requirements) and 18 (Right-of-Way) and Table 6A.1 and Table 6A.2.

“Temporary Easement”

means any temporary easement in an area that is outside the Right-of-Way or any Additional Right-of-Way, but which is required for performing the Construction Work within the Right-of-Way or any Additional Right-of-Way.

“Temporary Property”

means:

- a. Temporary Easements; and
- b. other areas not within the Right-of-Way or any Additional Right-of-Way in which Developer is performing Work for a temporary period, such as temporary Construction Work sites, lay down areas, staging areas, storage areas, stockpiling areas, earthwork material borrow sites, equipment parking areas and similar areas.

“Temporary Property Rights”

means, in respect of any Temporary Property, any right or interest in, or in respect of, such Temporary Property.

“Term”

has the meaning given to it in Section 4.2.

“Termination Amount”

means, with respect to any termination of this Agreement prior to the Expiry Date, the amount of compensation, if any, owing from the Enterprises to Developer as determined pursuant to this Agreement.

“Termination by Court Ruling”

means the issuance of a final, non-appealable court order by a court of competent jurisdiction:

- a. to the effect that this Agreement is void and/or unenforceable or impossible to perform in its entirety;
- b. permanently enjoining or prohibiting performance or completion of a material portion of the Work;
- c. requiring the Enterprises or CDOT, individually, or in concert with one another and/or the FHWA, to undertake additional or supplemental evaluations, studies or other work under NEPA that, in the Enterprises’ discretion, is impracticable in light of the purpose and intent of this Agreement; or
- d. upholding the binding effect on Developer or the Enterprises

<sup>37</sup> To be inserted prior to execution of this Agreement.

and/or CDOT of a Change in Law that causes impossibility of performance of a fundamental obligation by Developer or the Enterprises under this Agreement or impossibility of exercising a fundamental right of Developer or the Enterprises under this Agreement,

in each case unless such event arises by reason of a Developer Default or an Enterprise Default.

“Termination Date” means the effective date of any early termination of this Agreement as determined pursuant to Schedule 1 (Financial Close) or Sections 33.1.2 through 33.1.7, as applicable.

“Termination Deduction Amount” means, without double-counting, any:

- a. accrued Monthly Construction Closure Deductions, Monthly Operating Period Closure Deductions and Monthly Noncompliance Deductions that, as of the Termination Date, have not been taken into account in the calculation of any payment actually made to Developer by the Enterprises prior to the Termination Date; and
- b. any other amount that the Enterprises are entitled to set-off against the Termination Amount pursuant to Section 5(a) of Part 3 of Schedule 4 (Payments).

“Termination for Convenience” has the meaning given to it in Section 33.1.2.a.

“Termination for Extended Force Majeure” has the meaning given to it in Section 33.1.6.a.

“Termination Insurance Proceeds” means all proceeds from insurance payable to Developer under any Available Insurance coverage, or that should otherwise be collectible by Developer from that portion of the Available Insurance that is required to be maintained by Developer pursuant to Section 25 and Schedule 13, in any such case on or after the Termination Date.

“Termination Notice” means a notice of termination issued pursuant to Section 33.1.

“Test” or “Testing” means the procedure and method of acquiring and recording physical data and comparing it to set standards and submitting a statement to such conditions or operations as will lead to its Acceptance or rejection (deficiency, defective condition, nonconformance) of the item.

“Third Handback Inspection Report” means the report prepared by Developer in accordance with Sections 3.11.a.ii and 3.11.b of Schedule 12 (Handback Requirements).

“Third Party Agreements” means:

- a. the URAs;
- b. the RRAs;
- c. the Denver IGA;
- d. the E-470 Installation Agreement;
- e. the E-470 TSA;

- f. *[possibility of additional IGAs under review (e.g. with Denver Public Schools)]*<sup>38</sup>; and
- g. any agreement that is designated as a Third Party Agreement by the Enterprises in a notice delivered pursuant to Section 8.5.2.a.

“Third Party Release of Hazardous Substances”

means any Release of Hazardous Substances on, in, under, from or in the vicinity of the Right-of-Way or any Additional Right-of-Way caused by any Person that is not a Developer-Related Entity, either Enterprise or CDOT, which Release:

- a. occurs:
  - i. with respect to any ROW Parcel, after the Setting Date; and
  - ii. with respect to any Additional ROW Parcel, on or after its Project License Start Date; and
- b. is required to be managed or remediated pursuant to either Law or Developer’s obligations under this Agreement.

“Threshold Zone”

means the length of roadway between the Portal and the Transition Zone.

“TIFIA”

means the Transportation Infrastructure Finance and Innovation Act of 1998, codified at 23 U.S.C. §.601 et seq.

“TIFIA Betterment”

means any betterment in a financial term of the TIFIA Financing as compared to the Baseline TIFIA Term Sheet, net of any adverse changes in financial terms as compared to the Baseline TIFIA Term Sheet that are required by the TIFIA Joint Program Office as a condition of accepting such betterment.

“TIFIA Event”

means, at any time after the issuance of the Notice of Award, either:

- a. the TIFIA Joint Program Office decides not to, or is unable to, provide credit assistance to Developer in an amount at least equal to the amount set out in, or (other than with respect to TIFIA Betterments) on terms materially consistent with the terms of, the Baseline TIFIA Term Sheet; or
- b. after the Agreement Date, the TIFIA Joint Program Office fails to work diligently and reasonably towards achieving Financial Close by the Financial Close Deadline Date (including unreasonable negotiation),

provided that neither of the events referred to in paragraphs a. or b. of this definition shall be deemed to be a TIFIA Event if:

- c. the Preferred Proposer, Developer or any other Developer-Related Entity failed to comply with the requirements of Section 3.3 of Part B of the ITP or otherwise sought to achieve TIFIA Betterments on its own behalf or on behalf of its Lenders;
- d. Developer has failed to use Reasonable Efforts to achieve Financial Close, which Reasonable Efforts shall include:
  - i. complying with all TIFIA Joint Program Office policy requirements;

<sup>38</sup> **Note to Proposers:** Details to be provided in a future Addendum.

- ii. negotiating in good faith mutually agreeable terms and conditions with the TIFIA Joint Program Office, including by making commercially reasonable concessions as necessary and appropriate under the circumstances; and
- iii. furnishing all required information and credit ratings in a timely manner; or
- e. such event arises as a result of any breach of Law, Governmental Approval or this Agreement, fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of the Preferred Proposer or any Developer-Related Entity.

“TIFIA Financing” means any debt financing to be provided by the US DOT pursuant to TIFIA that is assumed in the Base Financial Model.

“TIFIA Loan” means a loan from the US DOT pursuant to the federal credit assistance program established pursuant to TIFIA.

“Tolled Express Lane” means the lanes on the I-70 Mainline where operational strategies are proactively implemented and managed in response to changing conditions.

“Tow Plow” means a snow plow blade mounted on a ballasted trailer that is towed behind a conventional plow or combination plow/spreader truck, where controls in the towing vehicle deploy the tow plow into an adjacent lane, permitting two lanes to be plowed by a single tow vehicle.

“Transferrable Assets” means all Assets, including all transferrable warranties with respect to such Assets, except:

- a. any Asset that falls within paragraphs c., d. or e. of the definition of Assets in this Part A of Annex A (*Definitions and Abbreviations*) that is neither (i) affixed to any Element, the Right-of-Way or any Additional Right-of-Way nor (ii) owned or operated by such Principal Subcontractor exclusively for the purposes of the Project; and
- b. any Temporary Properties, and any buildings located on such properties.

“Transition Zone” means the length of roadway between the Threshold Zone and the Interior Zone and which has variable illumination depending upon the illumination in the Threshold Zone to allow adaption to the Interior Zone illumination, and the length of which is determined by the posted vehicle speed

“Transportation Commission” has the meaning given to it in the Recitals.

“Transportation Demand Model” means a program that encompasses tools to help with traffic congestion mitigation by offering alternatives to the single occupant vehicle.

“Transportation Management Plan” means, from time to time, the then current plan that satisfies the requirements of Section 2.2.3 of Schedule 10 (*Design and Construction Requirements*) and has been submitted by Developer and Approved by the Department pursuant to Schedule 10 (*Design and Construction Requirements*).

“Travel Time Indicators” means the system of antennas and readers that detect toll tag transponders in vehicles.

- “Ultimate” has the same meaning as given to the Preferred Alternative.
- “Unavailable Term” means any Insurance Term that, at the time an Insurance Policy is obtained or renewed:
- a. is not available to Developer in the worldwide insurance market from Eligible Insurers on terms required by this Agreement; or
  - b. is not generally being incorporated in insurance procured in the worldwide insurance market from Eligible Insurers by contractors in relation to transportation related infrastructure projects in the United States due to the level of the insurance premium payable for insurance incorporating such Insurance Term.
- “Unexcused Railroad Delay” means:
- a. any unexcused delay (as determined by reference to the relevant RRA) by a Railroad in performing any work required to be performed by it under such agreement;
  - b. any breach of a RRA by a Railroad; or
  - c. any unreasonable withholding by any Railroad with relevant jurisdiction under the terms of a RRA or otherwise of the issuance or renewal of any Permit necessary for the performance of the Work.
- “Unexcused Utility Owner Delay” means:
- a. any unexcused delay (as determined by reference to the relevant URA and/or relevant Utility Work Order) by a Utility Owner in performing any work under a URA and/or a Utility Work Order;
  - b. any breach of a URA or Utility Work Order by a Utility Owner; or
  - c. any unreasonable withholding by any Utility Owner with relevant jurisdiction under the terms of a URA or otherwise of the issuance or renewal of any Permit necessary for the performance of the Work.
- “Unexpected Endangered Species” means any animal or plant species listed as threatened or endangered under and subject to an applicable threatened or endangered species Law found at the Right-of-Way, or at any Permit Areas (excluding Developer-risk Permit Areas) in respect of which Developer holds a Permit, the temporary, continual or habitual presence of which on the Right-of-Way or any such Permit Area was not Known or Knowable at the Setting Date.
- “Unexpected Geological Conditions” means any subsurface or latent geological conditions encountered at the exact bore hole locations identified in:
- a. the boring logs set out in Appendices B and D1 of the Final Preliminary Subsurface Investigation Report I-70 East Corridor Project Partial Cover Lowered Alternative with Managed Lanes Options Brighton Boulevard to Chambers Road Denver, Colorado CDOT Project No: FBR 0709-234 (19631) prepared by Yeh and Associate, Inc. dated September 21, 2015; and

- b. the boring logs on pages 25 to 59 of the Preliminary Subsurface Investigation Report for Partial Cover Lowered (PCL) Alternative I-70 East Corridor EIS CDOT Region 6 prepared by Yeh and Associates, Inc. dated October 31, 2012,

in each case that differ materially from those conditions indicated in such boring logs for such bore hole locations, which conditions were not Known or Knowable at the Setting Date.

“Unexpected Hazardous Substances”

means any Hazardous Substances (including soil or water contaminated with Hazardous Substances) present on, in or under any part of the Right-of-Way, or of any Permit Areas (excluding Developer-risk Permit Areas) in respect of which Developer holds a Permit, at concentration levels or in quantities that are required to be investigated, removed, managed or remediated pursuant to Law or Developer’s obligations under this Agreement, the presence of which was not Known or Knowable at the Setting Date and excluding, for certainty, any such substances in groundwater or surface water to the extent deemed to be Known or Knowable pursuant to Section 23.4.2 of Schedule 17 (*Environmental Requirements*).

“Unexpected Historically Significant Remains”

means any antiquities, fossils, coins, articles of value, cultural artifacts, human burial sites and remains and other similar remains of archaeological, cultural or paleontological interest on or under any part of the Right-of-Way, or of any Permit Areas (excluding Developer-risk Permit Areas) in respect of which Developer holds a Permit, which were not Known or Knowable at the Setting Date.

“Unexpected Utility Condition”

means any Utility present on the Right-of-Way, or on any Permit Areas (excluding Developer-risk Permit Areas) in respect of which Developer holds a Permit, that was not identified or was incorrectly shown, identified or described in the Utility Data, in each case excluding:

- a. any Utility to the extent it was Known or Knowable, which for such purposes shall be deemed to include any Utility that:
  - i. is located at or less than 10 feet distant from the horizontal centerline indicated therefor in the Utility Data (without regard to vertical location); and/or
  - ii. has an actual nominal diameter (excluding casings and any other appurtenances) within 12 inches of the size indicated in the Utility Data;
- b. any Utility installed on any part of the Right-of-Way after the Project License Start Date, or on any Permit Area after Developer secured a Permit providing access and/or use to or of such area; and
- c. any Service Line.

“Uniform Act”

means the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, P.L. 91-646.

“Uninsurable”

means a risk, at the time an Insurance Policy is required to be obtained or renewed:

- a. for which Insurance Policies are not available to Developer in the worldwide insurance market from Eligible Insurers on

terms required by this Agreement; or

- b. that is not generally being insured against in insurance procured in the worldwide insurance market from Eligible Insurers by contractors in relation to transportation-related infrastructure projects in the United States due to the level of the insurance premium payable for insuring such risk.

“ <u>UPRR</u> ”	means Union Pacific Railroad Company.
“ <u>UPRR Crossing</u> ”	means the existing and/or proposed crossing by the UPRR Railroad through the I-70 East corridor on the Right-of-Way as described in <u>Section 10.1.2</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
“ <u>UPRR Pepsi Lead Crossing</u> ”	means the existing and/or proposed crossing of Brighton Boulevard by the UPRR Pepsi Lead Railroad through the I-70 East corridor on the Right-of-Way as described in <u>Section 10.1.3</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
“ <u>UPRR Pepsi Lead RRA</u> ”	means the railroad agreement with respect to the UPRR Pepsi Lead Crossing between CDOT and UPRR dated [ ].
“ <u>UPRR RRA</u> ”	means the railroad agreement with respect to the UPRR Crossing among CDOT, the City of Denver and UPRR dated [ ].
“ <u>UPRR Work</u> ”	means all duties and services to be furnished and provided by the UPRR as required by the UPRR RRA and the UPRR Pepsi Lead RRA, as applicable.
“ <u>UPRR York Street Crossing</u> ”	means the existing and/or proposed crossing of York Street by the UPRR Railroad through the I-70 East corridor on the Right-of-Way as described in <u>Section 10.1.4</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
“ <u>UPRR York Street Crossing RRA</u> ”	means the railroad agreement with respect to the UPRR York Street Crossing between CDOT and UPRR dated [ ].
“ <u>URA</u> ”	means the utility relocation agreements (copies of each of which were provided in the Reference Documents) between CDOT and each of the Publicly Owned Utilities and the Private Utility Owners.
“ <u>US DOT</u> ”	means the United States Department of Transportation.
“ <u>Useful Life</u> ”	means, for an Element, the period following its first construction or installation, or following its last reconstruction, rehabilitation, restoration, renewal or replacement, until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement.
“ <u>Useful Life Baseline Requirement</u> ”	means, for any Renewal Element, the number of years specified in the “Useful Life” column for such Renewal Element in <u>Appendix B</u> to <u>Schedule 12</u> ( <i>Handback Requirements</i> ).
“ <u>Useful Life Baseline Requirements Table</u> ”	means the table set out in <u>Appendix B</u> to <u>Schedule 12</u> ( <i>Handback Requirements</i> ) (as updated in accordance with <u>Section 6.1.5</u> of <u>Schedule 11</u> ( <i>Operations and Maintenance Requirements</i> )).
“ <u>User</u> ”	means any person that is on or about the Project or any portion thereof, or is otherwise making use of the Project for any purpose.
“ <u>Utility</u> ”	means a privately, publicly or cooperatively owned line, facility and/or system for producing, transmitting or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, or any other similar commodity including:

- a. the necessary appurtenances to any such line, facility and/or system; and
- b. any Service Line connecting directly to any such line, facility and/or system, regardless of the ownership of such Service Line,

provided that, for certainty, stormwater facilities, irrigation ditches, Intelligent Transportation Systems, Variable Message Signs, video and video detection systems, traffic signals and street lighting shall not constitute "Utilities".

<u>"Utility Betterment"</u>	has the meaning given to "Betterment" in the applicable URA.
<u>"Utility Data"</u>	means the Utility Drawings, the Utility Matrix, pothole log, manhole tabulation and other Utility information provided in the Reference Documents.
<u>"Utility Drawings"</u>	means the Utility plan design sheets provided in the Reference Documents, as updated from time to time by Developer pursuant to <u>Section 4</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>"Utility Matrix"</u>	means the Construction Work "Utility Matrix" provided in the Reference Documents, as updated from time to time by Developer pursuant to <u>Section 4.3.2.c</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>"Utility No-Conflict Close Out Form"</u>	means the form provided in <u>Appendix A</u> of <u>Section 4</u> to <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>"Utility Owner"</u>	means the owner of a Utility.
<u>"Utility Permit"</u>	means a Permit issued by CDOT to permit a Utility Owner with a right under Law to have access to the Right-of-Way and any Additional Right-of-Way in order to exercise that right.
<u>"Utility Relocation"</u>	has the meaning given to "Relocation" in the applicable URA.
<u>"Utility Relocation Standards"</u>	has the meaning given to "Relocation Standards" in the applicable URA.
<u>"Utility Work"</u>	means any portion of the Construction Work relating to Utility Relocations, Utility Betterments or Requested Relocations, including but not limited to the Activities listed in <u>Section 4.2.10</u> of <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>"Utility Work Order"</u>	has the meaning given to "Work Order" in the applicable URA and shall be substantially in the form provided in <u>Appendix B</u> of <u>Section 4</u> to <u>Schedule 10</u> ( <i>Design and Construction Requirements</i> ).
<u>"Variable Message Sign"</u>	means the large dynamic display used for user alerts and notifications.
<u>"Variable Toll Message Sign"</u>	means the static sign with electronic Variable Message Sign inserts that is utilized to display the specific tolls for each segment of the corridor.
<u>"Warranted Elements"</u>	means the Elements of the Construction Work to be maintained by any of the Warranty Beneficiaries after Substantial Completion.
<u>"Warranties"</u>	has the meaning given to it in <u>Section 9.4.1</u> .
<u>"Warranty Beneficiaries"</u>	has the meaning given to it in <u>Section 9.4.2.a</u> .
<u>"Warranty Defects List"</u>	has the meaning given to it in <u>Section 9.4.5</u> .
<u>"Warranty Period"</u>	has the meaning given to it in <u>Section 9.4.3</u> .

<u>“Weekend”</u>	means the 48 hour period commencing on a Saturday at 12.00am and ending on the next Sunday at 11.59pm.
<u>“WDP”</u>	has the meaning given to it in <u>Section 5.1</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).
<u>“Work”</u>	means all of the work and services and performance of obligations, or any of it, to be undertaken or provided by Developer pursuant to this Agreement, including the Construction Work and the O&M Work.
<u>“Work Breakdown Structure”</u>	means the organized hierarchical division of Activities which shall be the basis for organizing all Work, as described in this Agreement. Requirements for the Work Breakdown Structure are set out in <u>Schedule 8</u> ( <i>Project Management</i> ).
<u>“Work Product”</u>	means any document, drawing, report, plan, calculation, application, data, work product or other material or information, regardless of form, and including any draft.
<u>“Workforce Development Goals”</u>	has the meaning given to it in <u>Section 6.3</u> of <u>Schedule 15</u> ( <i>Federal and State Requirements</i> ).
<u>“Working Day”</u>	means any Calendar Day that is not a Saturday, a Sunday or Holiday.

**Part B: Abbreviations**

Except as otherwise specified herein or as the context may otherwise require, the following abbreviations set out below are provided as references for purposes of the Technical Requirements, Table 6A.1 and Table 6A.2 only:

<u>"ABC"</u>	means aggregate base course.
<u>"AC"</u>	means alternating current.
<u>"ACL"</u>	means access control list.
<u>"ADA"</u>	means Americans with Disabilities Act.
<u>"AID"</u>	means automatic incident detection.
<u>"AHJ"</u>	means Authority Having Jurisdiction.
<u>"ALPR"</u>	means Automatic License Plate Recognition.
<u>"AMCA"</u>	means Air Movement and Control Association.
<u>"ANSI"</u>	means American National Standards Institute.
<u>"APCD"</u>	means Air Pollution Control Division.
<u>"APEN"</u>	means Air Pollution Emission Notice.
<u>"AREMA"</u>	means American Railway Engineering and Maintenance-of-Way Association.
<u>"ATM"</u>	means Active Traffic Management.
<u>"ATR"</u>	means Automatic Traffic Recorders.
<u>"AVI"</u>	means Automatic Vehicle Identification.
<u>"AVL"</u>	means Automated Vehicle Locator.
<u>"BACR"</u>	means Baseline Asset Condition Report.
<u>"BMP"</u>	means Best Management Practices.
<u>"CCD"</u>	means City and County of Denver.
<u>"CCMS"</u>	means Command, Control, and Monitoring System.
<u>"CCP"</u>	means Crisis Communications Plan.
<u>"CCTV"</u>	means Closed Circuit Television.
<u>"CDPHE"</u>	means Colorado Department of Public Health and Environment.
<u>"CDPS"</u>	means Colorado Discharge Permit System.
<u>"CDPS-SCP"</u>	means Colorado Discharge Permit System-Stormwater Construction Permit.
<u>"CFD"</u>	means Computational Fluid Dynamics Model.
<u>"CLOMR"</u>	means Conditional Letter of Map Revision.
<u>"CMS"</u>	means cable management system.
<u>"COTS"</u>	means conventional, off-the-shelf.
<u>"CPCM"</u>	means Construction Process Control Manager.
<u>"CPM"</u>	means Critical Path Method.
<u>"CPW"</u>	means Colorado Parks and Wildlife.
<u>"CRAL"</u>	means Construction of Relocation Acceptance Letter.
<u>"CSL"</u>	means cross sonic log.
<u>"CSP"</u>	means Colorado State Patrol.
<u>"CTMC"</u>	means Colorado Transportation Management Center.
<u>"CTMS"</u>	means Colorado Transportation Management Software.
<u>"CUHP/EPA-SWMM"</u>	means Colorado Urban Hydrograph Procedure/Environmental Protection Agency Storm Water Management Model.
<u>"CWCF"</u>	means Construction Work Communications Plan.
<u>"CWDM"</u>	means coarse wavelength division multiplexing.
<u>"CVS"</u>	means Cover Ventilation System.
<u>"DBE"</u>	means Disadvantaged Business Enterprise.
<u>"DCS"</u>	means Document Control System.
<u>"DPCM"</u>	means Design Process Control Manager.
<u>"DRAL"</u>	means Design of Relocation Acceptance Letter.
<u>"DRIRR"</u>	means Denver Rock Island Railroad.
<u>"DTD"</u>	means Division of Transportation Development.
<u>"DWDM"</u>	means dense wavelength division multiplexing.
<u>"ECS"</u>	means Erosion Control Supervisor.
<u>"ECWP"</u>	means Environmental Compliance Work Plan.

<u>“EDB”</u>	means extended detention basins.
<u>“EDP”</u>	means electrical distribution panels.
<u>“EIS”</u>	means Environmental Impact Statement.
<u>“EM”</u>	means Environmental Manager.
<u>“EPA”</u>	means Environmental Protection Agency.
<u>“ERP”</u>	means Emergency Response Plan.
<u>“ESAL”</u>	means 18-kip Equivalent Single Axle Loads.
<u>“ESB”</u>	means Emerging Small Business.
<u>“ETC”</u>	means Electronic Toll Collection.
<u>“FCM”</u>	means fracture critical member.
<u>“FDAS”</u>	means Fire Detection and Alarm System.
<u>“FDS”</u>	means Functional Design Specification.
<u>“FEE”</u>	means Fee interest or ownership of the fee simple estate in real property.
<u>“FFFS”</u>	means Fixed Firefighting System.
<u>“FMV”</u>	means Fair Market Value.
<u>“GUI”</u>	means graphical user interface.
<u>“GPS”</u>	means Global Positioning System.
<u>“HBP”</u>	means hot bituminous pavement.
<u>“HDPE”</u>	means high-density polyethylene.
<u>“HGL”</u>	means hydraulic grade line.
<u>“HLMR”</u>	means high load multi-rotational.
<u>“HMA”</u>	means hot mix asphalt.
<u>“HOV”</u>	means high occupancy vehicle.
<u>“HVAC”</u>	means heating, ventilation, and air conditioning.
<u>“IA”</u>	means Independent Assurance.
<u>“IAR”</u>	means Interstate Access Request.
<u>“IBC”</u>	means International Building Code.
<u>“IDQM”</u>	means Independent Design Quality Manager.
<u>“IESNA”</u>	means Illumination Engineering Society North America.
<u>“IGMP”</u>	means Internet Group Management Protocol.
<u>“IMP”</u>	means Incident Management Plan.
<u>“IQC”</u>	means Independent Quality Control.
<u>“IQCF”</u>	means Independent Quality Control Firm.
<u>“IQCM”</u>	means Independent Quality Control Manager.
<u>“INWMP”</u>	means Integrated Noxious Weed Management Plan.
<u>“IP”</u>	means Internet Protocol.
<u>“IRI”</u>	means International Roughness Index.
<u>“ISO”</u>	means International Organization for Standardization.
<u>“ITS”</u>	means Intelligent Transportation Systems.
<u>“IVR”</u>	means Interactive Voice Response.
<u>“LCD”</u>	means Liquid Crystal Display.
<u>“LED”</u>	means light emitting diode.
<u>“LEP”</u>	means Limited English Proficient.
<u>“LFD”</u>	means load factor design.
<u>“LFR”</u>	means a load factor rating.
<u>“LOMR”</u>	means Letter of Map Revision.
<u>“LP”</u>	means Lighting Protection.
<u>“LRFD”</u>	means load resistance factor design.
<u>“LRFR”</u>	means aggregate base course.
<u>“LSOH”</u>	means low smoke, zero halogen.
<u>“LUS”</u>	means Lane Use Signal.
<u>“M-E”</u>	means mechanistic-empirical.
<u>“MBTA”</u>	means Migratory Bird Treaty Act.
<u>“MEP”</u>	means mechanical, electrical, and plumbing.
<u>“MHCP”</u>	means Mile High Courtesy Patrol.
<u>“MHT”</u>	means Methods of Handling Traffic.

<u>"MMP"</u>	means Materials Management Plan.
<u>"MMP"</u>	means Maintenance Management Plan (in the context of O&M Work).
<u>"MMIS"</u>	means Maintenance Management Information System.
<u>"MOCP"</u>	means Maintenance and Operations Communications Plan.
<u>"MOT"</u>	means maintenance of traffic.
<u>"MVRD"</u>	means Microwave Vehicle Radar Detection.
<u>"MS4"</u>	means Municipal Separate Storm Sewer System.
<u>"MSE"</u>	means mechanically stabilized earth.
<u>"MTIP"</u>	means Materials Testing and Inspection Plan.
<u>"MW"</u>	means megawatts.
<u>"NCN"</u>	means Nonconformance Notice.
<u>"NCHRP"</u>	means National Cooperative Highway Research Program.
<u>"NCR"</u>	means Nonconformance Report.
<u>"NDRD"</u>	means New Development Redevelopment.
<u>"NEC"</u>	means National Electric Code.
<u>"NEPA"</u>	means the National Environmental Policy Act.
<u>"NFPA"</u>	means National Fire Protection Association.
<u>"NIOSH"</u>	means National Institute for Occupational Safety and Health.
<u>"NIST"</u>	means National Institute of Standards and Technology.
<u>"NSBA"</u>	means National Steel Bridge Alliance.
<u>"NTCIP"</u>	means National Transportation Communications for ITS Protocol.
<u>"NTP"</u>	means Notice to Proceed.
<u>"O&amp;M"</u>	means Operations and Maintenance.
<u>"OCR"</u>	means Optical Character Recognition.
<u>"OJT"</u>	means On the Job Training.
<u>"OMP"</u>	means Operations Management Plan.
<u>"OMQMP"</u>	means O&M Quality Management Plan.
<u>"OTIS"</u>	means Online Transportation Information System.
<u>"PA"</u>	means Public Address.
<u>"PC"</u>	means Process Control.
<u>"PCCP"</u>	means Portland cement concrete pavement.
<u>"PCM"</u>	means Project Communications Manager.
<u>"PDA"</u>	means Pile Driving Analyzer.
<u>"PE"</u>	means Permanent Easement.
<u>"PIARC"</u>	means Permanent International Association of Road Congresses.
<u>"PIP"</u>	means Public Information Plan.
<u>"PLC"</u>	means programmable logic controller.
<u>"PoE"</u>	means Power over Ethernet.
<u>"PMP"</u>	means Project Management Plan.
<u>"PNS"</u>	means Pacific Northwest Snow Fighters.
<u>"POSS"</u>	means Point of Slope Selection.
<u>"PQM"</u>	means Project Quality Manager.
<u>"PSQF"</u>	means Permanent Stormwater Quality Facilities.
<u>"PTFE"</u>	means polytetrafluoroethylene.
<u>"PTI"</u>	means Post-Tensioning Institute.
<u>"PUC"</u>	means Public Utility Commission.
<u>"PVC"</u>	means polyvinyl chloride.
<u>"QC"</u>	means Quality Control.
<u>"QMP"</u>	means Quality Management Plan.
<u>"QMS"</u>	means Quality Management System.
<u>"QRD"</u>	means Quality Records Database.
<u>"RAP"</u>	means Recycled Asphalt Pavement.
<u>"REC"</u>	means Recognized Environmental Condition.
<u>"RFC"</u>	means Release for Construction.
<u>"RFP"</u>	means Request for Proposals.
<u>"RHM"</u>	means Recognized Hazardous Material.

<u>“ROD”</u>	means Record of Decision.
<u>“ROW”</u>	means Right-of-Way.
<u>“RPM”</u>	means Reflective Pavement Markers.
<u>“RTD”</u>	means Regional Transportation District.
<u>“RTK”</u>	means Real Time Kinematic.
<u>“RTM”</u>	means Requirements Traceability Matrix.
<u>“RWIS”</u>	means Road Weather Information System.
<u>“SAP”</u>	means Sampling Analysis Plan.
<u>“SB”</u>	means Colorado Senate Bill.
<u>“SCADA”</u>	means Supervisory Control and Data Acquisition.
<u>“SCP”</u>	means Stormwater Construction Permit.
<u>“SFP”</u>	means small form-factor pluggable.
<u>“SMA”</u>	means stone matrix asphalt.
<u>“SMFO”</u>	means Single-Mode Fiber Optic.
<u>“SMP”</u>	means Safety Management Plan.
<u>“SMVMS”</u>	means Side Mounted Variable Message Signs.
<u>“SOLIT”</u>	means Safety of Life in Tunnels.
<u>“SOV”</u>	means single occupancy vehicle.
<u>“SPCC”</u>	means Spill Prevention Control and Countermeasures.
<u>“TCP”</u>	means Temporary Traffic Control Plan.
<u>“TDC”</u>	means Traffic Data Collection Unit.
<u>“TDM”</u>	means Travel Demand Management.
<u>“TE”</u>	means temporary easement.
<u>“TMOSS”</u>	means Terrain Modeling Survey System.
<u>“TMP”</u>	means Transportation Management Plan.
<u>“TOP”</u>	means Transportation Operations Plan.
<u>“TSS”</u>	means total suspended solids.
<u>“TTI”</u>	means Travel Time Indicators.
<u>“UBC”</u>	means Uniform Building Code.
<u>“UDFCD”</u>	means Urban Drainage and Flood Control District.
<u>“UE”</u>	means Utility easements.
<u>“UNCC”</u>	means Utility Notification Center of Colorado.
<u>“UPRR”</u>	means Union Pacific Railroad.
<u>“UPS”</u>	means Uninterruptible Power Supply.
<u>“URA”</u>	means Utility Relocation Agreement.
<u>“USFWS”</u>	means U.S. Fish and Wildlife Service.
<u>“VA”</u>	means Voice Alarm.
<u>“VCS”</u>	means ventilation control system.
<u>“VFD”</u>	means Vacuum Fluorescent Display.
<u>“VMS”</u>	means Variable Message Sign.
<u>“VTMS”</u>	means Variable Toll Message Sign.
<u>“WBS”</u>	means a Work Breakdown Structure.
<u>“WDP”</u>	means Workforce Development Plan.
<u>“WQCV”</u>	means Water Quality Capture Volume.

**Schedule 1<sup>1</sup>**  
**Financial Close**

**1. Financial Close Security**

**1.1 Delivery of Financial Close Security**

The Parties acknowledge that, pursuant to Section 7.3.1.f of Part C of the ITP, on or prior to the Agreement Date Developer delivered the Financial Close Security to the Enterprises for the purposes set out in this Schedule 1.

**1.2 Maintenance of Financial Close Security**

- (a) Developer shall monitor the status of each issuer of Financial Close Security as an Eligible Financial Institution. Developer shall promptly notify the Enterprises if at any time prior to Financial Close any issuer of Financial Close Security ceases to be an Eligible Financial Institution.
- (b) No later than 10 Working Days after Developer becomes aware of such cessation, Developer shall submit to the Enterprises new Financial Close Security issued by an Eligible Financial Institution that, together with all other outstanding and valid Financial Close Security (if any) issued by one or more Eligible Financial Institutions, shall have an aggregate undrawn value of at least \$20,000,000. Following the Enterprises' receipt of such Financial Close Security, they shall return to Developer the undrawn portion of the replaced Financial Close Security issued by any issuer that has ceased to be an Eligible Financial Institution.

**1.3 Drawing on Financial Close Security**

- (a) Developer understands and agrees that the Enterprises will be entitled to draw on the Financial Close Security (up to a maximum amount of \$20,000,000) if, and only if:
  - (i) Developer withdraws, or attempts to withdraw, any part or all of the Financial Close Security without the Enterprises' prior Approval (provided that no such Approval shall be required if Developer terminates this Agreement pursuant to Section 5.2(a) of this Schedule 1);
  - (ii) Developer fails to comply with Section 1.2(b) of this Schedule 1; or
  - (iii) the Enterprises have an entitlement to draw on the Financial Close Security pursuant to Section 5.1(b) of this Schedule 1.
- (b) The Parties acknowledge and agree that:
  - (i) forfeiture of the Financial Close Security pursuant to the terms thereof and Section 1.3(a) of this Schedule 1 are in the nature of liquidated damages and not a penalty; and
  - (ii) any amount forfeited is a fair and reasonable estimate of fair compensation to the Enterprises for the work required to procure the Project and any Losses that may accrue to the Enterprises as a result of the circumstances giving rise to such forfeiture, which amounts were impossible to ascertain as of the initial date of the delivery of the Financial Close Security.

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<sup>1</sup> This Schedule (including Annex A) will be updated prior to execution of this Agreement to reflect (a) any prior waiver by the Preferred Proposer of rights to receive the benefit of interest rate and/or credit spread protection and (b) any decision by the Preferred Proposer not to assume the use of TIFIA and/or PABs.

2. **Conditions Precedent to Achieving Financial Close<sup>2</sup>**

2.1 **Occurrence of Financial Close**

- (a) "Financial Close" will occur upon:
- (i) satisfaction (or waiver by the Enterprises) of each of the Developer Conditions Precedent; and
  - (ii) satisfaction (or waiver by Developer) of each of the Enterprise Conditions Precedent.
- (b) Without limiting or otherwise modifying any Party's obligations under this Agreement with respect to Financial Close, no later than three Working Days after the Agreement Date, Developer shall submit to the Enterprises:
- (i) for Information, a closing checklist and timeline, identifying all documents, submissions and actions necessary to achieve Financial Close by the Financial Close Deadline; and
  - (ii) for Acceptance, a protocol for calculating the Financial Close Base CPP (and, accordingly, the Base MPP) and for calculating the Base Case Equity IRR pursuant to Section 5 of Annex A to this Schedule 1 and for determining any other necessary adjustments or amendments to the Financial Model pursuant to Section 2.2(h)(i) of, and Annex A to, this Schedule 1 and pursuant to Section 28.3 of the Project Agreement.
- (c) For purposes of Sections 2.2 and 2.3 of this Schedule 1, any matter that must be "certified" by a Party shall be certified in writing by an authorized representative of such Party, such certification being in form and substance consented to by the other Party (such consent not to be unreasonably withheld).

2.2 **Developer Conditions Precedent**

Developer shall be responsible for satisfying the following conditions precedent to Financial Close.

- (a) On and from the Agreement Date through and including the Financial Close Date, Developer shall have performed and complied with all its obligations under this Agreement, and no Developer Default shall have occurred and be continuing on the Financial Close Date.
- (b) As of the Financial Close Date, each representation and warranty made by Developer pursuant to Section 5.1.1 of the Project Agreement shall be true and correct as of such date, as certified by Developer.
- (c) Developer shall have provided the Enterprises with:
- (i) a copy, certified by Developer as true, complete and accurate, of each executed Financing Document that is not also an Enterprise Closing Agreement, each of which shall be in form and substance Accepted by the Enterprises; and
  - (ii) a counterpart of each Enterprise Closing Agreement executed by all parties thereto other than the Enterprises (including other than BE acting as PABs

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<sup>2</sup> **Note to Proposers:** The Enterprises recognize that the Parties should, in limited circumstances, each be excused from their obligations to achieve Financial Close by the Financial Close Deadline where material litigation related to this Agreement or the Project, including with respect to the ROD, has been filed and remains unresolved. The Enterprises intend to add appropriate and balanced protections to address this risk in the context of this Project in a future Addendum (most likely, RFP No. 3). This may include revisions to Sections 2 and 5 of this Schedule 1. For certainty, if this Agreement were to be terminated under such circumstances (and assuming no fault on the part of Developer or a Developer-Related Entity): (a) the Enterprises would not be entitled to draw on Developer's Financial Close Security; and (b) Developer would be entitled to receive the Financial Close Termination Amount.

- Issuer), each of which shall be in form and substance Approved by the Enterprises.
- (d) Developer shall have provided the Enterprises with such documents and certificates as the Enterprises may reasonably request evidencing:
- (i) Developer's organization, existence and qualification to do business, including any articles of incorporation, bylaws, partnership agreement, joint venture agreement and/or other appropriate organizational documents and a statement of foreign entity authority, if applicable;
  - (ii) that all necessary company or partnership action has been taken by Developer to authorize the execution, delivery and performance of each Financing Document and each Enterprise Closing Agreement to which it is a party;
  - (iii) the authority, power and capacity of the individuals executing the agreements referred to in Section 2.2(d)(ii) of this Schedule 1 on behalf of Developer;
  - (iv) satisfaction, or waiver, of all conditions precedent to closing and funding the Project Debt under the Financing Documents;
  - (v) Committed Investments that satisfy the requirements of Section 26.1 of the Project Agreement;
  - (vi) Developer's irrevocable commitment, subject only to the occurrence of Financial Close, to pay the Enterprises (and/or, at the Enterprises' direction, their designee(s)) in such manner and to such accounts as the Enterprises shall, in their discretion, instruct Developer:
    - (A) \$25,000,000 pursuant to Section 3.7 of Part B of the ITP; and
    - (B) all the Enterprises', CDOT's and/or the PABs Issuer's reimbursable fees, costs and expenses associated with the issuance and subsequent administration of any PABs issued in connection with Financial Close pursuant to Section 3.2.2.c of Part B of the ITP, in the final amount notified to Developer by the Enterprises prior to the Financial Close Date; and
    - (C) all the Enterprises' and/or CDOT's reimbursable fees, costs and expenses associated with the origination, credit processing and administration of any TIFIA Financing undertaken in connection with Financial Close pursuant to Section 3.3.4.b of Part B of the ITP, in the final amount notified to Developer by the Enterprises prior to the Financial Close Date.
- (e) Developer shall have delivered to the Enterprises legal opinions to the effect set out in Part B of Schedule 22 (*Forms of Legal Opinions*) from Developer's external counsel and the Principal Subcontractors' external and (to the extent permitted by such Part B of Schedule 22 (*Forms of Legal Opinions*)) internal counsel, which opinions shall otherwise be in form and (subject to reasonable and customary assumptions and qualifications) substance Accepted by the Enterprises.
- (f) Developer shall have delivered to the Enterprises the Contractor Bonds as required pursuant to Sections 9.3.1.a.i and, if applicable, 9.3.1.c of the Project Agreement;
- (g) With respect to all Insurance Policies that are required pursuant to Section 25 of the Project Agreement and Schedule 13 (*Required Insurance*) to be in effect on and from the Financial Close Date:
- (i) such policies have been obtained from Eligible Insurers on terms that comply with Section 25.2.1 of the Project Agreement and Schedule 13 (*Required Insurance*) and are in full force and effect; and

- (ii) the Enterprises shall have received binding verifications of coverage from the relevant insurers (or Developer's insurance brokers) of such Insurance Policies, in compliance with Section 25.3 of the Project Agreement as Accepted by the Enterprises; and
- (h) On or immediately prior to the anticipated Financial Close Date, Developer shall have delivered to the Enterprises, and the Enterprises shall have Accepted:
  - (i) an unrestricted electronic version of the Financial Model, which version incorporates any amendments previously agreed by the Parties (including to reflect the Financial Close Base CPP), together with an updated "Assumptions Book" (in the form previously submitted by the Preferred Proposer pursuant to Section 6.2 of the "Financial Proposal Submission Requirements" in the ITP) and with any other documentation necessary or reasonably requested by the Enterprises to operate the Financial Model; and
  - (ii) an update to the audit report previously submitted by the Preferred Proposer pursuant to Section 6.3 of the "Financial Proposal Submission Requirements" in the ITP in respect of the Financial Model delivered pursuant to Section 2.2(h)(i) of this Schedule 1, which audit report shall otherwise comply with Section 28.4.1 of the Project Agreement.

### 2.3 Enterprises Conditions Precedent

The Enterprises shall be responsible for satisfying the following conditions precedent to Financial Close:

- (a) As of the Financial Close Date, each representation and warranty made by each Enterprise pursuant to Section 5.1.2 of the Project Agreement shall be true and correct as of such date, as certified by the Enterprises.
- (b) Subject to Developer's delivery to the Enterprises of executed counterparts of each such agreement pursuant to Section 2.2(c)(ii) of this Schedule 1, the Enterprises (including BE as PABs Issuer) shall have each (as applicable) executed, and procured execution by the State Controller of, counterparts of each Enterprise Closing Agreement.
- (c) The Enterprises shall have provided Developer with a legal opinion of the State Attorney General's Office in substantially the form of Part A of Schedule 22 (*Forms of Legal Opinions*) to this Agreement.

### 3. Achievement of Financial Close

#### 3.1 Interest Rate Fluctuation and Benchmarking

Subject to Section 4 of this Schedule 1, pursuant to Annex A to this Schedule 1 the Enterprises shall assume certain Benchmark Interest Rate and/or credit spread fluctuation risks in connection with Financial Close.

#### 3.2 Financial Close Certificate

Upon the occurrence of Financial Close in accordance with Section 2.1(a) of this Schedule 1, the Parties shall sign a certificate in such form as the Parties shall reasonably agree specifying the Financial Close Date.

#### 3.3 Actions Upon Occurrence of Financial Close

Promptly following Financial Close:

- (a) the Parties shall place the Financial Model and audit report submitted and Accepted pursuant to Section 2.2(h) of this Schedule 1 into escrow with the Escrow Agent pursuant to the terms of the Financial Model Escrow Agreement; and
- (b) the Enterprises shall return the Financial Close Security to Developer.

#### 4. Key Financial Events

##### 4.1 Parties' rights with respect to Key Financial Events

If a Key Financial Event occurs prior to Financial Close:

- (a) the Enterprises may, at any time after such Key Financial Event occurs, in their discretion and by notice to Developer:
  - (i) take any action pursuant to Section 4.2 of this Schedule 1; or
  - (ii) with or without first taking action pursuant to Section 4.2 of this Schedule 1, terminate this Agreement by notice, in which case Section 4.4 of this Schedule 1 shall apply; and
- (b) if, and only if, Section 5.2(a)(ii) of this Schedule 1 applies, Developer may terminate this Agreement by notice.

##### 4.2 Mitigation of a Key Financial Event prior to Financial Close

If a Key Financial Event has occurred, the Enterprises may, in their discretion, take any one or more of the following actions:

- (a) agree to an increase to the Base CPP, including to an amount that would result in an upward adjustment to the Base MPP of more than 10%;
- (b) with the agreement of Developer and, as necessary, the Lenders, agree to lower the amount and/or timing of the Committed Investments otherwise required in order to comply with Section 26.1 of the Project Agreement;
- (c) require Developer to introduce alternative sources of debt for Project Debt relative to those set out in the Base Financial Model, in which case, the Enterprises may require Developer to conduct a timely, transparent financing competition to identify and arrange for the lowest-priced alternative debt financing commercially available on terms reasonable satisfactory to Developer and Approved by the Enterprises, provided that Developer shall be entitled to recover from the Enterprises the reasonably incurred and documented costs and expenses associated with conducting such a funding competition; and/or
- (d) take any other action as may be proposed by any Party and mutually agreed among all the Parties.

##### 4.3 Successful mitigation of a Key Financial Event

If, following the occurrence of a Key Financial Event, either:

- (a) subject to Section 5.2(c) of this Schedule 1, the Enterprises take any one or more actions pursuant to Section 4.2 of this Schedule 1; or
- (b) following the Enterprises' election to terminate this Agreement pursuant to Section 4.1(a)(ii) of this Schedule 1, Developer delivers a notice pursuant to Section 4.4 of this Schedule 1 and, only with respect to any such notice delivered pursuant to Section 4.4(b) of this Schedule 1, Developer subsequently concluded a financing competition that identified and arranged a debt financing solution that is Approved by the Enterprises,  
then:
  - (c) to the extent applicable, this Agreement shall be amended (in a manner to be agreed among the Parties) to reflect the relevant action; and
  - (d) if requested by Developer, the Enterprises shall extend the Financial Close Deadline to the extent reasonably necessary, provided that Developer correspondingly extends the expiration date of the Financial Close Security.

#### 4.4 Enterprise Election to terminate due to a Key Financial Event

If the Enterprises make an election to terminate this Agreement pursuant to Section 4.1(a)(ii) of this Schedule 1, then, except to the extent expressly provided otherwise in Section 5.3 of this Schedule 1, this Agreement shall terminate in its entirety upon 10 Working Days' prior notice to Developer, provided that the Enterprises shall be entitled, in their discretion, to suspend their notice of termination if, within five Working Days after delivery of such notice to Developer, Developer notifies the Enterprises that:

- (a) Developer irrevocably and unconditionally agrees that any increase in the Base CPP that would otherwise apply as a result of an adjustment pursuant to Annex A to this Schedule 1 or Section 4.2(a) of this Schedule 1 would be capped such that the resulting upward adjustment to the Base MPP would not exceed 10%; and
- (b) Developer shall, at its own initiative, conduct a timely, transparent financing competition equivalent to that described in Section 4.2(c) of this Schedule 1, provided that, if Developer notifies the Enterprises pursuant to this Section 4.4(b), any suspension of Enterprises' notice of termination pursuant to this Section 4.4 shall end on the earliest of:
  - (i) the unsuccessful conclusion of such financing competition without identifying and arranging a debt financing on terms reasonable satisfactory to Developer and that is otherwise Approved by the Enterprises;
  - (ii) the successful conclusion of such financing competition with the identification and arrangement of a debt financing solution that is on terms reasonable satisfactory to Developer and that is otherwise Approved by the Enterprises (at which time such notice of termination will be deemed void); and
  - (iii) 60 Calendar Days after the date on which Developer notified the Enterprises pursuant to this Section 4.4(b).

#### 5. Termination prior to Financial Close<sup>3</sup>

##### 5.1 Termination by the Enterprises

- (a) In addition to the Enterprises' right to terminate this Agreement pursuant to Section 4.1(a)(ii) of this Schedule 1, if any Developer Condition Precedent is not satisfied (or waived) by the Enterprises on or before the Financial Close Deadline, the Enterprises may in their discretion, on or after the Financial Close Deadline, terminate this Agreement by notice with immediate effect.
- (b) If the Enterprises terminate this Agreement pursuant to Section 5.1(a) of this Schedule 1, then upon such termination becoming effective, and unless Developer has been excused from its obligation to achieve Financial Close by the Financial Close Deadline pursuant to Section 5.2(c) of this Schedule 1, the Enterprises may in their discretion draw on, and retain the proceeds of, the Financial Close Security pursuant to Section 1.3 of this Schedule 1.
- (c) In the event that the Enterprises terminate this Agreement pursuant to Section 4.1(a)(ii) of this Schedule 1, the Enterprises shall pay the Financial Close Termination Amount to Developer no later than 60 Calendar Days following such termination.

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<sup>3</sup> **Note to Proposers:** See prior note regarding material litigation risk. In a future Addendum the Enterprises will add provisions entitling the Parties to terminate this Agreement in limited circumstances related to such risk.

## 5.2 Termination by Developer

- (a) If either:
- (i) as of the Financial Close Deadline:
    - (A) each Developer Condition Precedent has been satisfied or waived (or, to the extent unsatisfied, remains unsatisfied as a direct result of the Enterprises' failure to comply with their obligations to provide assistance to Developer pursuant to Section 27.4.1 of the Project Agreement, which failure Developer has been unable to mitigate through Reasonable Efforts); and
    - (B) any Enterprise Condition Precedent has not been satisfied and has not been waived; or
  - (ii) a Key Financial Event occurs and:
    - (A) the Enterprises have notified Developer that they will not take any action, or will cease to take any action, pursuant to Section 4.2 of this Schedule 1;
    - (B) the Enterprises have taken any action pursuant to Section 4.2 of this Schedule 1, but, after taking into account any effect of such action, any of the Key Ratios and/or the Equity IRR would be less than that Key Ratio or Equity IRR, as the case may be, would have been had the relevant Key Financial Event had not occurred; or
    - (C) the Enterprises have not, within 30 Calendar Days of receiving a written request from Developer (or, if earlier, by the Financial Close Deadline if it occurs following such a written request) notified Developer of their intent to take any action pursuant to Section 4.2 of this Schedule 1,
- then Developer shall have the right to terminate this Agreement by notice to the Enterprises with immediate effect, following which the Enterprises shall return the Financial Close Security to Developer within five Working Days.
- (b) In the event that Developer terminates this Agreement pursuant to Section 5.2(a) of this Schedule 1, the Enterprises shall pay the Financial Close Termination Amount to Developer no later than 60 Calendar Days following such termination.
- (c) For certainty, unless the Enterprises otherwise terminate this Agreement pursuant to either Section 4.1(a)(ii) or Section 5.1(a) of this Schedule 1, Developer's obligation to achieve Financial Close by the Financial Close Deadline shall be excused if, and only if, it has a right to terminate this Agreement pursuant to this Section 5.2 of this Schedule 1.

## 5.3 Consequences of Termination

If this Agreement is terminated pursuant to this Schedule 1, neither Party shall have any obligation or liability to the other Party, except:

- (i) any Enterprise entitlement to draw on the Financial Close Security pursuant to this Schedule 1;
- (ii) any Enterprise obligation to pay the Financial Close Termination Amount to Developer pursuant to Section 5.1(c) or Section 5.2(b) of this Schedule 1;
- (iii) with respect to any antecedent breach of this Agreement; and
- (iv) as provided for in Section 41 of the Project Agreement.

**Annex A**  
**Interest Rate and Credit Spread Fluctuation Risk Sharing<sup>4</sup>**

**1. Changes in Financing Terms**

The Enterprises reserve the right to Approve any changes in Benchmark Interest Rates or in the debt structure that are proposed to be made at or prior to Financial Close to the extent that any such change constitutes a deviation from the assumptions in the Base Financial Model.

**2. Determination of Base Case Equity IRR**

- (a) Immediately prior to calculating any changes in the Base CPP pursuant to Sections 4 and 5 of this Annex A, the Base Financial Model shall be run to solve for a “first adjusted” Base CPP, inputting only the TIFIA Betterments and holding the Preliminary Equity IRR constant. As part of this process the Base Financial Model shall be solved for the lowest possible change in the Base CPP that does not result in a breach of any of the Key Ratios.
- (b) Following the calculations made pursuant to Section 2(a) of this Annex A, the Parties shall calculate a “second adjusted” Base CPP that is equal to:
  - (i) the Base CPP; *minus*

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<sup>4</sup> If the Preferred Proposer submits a Proposer Basis Scale that includes credit spreads that are less than those reflected in the common basis yield curve and set of baseline credit spreads issued by the Enterprises pursuant to Section 4.2.3.c.ii. of Part C of the ITP, then:

- (a) The definition of Baseline Credit Spreads will be revised to refer to the common yield curve and set of baseline credit spreads and a new term “Preferred Proposer Credit Spreads” will be added to refer to the Preferred Proposer’s “Proposer Basis Scale”.
- (b) An additional step will be added to Section 2 of this Annex A to calculate the “Proposer’s Adjusted Preliminary Equity IRR”, which will be the TIFIA Adjusted Preliminary Equity IRR” recalculated using Baseline Credit Spreads in place of the “Preferred Proposer Credit Spreads”.
- (c) Sections 4 and 5 of this Annex A shall be revised to provide as follows (as applied separately to each tranche / maturity of the Project Debt):
  - (i) if actual credit spreads exceed the Baseline Credit Spreads, the calculations in Section 5 shall be run by reference to the Proposer’s Adjusted Preliminary Equity IRR and Developer shall only be entitled to credit spread projection for actual credit spreads above the Baseline Credit Spreads (with the difference between the Preferred Proposer Credit Spreads and the Baseline Credit Spreads being Developer’s risk);
  - (ii) if actual credit spreads exceed the Preferred Proposer Credit Spreads but are less than or equal to the Baseline Credit Spreads, the calculations in Section 5 shall be run by reference to the TIFIA Adjusted Preliminary Equity IRR (and, for certainty, not the Proposer’s Adjusted Preliminary Equity IRR) and Developer shall not be entitled to any credit spread protection; and
  - (iii) if actual credit spreads are equal to or less the Preferred Proposer Credit Spreads, then the calculations in Section 5 shall be run by reference to the TIFIA Adjusted Preliminary Equity IRR (and, for certainty, not the Proposer’s Adjusted Preliminary Equity IRR) and Developer and the Enterprises shall share credit spread fluctuation risk 15%/85% relative to the Preferred Proposer’s Credit Spreads.

Worked examples:

	Preferred Proposer Credit Spreads (bps)	Common Credit Spreads (bps)	Actual Credit Spreads (bps)	Risk Sharing
<b>Scenario 1</b>	100	150	200	Developer bears risk on 100% of movements in spreads from 100bps to 150bps. 85/15 risk sharing calculated on movement in spreads from 150bps to 200bps. Calculations use “Proposer’s Adjusted Preliminary Equity IRR”, to account for Developer bearing 100% of the risk of movements in spreads from 100bps to 150bps.
<b>Scenario 2</b>	100	150	125	Developer bears risk on 100% of movements in spreads from 100bps to 125bps. Calculations use “TIFIA Adjusted Preliminary Equity IRR”.
<b>Scenario 3</b>	100	150	75	85/15 risk sharing calculated on movement in spreads from 100bps to 75bps. Calculations use “TIFIA Adjusted Preliminary Equity IRR”.

- (ii) 85% of the difference between the Base CPP and the “first adjusted” Base CPP.
- (c) Following the calculations made pursuant to Section 2(b) of this Annex A, the base Financial Model shall be run to solve for the Equity IRR (which shall be the “TIFIA Adjusted Preliminary Equity IRR” for purposes of Section 5 of this Annex A) that results from inputting the “second adjusted” Base CPP.

### 3. Market Interest Rate Protection

Subject to the Parties’ rights pursuant to Section 4.1 of Schedule 1 following the occurrence of a Key Financial Event, pursuant to Section 5 of this Annex A the Enterprises shall bear the risk and have the benefit of 100% of the impact (either positive or negative) on the Base CPP of changes in any applicable Benchmark Interest Rates over the applicable Protection Period with respect to any Bank Financing, Bond Financing and/or TIFIA Financing.

### 4. Credit Spread Fluctuation Risk Protection

- (a) Subject to the Parties’ rights pursuant Section 4.1 of Schedule 1 following the occurrence of a Key Financial Event, pursuant to Section 5 of this Annex A the Enterprises shall bear the risk and have the benefit of 85% of the impact (either positive or negative) on the Base CPP of the differences between:
  - (i) the Baseline Credit Spreads; and
  - (ii) the credit spreads for any Bond Financing (excluding any private placement that is not also an offering under Rule 144A and Regulation S of the Securities Act of 1933) as of the last day of the applicable Protection Period, excluding any increases in credit spreads in respect of bonds that are part of any Bond Financing resulting from the final credit rating of such bonds being lower than the indicative investment grade rating(s) of such bonds provided in the Preferred Proposer’s Proposal.
- (b) For certainty, Developer will bear the risk and have the benefit of 100% of the impact (either positive or negative) of the movements in margins associated with any Bank Financing, including bank lender margins and swap credit margins.

### 5. Base MPP Update Protocol

The Parties shall use the Base Financial Model to calculate the changes contemplated by Sections 4 and 5 of this Annex A, positive or negative, in the Base CPP. The Parties shall make such calculation and produce the Financial Model to be delivered pursuant to Section 2.2(h)(i) of Schedule 1 by taking the following steps, and otherwise pursuant to the protocol Accepted by the Enterprises pursuant to Section 4.1(a)(ii) of Schedule 1.

- (a) *First*, as a means of mitigating against the negative impact of any changes in Benchmark Interest Rates and credit spreads (relative to the Baseline Credit Spreads), as applicable to any Bank Financing, Bond Financing or TIFIA Financing, as described in, respectively, Sections 3 and 4(a) of this Annex A on the Key Ratios, the debt maturities shall be optimized, to the extent possible, and consequential amendments shall be made to the Base Financial Model.
- (b) *Second*, the Base Financial Model, subject to any updates resulting from the step described in Section 5(a) of this Annex A, shall be run to solve for a “first interim” Base CPP, inputting only the changes, if any, in Benchmark Interest Rates as described in Section 3 of this Annex A, and holding the “TIFIA Adjusted Preliminary Equity IRR” calculated pursuant to Section 2(c) of this Annex A constant. In addition, as part of this process the Base Financial Model shall be solved for the lowest possible change in the Base CPP that does not result in a breach of any of the Key Ratios.
- (c) *Third*, the interim Financial Model resulting from the step described in Section 5(b) of this Annex A shall be run to solve for a “second interim” Base CPP, inputting only the changes, if any, in credit spreads for any Bond Financing as described in Section 4(a) of

this Annex A, and holding the “TIFIA Adjusted Preliminary Equity IRR” calculated pursuant to Section 2(c) of this Annex A constant. In addition, as part of this process the Base Financial Model shall be solved for the lowest possible change in the Base CPP that does not result in a breach of any of the Key Ratios.

- (d) *Fourth*, an amended Base CPP (the “Financial Close Base CPP”) shall be calculated as follows:

$$\text{Financial Close Base CPP} = \text{Base CPP}^{\text{First}} + (85\% \times (\text{Base CPP}^{\text{Second}} - \text{Base CPP}^{\text{First}}))$$

where:

Base CPP<sup>First</sup> = the first interim Base CPP resulting from the step described in Section 5(b) of this Annex A

Base CPP<sup>Second</sup> = the second interim Base CPP resulting from the step described in Section 5(c) of this Annex A

- (e) *Fifth*, the interim Financial Model resulting from the step described in Section 5(b) of this Annex A shall be run to solve for the Base Case Equity IRR, inputting:
- (i) the Financial Close Base CPP; and
  - (ii) to the extent applicable, all other changes in the terms of the financing between those assumed and indicated in the Base Financial Model and those set out in or otherwise applicable under the terms of the Financing Documents as of the Financial Close Date.

**Schedule 2**  
**Representations and Warranties**

*[To be provided in a subsequent Addendum]*

**Schedule 3**  
**Commencement and Completion Mechanics**

**Part 1: Commencement of NTP1 Work**

1. In this Agreement, "NTP1 Conditions" means the following conditions, each of which shall be construed as a separate and independent condition:
  - (a) Developer shall have submitted each Deliverable which is identified as being required to be submitted prior to the issuance of NTP1 in either (x) the "Schedule" column in any of the Deliverables tables in Schedule 8 (Project Administration), Schedule 10 (Design and Construction Requirements), Schedule 11 (Operations and Maintenance Requirements), Schedule 14 (Strategic Communications), Schedule 15 (Federal and State Requirements) (other than the first two Deliverables listed in the Deliverables Table in Schedule 14 and the first Deliverable listed in the Deliverables Table in Schedule 15), Schedule 17 (Environmental Requirements) and Schedule 18 (Right-of-Way) (collectively, the "Deliverables Tables") or (y) any other part of this Agreement (excluding such Schedules), and:
    - (i) if Acceptance or Approval of any such Deliverable is required as indicated in the Deliverables Tables or otherwise by the express terms of this Agreement, Developer shall have received Acceptance or Approval, as applicable, of each such Deliverable; and
    - (ii) if any such Deliverable is required to be submitted for Information as indicated in the Deliverables Tables or otherwise by the express terms of this Agreement, the initial review period as determined pursuant to Section 6(a) of Schedule 9 (Submittals) shall have expired with respect to each such Deliverable;
  - (b) Developer shall have mobilized its quality management staff as anticipated by the Approved Stage 1 Quality Management Plan;
  - (c) no Developer Default shall have occurred and be continuing; and
  - (d) Developer shall have satisfied any other requirements and conditions that are required by the terms of this Agreement to have been satisfied prior to the issuance of NTP1 or the commencement of any NTP1 Work.
2. Pursuant to Section 9.1.a of the Project Agreement, Developer shall not be entitled to commence any NTP1 Work (other than conducting, outside the Right-of-Way, preparatory activities necessary to satisfy the NTP1 Conditions and to be prepared to begin the NTP1 Work in a timely manner after issuance of NTP1) until the Enterprises have issued NTP1 in accordance with Section 4(a) of this Part 1.
3. Developer shall notify the Enterprises promptly after it considers that all NTP1 Conditions have been satisfied.
4. The Enterprises shall promptly after receipt of a notice from Developer pursuant to Section 3 of this Part 1, and in any event within five Working Days after such receipt, either:
  - (a) if they consider that all NTP1 Conditions have been satisfied, issue a notice ("NTP1") to Developer authorizing commencement of the NTP1 Work; or
  - (b) if they do not consider that all NTP1 Conditions have been satisfied, notify Developer to such effect, specifying which NTP1 Conditions have not been satisfied and why they consider that such NTP1 Conditions have not been satisfied.
5. If the Enterprises issue a notice to Developer pursuant to Section 4(b) of this Part 1, then the procedures set out in Sections 3 and 4 of this Part 1 shall be repeated until the Enterprises issue NTP1.

**Part 2: Commencement of Construction Work and O&M During Construction Work**

1. In this Agreement, “NTP2 Conditions” means the following conditions, each of which shall be construed as a separate and independent condition:
  - (a) NTP1 shall have been issued;
  - (b) all Governmental Approvals and Permits applicable to the commencement of Construction Work and O&M Work During Construction shall have been obtained, any conditions thereto that are required to be satisfied in advance of such commencement shall have been satisfied, and Developer shall have otherwise complied with its obligations in relation to such Governmental Approvals and Permits pursuant to this Agreement, including under Section 8.4.2 of the Project Agreement and under Section 5 of Schedule 8 (Project Administration);
  - (c) Developer shall have delivered to the Enterprises:
    - (i) copies of all Governmental Approvals and Permits referred to in Section 1(b) of this Part 2; and
    - (ii) evidence that any conditions thereto that are required to be satisfied in advance of commencement of the Construction Work and O&M During Construction have been satisfied;
  - (d) Developer shall have demonstrated the functionality and use of its Maintenance Management Information System to the satisfaction of the Enterprises (acting in their discretion) and such Maintenance Management Information System shall be fully populated and operational as determined by reference to Section 7 of Schedule 11 (Operations and Maintenance Requirements);
  - (i) Developer shall have submitted to the Enterprises, and received Acceptance of, a written protocol pursuant to Section 19.1.3.d of the Project Agreement;
  - (e) Developer shall have submitted each Deliverable which is identified as being required to be submitted either (1) prior to the issuance of NTP2 or (2) a specified number of days after the issuance of NTP1, either (x) in the “Schedule” column in any of the Deliverables Tables (other than the third Deliverable listed in the Deliverables Table in Schedule 14 (Strategic Communications)) or (y) any other part of this Agreement (excluding such Schedules), and:
    - (i) if Acceptance or Approval of any such Deliverable is required as indicated in the Deliverables Tables or otherwise by the express terms of this Agreement, Developer shall have received Acceptance or Approval, as applicable, of each such Deliverable; and
    - (ii) if any such Deliverable is required to be submitted for Information as indicated in the Deliverables Tables or otherwise by the express terms of this Agreement, the initial review period as determined pursuant to Section 6(a) of Schedule 9 (Submittals) shall have expired with respect to each such Deliverable;
  - (f) Developer shall have delivered to the Enterprises the Contractor Bonds as required pursuant to Section 9.3.1.a.i of the Project Agreement;
  - (g) no Developer Default shall have occurred and be continuing; and
  - (h) Developer shall have satisfied any other requirements and conditions that are required by the terms of this Agreement to have been satisfied prior to the issuance of NTP2 and the commencement of the Construction Work and O&M Work During Construction (other than Snow and Ice Control Services).

2. Pursuant to Section 9.1.b of the Project Agreement, Developer shall not be entitled to:
  - (a) commence any Construction Work or O&M Work During Construction until the Enterprises have issued NTP2 in accordance with Sections 4(a) and 5 of this Part 2; or
  - (b) commence any specific aspect of the Construction Work or O&M Work During Construction pursuant to this Agreement until any applicable condition to such commencement specified in this Agreement (including in Schedule 8 (Project Administration), Schedule 10 (Design and Construction Requirements) and Schedule 11 (Operations and Maintenance Requirements)) has been satisfied.
3. Developer shall notify the Enterprises promptly after it considers that all NTP2 Conditions have been satisfied.
4. The Enterprises shall promptly after receipt of a notice from Developer pursuant to Section 3 of this Part 2 and, in any event, within five Working Days after such receipt either:
  - (a) if they consider that all NTP2 Conditions have been satisfied, issue a notice to Developer to such effect; or
  - (b) if they do not consider that all NTP2 Conditions have been satisfied, notify Developer to such effect, specifying which NTP2 Conditions have not been satisfied and why they consider that such NTP2 Conditions have not been satisfied.
5. If:
  - (a) the Financial Close Date has occurred prior to, or is the same date as, the date of issuance by the Enterprises of a notice pursuant to Section 4(a) of this Part 2, then such notice shall constitute "NTP2"; or
  - (b) if the Enterprises issue a notice pursuant to Section 4(a) of this Part 2 prior to the Financial Close Date, they shall issue a further notice on the Financial Close Date which shall constitute "NTP2".
6. If the Enterprises issue a notice to Developer pursuant to Section 4(b) of this Part 2, then the procedures set out in Sections 3 and 4 of this Part 2 shall be repeated until the Enterprises issue NTP2 in accordance with Sections 4(a) and 5 of this Part 2.

**Part 3: Commencement of Snow and Ice Control Services<sup>1</sup>**

1. In this Agreement, "NTP3 Conditions" means the following conditions:
  - (a) NTP1 and NTP2 shall have been issued; and
  - (b) Financial Close shall have occurred.
2. Subject to the obligations of Developer to perform Snow and Ice Control Services pursuant to Section 2.2.2.b of Schedule 11 (Operations and Maintenance Requirements) (which obligations shall arise whether or not either (1) NTP3 has been issued or (2) the Snow and Ice Control Commencement Date has occurred), pursuant to Section 9.1.c of the Project Agreement, Developer shall not be entitled to:
  - (a) commence Snow and Ice Control Services pursuant to this Agreement until:
    - (i) the Enterprises have issued NTP3 in accordance with this Part 3; and
    - (ii) the Snow and Ice Control Commencement Date has occurred; and
  - (b) commence any specific aspect of Snow and Ice Control Services pursuant to this Agreement until any applicable condition to such commencement specified in this Agreement (including in Schedule 8 (Project Administration), Schedule 10 (Design and Construction Requirements) and Schedule 11 (Operations and Maintenance Requirements)) has been satisfied.
3. After satisfaction of the NTP3 Conditions, the Enterprises shall at any time thereafter issue a notice ("NTP3") to Developer authorizing and requiring commencement of Snow and Ice Control Services pursuant to Section 2.2.1 of Schedule 11 (Operations and Maintenance Requirements) on the date specified in such notice (the "Snow and Ice Control Commencement Date"), which date shall be no earlier than: (a) July 1, 2018; and (b) 30 Calendar Days after the date of such notice.

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<sup>1</sup> **Note to Proposers:** For various reasons, the Procuring Authorities have decided that it is appropriate for CDOT to retain responsibility for provision of Snow and Ice Control Services until July 1, 2018 and for Developer only to assume responsibility for such services from that date. As a consequence, if Preferred Proposer elects to use the Maintenance Yard, the Enterprises will agree in the Agreement to provide exclusive use of the Maintenance Yard to Developer from the Snow and Ice Control Commencement Date (as defined in this Part 3). However, contrary to the indication in this footnote issued in Addendum No. 1, it is no longer intended that the Agreement will contemplate shared use of the Maintenance Yard from NTP2 until the Snow and Ice Control Commencement Date.

#### Part 4: Milestone Completion

1. In this Agreement, "Milestone Completion Conditions" means, in respect of any Payment Milestone, the following conditions, each of which shall be construed as a separate and independent condition:
  - (a) Subject only to completion of:
    - (i) any Milestone Completion Punch List Items in respect of the relevant Payment Milestone; and
    - (ii) any Construction Work completion of which constitutes a Final Acceptance Condition,  
  
Developer shall have completed the Construction Work related to the relevant Payment Milestone in accordance with this Agreement including:
      - (A) the repair, replacement or correction and full remediation of all Defects and the remediation of all Nonconforming Work pursuant to Section 6.5 of Schedule 8 (*Project Administration*); and
      - (B) any such Construction Work related to Local Agency Roadways,  
  
including such that:
        - (C) in the case of all Payment Milestones, the infrastructure constituting the relevant Payment Milestone is in a condition that can be operated for normal and safe vehicular travel in all lanes and at all points of entry and exit; and
        - (D) in the case of Payment Milestone 3 and Payment Milestone 4, the traffic shall have been properly transferred on to the infrastructure constituting such Payment Milestone pursuant to Schedule 10 (*Design and Construction Requirements*);
  - (b) Developer shall have provided the Enterprises with a written certificate, in form and substance reasonably acceptable to the Enterprises, that no Closures on the infrastructure constituting such Payment Milestone are required or expected for the remainder of the Construction Period other than Excused Closures;
  - (c) Developer shall have complied with Sections 3.5.6, 3.5.7 and 3.5.8 of Schedule 10 (*Design and Construction Requirements*) as relevant to such Payment Milestone, and each time period referenced therein shall have expired;
  - (d) Developer shall have conducted, and provided the Enterprises with an opportunity to witness, all tests and inspections necessary to provide measurement records for each Element of the relevant Payment Milestone in accordance with the Performance and Measurement Table set out in Appendix A-1 to Schedule 11 (*Operations and Maintenance Requirements*) and Developer's Approved Quality Management Plan;
  - (e) any systems and equipment in relation to the relevant Payment Milestone installed by Developer shall comply, in all respects, with applicable Law, shall be fully operational and functional, and shall have passed any tests and inspections required under this Agreement, subject only to completion of:
    - (i) any Milestone Completion Punch List Items in respect of the relevant Payment Milestone; and
    - (ii) any Construction Work completion of which constitutes a Final Acceptance Condition;
  - (f) Developer shall have delivered to the Enterprises all reports, data and documentation relating to such tests and inspections as are referred to in Section 1(e) of this Part 4;

- (g) a Milestone Completion Punch List for the relevant Payment Milestone shall have been Approved by the Enterprises;
  - (h) Developer shall have submitted certificates in respect of the relevant Payment Milestone in the form and content as required by Section 6.4.3.b.i of Schedule 8 (*Project Administration*);
  - (i) Developer shall have provided the Enterprises with lien waivers as required pursuant to Section 4(c) of Schedule 5 (*Milestone Payments*);
  - (j) no Developer Default shall have occurred and be continuing; and
  - (k) Developer shall have satisfied any other requirements and conditions that are required by the terms of this Agreement to have been satisfied prior to completion of such Payment Milestone.
2. Developer shall provide the Enterprises with at least 40 Working Days' advance notice of the date of the expected Milestone Completion of any Payment Milestone, which notice shall expressly and conspicuously state that it is being delivered pursuant to this Section 2 of Part 4 of this Schedule 3.
3. During the 40 Working Day period following receipt by the Enterprises of a notice pursuant to Section 2 of this Part 4, Developer and the Enterprises shall meet, confer and exchange information on a regular and cooperative basis, and the Enterprises shall conduct:
- (a) an inspection of the Construction Work comprising the relevant Payment Milestone and its components (which may be conducted jointly with FHWA and/or CDOT pursuant to Section 21.1.1.a. of the Project Agreement); and
  - (b) such other investigation and review of reports, data and documentation, as in each case may be necessary (as determined in the Enterprises' discretion) to evaluate whether all of the applicable Milestone Completion Conditions in respect of the relevant Payment Milestone have been satisfied.
4. After Developer has given a notice pursuant to Section 2 of this Part 4 in respect of a Payment Milestone, Developer shall provide the Enterprises a further notice when Developer considers that all applicable Milestone Completion Conditions have been satisfied, which notice shall include a written certification, in form and substance reasonably acceptable to the Enterprises, that all applicable Milestone Completion Conditions in respect of the relevant Payment Milestone have been satisfied.
5. Within five Working Days after receipt of a notice and certification pursuant to Section 4 of this Part 4, the Enterprises shall either:
- (a) if they consider that all applicable Milestone Completion Conditions have been satisfied, issue a certificate to such effect (a "Milestone Completion Certificate"), and the date of such Milestone Completion Certificate shall be the "Milestone Completion Date"; or
  - (b) if they do not consider that all applicable Milestone Completion Conditions have been satisfied, notify Developer to such effect, specifying which Milestone Completion Conditions have not been satisfied and why they consider that such Milestone Completion Conditions have not been satisfied.
6. If the Enterprises issue a notice to Developer pursuant to Section 5(b) of this Part 4, then the procedures set out in Sections 2 to 5 of this Part 4 shall be repeated until the Enterprises issue a Milestone Completion Certificate in respect of the relevant Payment Milestone.

### Part 5: Substantial Completion

1. In this Agreement, "Substantial Completion Conditions" means the following, each of which shall be construed as a separate and independent condition:
  - (a) the Milestone Completion Date shall have occurred in respect of each of the Payment Milestones and all Milestone Completion Conditions in respect of all Payment Milestones shall remain satisfied;
  - (b) the Enterprises shall have Approved Developer's completion of all Milestone Completion Punch List Items;
  - (c) Developer shall have completed the Construction Work for the Project in accordance with this Agreement, including:
    - (i) the repair, replacement or correction and full remediation of all Defects; and
    - (ii) the remediation of all Nonconforming Work pursuant to Section 6.5 of Schedule 8,  
including such that the Project is in a condition that can be open to traffic (subject only to completion of (A) any Substantial Completion Punch List Items and (B) any Construction Work the completion of which constitutes a Final Acceptance Condition);
  - (d) Developer shall have provided the Enterprises with a written certificate, in form and substance reasonably acceptable to the Enterprises, that no Closures are required or expected during the Operating Period other than (i) Excused Closures and (ii) Permitted Operating Period Closures;
  - (e) Developer shall have complied with Sections 3.5.6, 3.5.7 and 3.5.8 of Schedule 10 (Design and Construction Requirements), and each time period referenced therein shall have expired;
  - (f) Developer shall have conducted, and provided the Enterprises an opportunity to witness, all tests and inspections necessary to provide measurement records for each Element of the entire Project in accordance with the Performance and Measurement Tables and Developer's Approved Quality Management Plan;
  - (g) Developer shall have delivered to the Enterprises the Contractor Bonds as required pursuant to Section 9.3.1.a.ii of the Project Agreement;
  - (h) the Enterprises shall have Approved any updates:
    - (i) that Developer has submitted to the Enterprises pursuant to Section 4.2.7 of Schedule 11 (Operations and Maintenance Requirements); and
    - (ii) to the Performance and Measurement Table set out in Appendix A-2 to Schedule 11 (Operations and Maintenance Requirements);
  - (i) any systems and equipment installed by Developer shall comply, in all respects, with applicable Law, shall be fully operational and functional, and shall have passed any tests and inspections required under this Agreement, subject only to completion of:
    - (i) any Substantial Completion Punch List Items; and
    - (ii) any Construction Work the completion of which constitutes a Final Acceptance Condition;
  - (j) Developer shall have delivered to the Enterprises all reports, data and documentation relating to such tests and inspections as are referred to in Section 1(i) of this Part 5;
  - (k) a Substantial Completion Punch List shall have been Approved by the Enterprises;

- (l) if any Governmental Authority, Railroad or Utility Owner with jurisdiction over any portion of the Project requires any form of certification of design, engineering or construction with respect to such portion, including any certifications or approvals required under any Permit or Governmental Approval, Developer shall have caused such certificates or approvals to be executed and delivered and shall have concurrently provided copies of such certificates or approvals to the Enterprises;
  - (m) Developer shall have submitted each Deliverable which is identified as being required to be submitted prior to issuance of Substantial Completion in the "Schedule" column in any of the Deliverables Tables and:
    - (i) if Acceptance or Approval of any such Deliverable is required as indicated in the Deliverables Tables, Developer shall have received Acceptance or Approval, as applicable, of each such Deliverable; and
    - (ii) if any such Deliverable is required to be submitted for Information as indicated in the Deliverables Tables, the initial review period as determined pursuant to Section 6(a) of Schedule 9 (Submittals) shall have expired with respect to each such Deliverable;
  - (n) Developer shall have submitted certificates in respect of Substantial Completion in the form and content as required by Section 6.4.3.b.i of Schedule 8 (Project Administration);
  - (o) with respect to all Insurance Policies that are required by Section 25 and Schedule 13 (Required Insurances) to be in effect on and from the Substantial Completion Date:
    - (i) such policies shall have been obtained from Eligible Insurers on terms that comply with Section 25 and Schedule 13 (Required Insurances) and shall be in full force and effect; and
    - (ii) the Enterprises shall have received binding verifications of coverage from the relevant insurers (or Developer's insurance brokers) of such Insurance Policies, in compliance with Section 25.3.5 of the Project Agreement as Accepted by the Enterprises;
  - (p) Developer shall have provided the Enterprises with lien waivers as required pursuant to Section 4(c) of Schedule 5 (Milestone Payments);
  - (q) no Developer Default shall have occurred and be continuing; and
  - (r) Developer shall have satisfied any other requirements and conditions that are required by the terms of this Agreement to have been satisfied prior to Substantial Completion.
2. Developer shall provide the Enterprises with 40 Working Days' advance notice of the date of expected Substantial Completion, which notice shall expressly and conspicuously state that it is being delivered pursuant to this Section 2 of Part 5 of this Schedule 3.
3. During the 40 Working Day period following receipt by the Enterprises of a notice pursuant to Section 2 of this Part 5, Developer and the Enterprises shall meet, confer and exchange information on a regular and cooperative basis, and the Enterprises shall conduct:
- (a) an inspection of the entire Project and its components (including all Milestone Completion Punch List Items) (which may be conducted jointly with FHWA and/or CDOT pursuant to Section 21.1.1.a. of the Project Agreement); and
  - (b) such other investigation and review of reports, data and documentation, as in each case may be necessary (as determined in the Enterprises' discretion) to evaluate whether all of the Substantial Completion Conditions have been satisfied.
4. After Developer has given a notice pursuant to Section 2 of this Part 5, Developer shall provide the Enterprises a further notice when Developer considers that all Substantial Completion Conditions have been satisfied, which notice shall include a written certification, in form and

- substance reasonably acceptable to the Enterprises, that all Substantial Completion Conditions have been satisfied.
5. Within five Working Days after receipt of a notice and certification pursuant to Section 4 of this Part 5, the Enterprises shall either:
    - (a) if they consider that all applicable Substantial Completion Conditions have been satisfied, issue a certificate to such effect (a "Substantial Completion Certificate"), and the date of such Substantial Completion Certificate shall be the "Substantial Completion Date"; or
    - (b) if they do not consider that all Substantial Completion Conditions have been satisfied, notify Developer to such effect, specifying which Substantial Completion Conditions have not been satisfied and why they consider that such Substantial Completion Conditions have not been satisfied.
  6. If the Enterprises issue a notice to Developer pursuant to Section 5(b) of this Part 5, then the procedures set out in Sections 2 to 5 of this Part 5 shall be repeated until the Enterprises issue a Substantial Completion Certificate.

### Part 6: Final Acceptance

1. In this Agreement, “Final Acceptance Conditions” means the following, each of which shall be construed as a separate and independent condition and, except where expressly provided to the contrary, shall not be limited or restricted by reference to or inference from the terms of this Agreement or any other condition:
  - (a) the Substantial Completion Date shall have occurred and all Substantial Completion Conditions shall remain satisfied;
  - (b) the Enterprises shall have Approved Developer’s completion of all Substantial Completion Punch List Items;
  - (c) all previously identified Defects shall have been repaired, replaced or otherwise corrected and fully remedied as required by this Agreement and all Nonconforming Work shall have been remedied pursuant to Section 6.5 of Schedule 8 (Project Administration);
  - (d) Developer shall have provided the Enterprises with a written certificate, in form and substance reasonably acceptable to the Enterprises, that no Closures are required or expected during the Operating Period other than (i) Excused Closures and (ii) Permitted Operating Period Closures;
  - (e) the Enterprises shall have received and Accepted a complete set of As-Built survey sheets for the Project in the form and content as required by Schedule 10 (Design and Construction Requirements);
  - (f) the Enterprises shall have received and Accepted a complete set of the As-Built drawings in the form and content required by Section 5 of Schedule 10 (Design and Construction Requirements);
  - (g) Developer shall have submitted certificates in respect of Final Acceptance in the form and content as required by Section 6.4.3.b.i of Schedule 8 (Project Administration);
  - (h) Developer shall have submitted each Deliverable which is identified as being required to be submitted prior to issuance of Final Acceptance in the “Schedule” column in any of the Deliverables Tables and:
    - (i) if Acceptance or Approval of any such Deliverable is required as indicated in the Deliverables Tables, Developer shall have received Acceptance or Approval, as applicable, of each such Deliverable; and
    - (ii) if any such Deliverable is required to be submitted for Information as indicated in the Deliverables Tables, the initial review period as determined pursuant to Section 6(a) of Schedule 9 (Submittals) shall have expired with respect to each such Deliverable;
  - (i) no Developer Default shall have occurred and be continuing; and
  - (j) Developer shall have satisfied any other requirements and conditions that are required by the terms of this Agreement to have been satisfied prior to Final Acceptance.
2. Developer shall provide the Enterprises with 40 Working Days’ advance notice of the date of expected Final Acceptance, which notice shall expressly and conspicuously state that it is being delivered pursuant to this Section 2 of Part 6 of this Schedule 3.
3. During the 40 Working Day period following receipt by the Enterprises of a notice pursuant to Section 2 of this Part 6, Developer and the Enterprises shall meet, confer and exchange information on a regular and cooperative basis, and the Enterprises shall conduct:
  - (a) an inspection of the entire Project and its components (including all Substantial Completion Punch List Items) (which may be conducted jointly with FHWA and/or CDOT pursuant to Section 21.1.1.a. of the Project Agreement); and

- (b) such other investigation and review of reports, data and documentation, as in each case may be necessary to evaluate whether all of the Final Acceptance Conditions have been satisfied.
- 4. After Developer has given a notice pursuant to Section 2 of this Part 6, Developer shall provide the Enterprises a further notice when Developer considers that all Final Acceptance Conditions have been satisfied, which notice shall include a written certification, in form and substance reasonably acceptable to the Enterprises, that all Final Acceptance Conditions have been satisfied.
- 5. Within five Working Days after receipt of a notice and certification pursuant to Section 4 of this Part 6, the Enterprises shall either:
  - (a) if they consider that all applicable Final Acceptance Conditions have been satisfied, issue a certificate to such effect (a "Final Acceptance Certificate"), and the date of such Final Acceptance Certificate shall be the "Final Acceptance Date"; or
  - (b) if they do not consider that all Final Acceptance Conditions have been satisfied, notify Developer to such effect, specifying which Final Acceptance Conditions have not been satisfied and why they consider that such Final Acceptance Conditions have not been satisfied.
- 6. If the Enterprises issue a notice to Developer pursuant to Section 5(b) of this Part 6, then the procedures set out in Sections 2 to 5 of this Part 6 shall be repeated until the Enterprises issue a Final Acceptance Certificate.

### Part 7: Punch List Mechanism

1. Developer shall comply with the procedures and schedules for preparing Punch Lists and for completing Punch List Items pursuant to the Developer's Approved Project Management Plan and the provisions of this Part 7.
2. Following any inspection conducted:
  - (a) pursuant to Section 3(a) of Part 4 of this Schedule 3, Developer shall promptly prepare and deliver to the Enterprises a list (a "Milestone Completion Punch List") of Punch List Items applicable to the relevant Payment Milestone ("Milestone Completion Punch List Items"), including a proposed date of completion for each item (which shall in no event be later than the then anticipated Substantial Completion Date);
  - (b) pursuant to Section 3(a) of Part 5 of this Schedule 3, Developer shall promptly prepare and deliver to the Enterprises a list (a "Substantial Completion Punch List") of Punch List Items applicable to the entire Project ("Substantial Completion Punch List Items"), including a date of proposed completion for each item (which shall in no event be later than the Final Acceptance Deadline).
3. The Enterprises shall notify Developer within 10 Working Days of receipt of any Punch List pursuant to Section 3 of this Part 7 whether they Approve the contents of such Punch List or dispute or reject the inclusion (or omission) of any Punch List Item on such Punch List.
4. Developer shall promptly commence (or, as applicable, continue) work on all Approved Punch List Items and diligently prosecute such work to completion by the date of completion specified in the Punch List and in any event no later than (i) Substantial Completion with respect to all Milestone Completion Punch Line Items and (ii) the Final Acceptance Deadline with respect to all Substantial Completion Punch List Items.
5. Developer shall, on an ongoing basis:
  - (a) (i) verify that each item on any Punch List has been corrected or completed, (ii) provide all final documentation, and (iii) perform a final review and inspection to verify that Punch List Items have been resolved, in the case of each (i)-(iii) to the satisfaction of the Enterprises (acting in their discretion); and
  - (b) provide the Enterprises with regular written updates regarding the same.

## Schedule 4 Payments

### Part 1: Construction Period

#### 1. Milestone Payments

The Enterprises shall pay the Milestone Payments to Developer in accordance with Schedule 5 (Milestone Payments) in respect of Construction Work carried out during the Construction Period.

#### 2. Monthly Deductions Reports

2.1 Developer shall submit to the Enterprises, no later than the tenth Working Day in each month that commences after the Financial Close Date (or, if earlier, the date of issuance of NTP1) and prior to the Substantial Completion Date, a report that complies with the requirements of Section 2.2 of this Part 1.

2.2 Each Monthly Deductions Report required to be submitted to the Enterprises pursuant to Section 2.1 of this Part 1 shall be in a form agreed by the Parties (acting reasonably) and shall contain the following information in relation to (unless expressly provided otherwise in this Section 2.2) the month that immediately precedes the month in which such Monthly Deductions Report is required to be submitted:

(a) details of:

- (i) each Noncompliance Event (including the nature of such event, its Noncompliance Start Time and, if such time has occurred at the date of such report, its Noncompliance Rectification Time) that accrued Noncompliance Points in the CP Deduction Month in accordance with Table 6A.1 and Part 4 of Schedule 6 (Performance Mechanism); and
- (ii) the number of Noncompliance Points that accrued in respect of each such Noncompliance Event in the CP Deduction Month (including details of how such number was calculated),

provided that, for certainty, in relation to any Noncompliance Event that occurred in (A) a month prior to the CP Deduction Month but which continued to subsist during the CP Deduction Month or (B) the CP Deduction Month but which continued to subsist after the end of the CP Deduction Month, the number of Noncompliance Points reported pursuant to this Section 2.2(a) shall be solely the number that accrued in the CP Deduction Month in accordance with Section 3 of Part 4 of Schedule 6 (Performance Mechanism);

- (b) the aggregate number of Noncompliance Points that accrued in the CP Deduction Month in respect of all Noncompliance Events in accordance with Table 6A.1 and Part 4 of Schedule 6 (Performance Mechanism);
- (c) the calculation of the Monthly Noncompliance Deduction for the CP Deduction Month;
- (d) the cumulative total of Monthly Noncompliance Deductions for all months up to and including the CP Deduction Month;
- (e) details of:
  - (i) each Non-Permitted Construction Closure (including the cause thereof, its start time and, if such time has occurred at the date of such report, its end time) that resulted in the accrual of one or more Construction Closure Deductions in the CP Deduction Month in accordance with Section 3 of Part 1 of Schedule 6 (Performance Mechanism); and
  - (ii) the amount of such Construction Closure Deductions that accrued in respect of each such Non-Permitted Construction Closure in the CP Deduction Month (including details of how such amount was calculated),

provided that, for certainty, in relation to any Non-Permitted Construction Closure that commenced in (A) a month prior to the CP Deduction Month but which continued to subsist during the CP Deduction Month or (B) the CP Deduction Month but which continued to subsist after the end of the CP Deduction Month, the amount of Construction Closure Deductions reported pursuant to this Section 2.2(e) shall be solely the number that accrued in the CP Deduction Month in accordance with Section 3.2(b) of Part 1 of Schedule 6 (*Performance Mechanism*);

- (f) the calculation of the Monthly Construction Closure Deduction for the CP Deduction Month;
  - (g) the cumulative total of Monthly Construction Closure Deductions for all months up to and including the CP Deduction Month;
  - (h) the aggregate of the amounts referred to in Sections 2.2(c) and (f) of this Part 1;
  - (i) the aggregate of the amounts referred to in Sections 2.2(d) and (g) of this Part 1;
  - (j) sufficient information to evidence whether:
    - (i) either of the Noncompliance Default Events specified in paragraph a.i or a.ii of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement; and/or
    - (ii) either of the Increased Oversight Thresholds specified in paragraph a.i or a.ii of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement,
- has occurred, which information shall include the cumulative number of Noncompliance Points accrued during each of the 12 month period and the 36 month period ending at the end of the CP Deduction Month; and
- (k) sufficient information to enable the Enterprises to determine whether either of the Closure Default Events specified in paragraph a.i or a.ii of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement has occurred, which information shall include the cumulative amount of Construction Closure Deductions accrued during the four month period and the 12 month period ending at the end of the CP Deduction Month.

Following submission of any Monthly Deductions Report pursuant to this Part 1, Developer shall provide such other information as may reasonably be requested by the Enterprises in respect of the calculation of any amounts referenced in such report.

- 2.3 The Enterprises shall notify Developer in writing (with reasons and any supporting documentation available to the Enterprises) within ten Working Days of receipt of any such Monthly Deductions Report if there is any part of such report which the Enterprises dispute, provided that a failure by the Enterprises to notify Developer of a Dispute within such period shall not constitute a waiver of their rights to do so at a later date.
- 2.4 If the Parties agree or it is determined pursuant to the Dispute Resolution Procedures that any Monthly Deductions Report was incorrect or inaccurate, then Developer shall be required (if requested by the Enterprises) to submit a corrected report and shall, in any event, reflect such correction, as appropriate, in the next Monthly Deductions Report to be submitted to the Enterprises pursuant to Section 2.1 of this Part 1 after the Parties reach agreement or the Dispute is resolved, provided that, in the event that any such inaccuracy is identified or Dispute resolved after payment of the Substantial Completion Payment, Developer shall be required to reflect the necessary adjustment, as appropriate, in the next Payment Request submitted to the Enterprises after identification of such inaccuracy or resolution of such Dispute.

## Part 2: Operating Period

### 1. Performance Payments

The Enterprises shall pay Performance Payments to Developer during the Operating Period, as calculated in accordance with Part 2 of Schedule 6 (*Performance Mechanism*).

### 2. Payment Requests

2.1 No later than the tenth Working Day in each Payment Month (other than the First Payment Month if the Substantial Completion Date occurs after the tenth Working Day of such month), Developer shall submit a payment request for the Performance Payment payable in respect of the Payment Month in which such payment request is submitted, together with a Monthly Deductions Report in accordance with Section 3 of this Part 2.

2.2 If the Substantial Completion Date occurs after the tenth Working Day of the First Payment Month, Developer shall submit a separate Payment Request for the Performance Payment payable in respect of the First Payment Month at the same time as, pursuant to Section 2.1 of this Part 2, it submits a Payment Request for the Performance Payment payable in respect of the second Payment Month.

2.3 Each Payment Request shall set out:

- (a) the amount of the Performance Payment payable in respect of the relevant Payment Month;
- (b) the agreed or determined amount of any Monthly Noncompliance Deductions and/or Operating Period Closure Deductions that accrued in any month prior to the relevant Payment Month which have not been reflected in any prior Payment Request (including as a result of the accrual or amount thereof having been in dispute);
- (c) any amount required to be reflected in such Payment Request pursuant to the proviso to Section 2.4 of Part 1 of this Schedule 4;
- (d) if such Payment Request is in respect of the First Payment Month and the Substantial Completion Deduction Amount exceeded the Substantial Completion Milestone Payment, an amount equal to such excess, provided that each Payment Request submitted after such Payment Request shall include any portion of such amount that has not been taken into account in a prior Payment Request;
- (e) any other amounts due under this Agreement from Developer to the Enterprises or from the Enterprises to Developer and not previously included in a Payment Request or Milestone Payment Request;
- (f) any adjustments to reflect over-payments and/or under-payments (each such adjustment stated separately) of any amount due prior to the relevant Payment Month (for which adjustment has not already been made);
- (g) any interest payable by the Enterprises or Developer in respect of any amount that previously became payable to, respectively, Developer or the Enterprises and not previously included in a Payment Request or Milestone Payment Request; and
- (h) the net amount owing to Developer by the Enterprises or by Developer to the Enterprises in respect of the relevant Payment Month.

2.4 Each Payment Request shall be accompanied by:

- (a) work papers clearly setting out the derivation of all amounts set out in the Payment Request to the extent not detailed in the Monthly Deductions Report submitted at the same time as such Payment Request; and
- (b) lien waivers duly executed by:
  - (i) Developer;

- (ii) all Subcontractors that performed Work during the relevant Payment Month; and
- (iii) if the Enterprises in their discretion elected to pay the amount of the Payment Request submitted in respect of any previous Payment Month notwithstanding the failure by Developer to have delivered a lien waiver that complies with the requirements of this Section 2.4(b) from any Subcontractor, any such Subcontractor,

all of which waivers shall be in the form required by the applicable provisions of Section 6 of Part 3 of this Schedule 4.

- 2.5 The Enterprises shall notify Developer in writing (with reasons and any supporting documentation available to the Enterprises) within ten Working Days of receipt of any Monthly Deductions Report or Payment Request if there is any part of such report or Payment Request which the Enterprises dispute, provided that a failure by the Enterprises to notify Developer of a Dispute within such period shall not constitute a waiver of their rights to do so at a later date.
- 2.6 The Enterprises shall pay Developer within 45 Calendar Days of the receipt of a Payment Request which is accurate and complete in accordance with the terms of this Schedule 4.
- 2.7 If:
- (a) the Parties agree or it is determined pursuant to the Dispute Resolution Procedures that any Monthly Deductions Report and/or Payment Request was incorrect or inaccurate, then Developer shall be required to submit a corrected report and/or Payment Request, as the case may be; or
  - (b) the inaccuracy was identified or the Dispute resolved after the payment of the amount set out in the Payment Request affected by such inaccuracy, the necessary adjustment(s) shall be reflected, as appropriate, in the next Monthly Deductions Report and/or Payment Request to be submitted to the Enterprises after the Parties reach agreement or the Dispute is resolved.
- 2.8 In no event shall the Enterprises be obligated to pay interest on any late payments arising due to any such inaccuracies.
- 2.9 The Enterprises may delay payment of the final Performance Payment to be made under this Agreement prior to the Expiry Date for an additional 30 Calendar Days in order to verify the Monthly Deductions Report and Payment Request applicable to such final payment and to allow time for the receipt and verification by the Procuring Authorities of the report submitted pursuant to Section 3.1 of this Part 2 in respect of the Final Payment Month. The Enterprises shall also be entitled to deduct from the Performance Payment otherwise payable in respect of the Final Payment Month the amount of the Monthly Noncompliance Deduction and Operating Period Closure Deductions that accrue in the Final Payment Month.
- 3. Monthly Deductions Reports**
- 3.1 Each Payment Request shall be accompanied by a report that complies with the requirements of Section 3.2 of this Part 2. In addition, at a date in the Final Payment Month to be agreed between the Parties, Developer shall submit a report that complies with such requirements, which report shall provide the required information in respect of the Final Payment Month (such that, for the purposes of such report, references to the OP Deduction Month in Section 3.2 of this Part 2 shall be deemed to be references to the Final Payment Month).
- 3.2 Each Monthly Deductions Report required to be submitted to the Enterprises pursuant to Section 3.1 of this Part 2 shall be in a form agreed by the Parties (acting reasonably) and shall contain the following information in relation to (unless expressly provided otherwise in this Section 3.2) the month that immediately precedes the month in which such Monthly Deductions Report is required to be submitted (in the case of each such Monthly Deductions Report, such preceding month, the "OP Deduction Month");

- (a) details of:
- (i) each Noncompliance Event (including the nature of such event, its Noncompliance Start Time and, if such time has occurred at the date of such report, its Noncompliance Rectification Time) that accrued Noncompliance Points in the OP Deduction Month in accordance with Table 6A.2 and Part 4 of Schedule 6 (*Performance Mechanism*); and
  - (ii) the number of such Noncompliance Points that accrued in respect of each such Noncompliance Event (including details of how such number was calculated),  
provided that, for certainty, in relation to any such Noncompliance Event that occurred in (A) a month prior to the OP Deduction Month but which continued to subsist during the OP Deduction Month or (B) the OP Deduction Month but which continued to subsist after the end of the OP Deduction Month, the number of Noncompliance Points reported pursuant to this Section 3.2(a) shall be solely the number that accrued in the OP Deduction Month in accordance with Section 3 of Part 4 of Schedule 6 (*Performance Mechanism*);
- (b) the aggregate number of Noncompliance Points that accrued in the OP Deduction Month in respect of all Noncompliance Events in accordance with Table 6A.2 and Part 4 of Schedule 6 (*Performance Mechanism*);
- (c) the calculation of the Monthly Noncompliance Deduction for the OP Deduction Month;
- (d) the cumulative total of Monthly Noncompliance Deductions for all months up to and including the OP Deduction Month;
- (e) details of:
- (i) each Non-Permitted Operating Period Closure (including the cause thereof, its start time and, if such time has occurred at the date of such report, its end time) that resulted in the accrual of one or more Operating Period Closure Deductions in the OP Deduction Month in accordance with Section 3 of Part 3 of Schedule 6 (*Performance Mechanism*) and Part 5 of Schedule 6 (*Performance Mechanism*); and
  - (ii) the amount of such Operating Period Closure Deductions that accrued in respect of each such Operating Period Closure Event in the OP Deduction Month (including details of how such amount was calculated),  
provided that, for certainty, in relation to any Non-Permitted Operating Period Closure that commenced (A) in a month prior to the OP Deduction Month but which continued to subsist during the OP Deduction Month or (B) in the OP Deduction Month but which continued to subsist after the end of the OP Deduction Month, the amount of Operating Period Closure Deductions reported pursuant to this Section 3.2(e) shall be solely the number that accrued in the OP Deduction Month in accordance with Section 1.2 of Part 5 of Schedule 6 (*Performance Mechanism*);
- (f) the calculation of the Monthly Operating Period Closure Deduction for the OP Deduction Month;
- (g) the cumulative total of Monthly Operating Period Closure Deductions for all months up to and including the OP Deduction Month;
- (h) the calculation of the Monthly Performance Deduction for the OP Deduction Month, being the aggregate of the amounts referred to in Sections 3.2(c) and (f) of this Part 2;
- (i) the cumulative total of Monthly Performance Deductions for all months up to and including the OP Deduction Month, being the aggregate of the amounts referred to in Sections 3.2(d) and (g) of this Part 2;

- (j) sufficient information to evidence whether:
  - (i) either of the Noncompliance Default Events specified in paragraph b.i or b.ii of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement; and/or
  - (ii) either of the Increased Oversight Thresholds specified in paragraph b.i or b.ii of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement,has occurred, which information shall include the cumulative number of Noncompliance Points accrued during each of the 12 month period and the 36 month period ending at the end of the OP Deduction Month; and
- (k) sufficient information to enable the Enterprises to determine whether any of the Closure Default Events specified in paragraph b.i, b.ii or b.iii of the definition thereof in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement has occurred, which information shall include the cumulative amount of Operating Period Closure Deductions accrued during the one month period, the four month period and the 12 month period ending at the end of the OP Deduction Month.

Following submission of any Monthly Deductions Report pursuant to this Part 2, Developer shall provide such other information as may reasonably be requested by the Enterprises in respect of the calculation of any amounts referenced in such report.

### Part 3: General

#### 1. **Payments by the Department**

Developer agrees that, to the extent that CDOT makes payment to Developer of any amount payable under this Agreement, such payment shall, to the extent of the amount paid by CDOT, be deemed to have discharged the obligation of the Enterprises to make the relevant payment under this Agreement.

#### 2. **Due Date**

Unless expressly provided otherwise, the due date for all payments under this Agreement shall be the date which is 45 Calendar Days (in the case of payments to be made by the Enterprises) and 30 Calendar Days (in the case of payments to be made by Developer) after receipt of written request therefor by the Party from which payment is claimed (together with such supporting documentation as is required under this Agreement or reasonably requested by such Party).

#### 3. **Default Interest**

In the event that any of the Parties fails to pay any amount under this Agreement on the due date therefor, or any of the Parties makes an over-payment of any amount, the Parties have agreed that interest:

- (a) calculated at the Default Interest Rate and on the basis of a 360 day year for the actual days elapsed, shall be added to any late payment from and excluding the due date to and including the date of payment; or
- (b) in the amount earned in respect of any over-payment by the recipient of such over-payment, shall be credited to the Party that made the over-payment from and excluding the date of over-payment to and including the date on which the Party that made the over-payment receives credit therefor.

#### 4. **Disputed Amounts**

4.1 Notwithstanding any other provision of this Agreement, the Enterprises shall have the right to dispute any amount specified in a Milestone Payment Request, Payment Request or Monthly Deductions Report, in which event the Enterprises shall pay the amount of the Milestone Payment Request or Payment Request in question that is not in dispute and will be entitled to withhold the balance pending resolution of the Dispute.

4.2 Developer shall have the right to dispute any determination by the Enterprises that a Milestone Payment Request, Payment Request or Monthly Deductions Report is incomplete and/or incorrect in a material respect.

4.3 Any amount determined to be due pursuant to the Dispute Resolution Procedures shall be paid within 45 Calendar Days (in the case of payments to be made by the Enterprises) and 30 Calendar Days (in the case of payments to be made by Developer) following resolution of the Dispute, together with interest thereon in accordance with Section 3 of this Part 3, provided that in no event shall the Enterprises be obligated to pay interest on any late payments arising due to any inaccuracy in a Milestone Payment Request, Payment Request or Monthly Deductions Report.

#### 5. **Set-off**

Notwithstanding any other provision of this Agreement:

- (a) the Enterprises may set-off against any amount owing to Developer under this Agreement any amount which is agreed or determined to be due from Developer under this Agreement, including:
  - (i) any funds that must be withheld pursuant to the requirements of C.R.S. §38-26-107(2) and the amount of all loss, damage, cost or expense (including reasonable attorneys' fees (including the fees of the State's Attorney General's Office)), arising out of any claim, lien or action by Developer or any

Subcontractor against the Enterprises, CDOT or the Project with respect to the claims, rights and liens waived and released pursuant to any lien waiver executed pursuant to the Sections of this Schedule 4 and Schedule 5 (Milestone Payments) referred to in Section 6 of this Part 3;

- (ii) any amount that the Enterprises are entitled to deduct from the Performance Payments pursuant to Section 4.2(c) of Schedule 12 (Handback Requirements); and
  - (iii) any amounts permitted to be withheld in accordance with Section 53.7 of the Project Agreement.
- (b) Developer may set-off against any amount owing to the Enterprises under this Agreement any amount which is agreed or determined to be due from the Enterprises under this Agreement.

**6. Lien Waivers**

- (a) Any lien waiver required to be executed by Developer pursuant to Section 2.4(b)(i) of Part 2 of this Schedule 4 or Section 4(c)(i) of Schedule 5 (Milestone Payments) shall be:
- (i) with respect to any payment prior to the final payment referred to in Section 6(a)(ii) of this Part 3, substantially in the form set out in Appendix A to this Schedule 4; and
  - (ii) with respect to the final Performance Payment to be paid under this Agreement, substantially in the form set out in Appendix B to this Schedule 4.
- (b) Any lien waiver required to be executed by a Subcontractor pursuant to Section 2.4(b)(ii) or 2.4(b)(iii) of Part 2 of this Schedule 4 or Section 4(c)(ii) or 4(c)(iii) of Schedule 5 (Milestone Payments) shall be:
- (i) if, at the time of execution of such lien waiver, the Subcontractor has not yet become entitled to receive the final payment under its Subcontract, substantially in the form set out in Appendix C to this Schedule 4; and
  - (ii) if, at the time of execution of such lien waiver, the Subcontractor has received the final payment under its Subcontract, substantially in the form set out in Appendix D to this Schedule 4.

**Appendix A**  
**Form of Developer Partial Lien Waiver**

**DEVELOPER PARTIAL WAIVER OF LIENS**

This partial lien waiver is issued pursuant to the requirements of the Project Agreement for the Central 70 Project dated as of [date] (the "Project Agreement"), by and among: Colorado High Performance Transportation Enterprise ("HPTE"), a government-owned business within, and a division of, the Colorado Department of Transportation ("CDOT"); Colorado Bridge Enterprise, a government-owned business within CDOT (together with HPTE and CDOT, the "Owners") and [name and legal status] (the "Developer") for the design, construction, financing, operation and maintenance of a portion of the I-70 East corridor in Greater Denver (the "Project").

**DEVELOPER:** [name]  
[address]

**OWNERS:** Colorado High Performance Transportation Enterprise  
Address:  
c/o Colorado Department of Transportation  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Bridge Enterprise  
Address:  
c/o Colorado Department of Transportation  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Department of Transportation  
Address:  
4201 East Arkansas Avenue  
Denver, Colorado 80222

**PAYMENT AMOUNT:** \$[amount] [Developer to specify amount of the relevant Milestone Payment Request or Payment Request]

**DATE:** [month][day], [year] ("Waiver Date")

**PAYMENT DESCRIPTION**

**AND NUMBER:** [details to be included by Developer]

1. The undersigned is a contractor who has furnished labor, laborers, material, rental machinery, tools and/or equipment, among other services and things, in connection with the Project in its capacity as Developer pursuant to the Project Agreement (the "Work Performed").
2. The undersigned has been paid in full for all amounts it is owed to date for Work Performed through the Waiver Date, subject to collection of payment of the payment referred to above and any other payment the due date for which has not yet occurred.

3. The undersigned waives and releases all claims and rights of any kind against the Owners or the Project which the undersigned can or may have to file any liens against the Owners or the Project for Work Performed through the Waiver Date including, without limitation, any mechanic's or materialmen's liens, and any liens pursuant to C.R.S. §§ 38-26-101 through and including 38-26-110.
4. The undersigned represents and warrants that all persons or entities, if any, who have, directly or indirectly, furnished labor, laborers, material, rental machinery, tools and/or equipment to the undersigned in connection with the Work Performed have been paid in full for all amounts they are owed, subject to any payment that is dependent on collection by Developer of the payments referred to in paragraph 2 above.

***[remainder of page left intentionally blank; signature page follows]***

**DEVELOPER:**

[*company name*]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Appendix B**  
**Form of Developer Final Lien Waiver**

**DEVELOPER FINAL WAIVER OF LIENS**

This lien waiver issued pursuant to the requirements of the Project Agreement for the Central 70 Project dated as of [date] (the "Project Agreement"), by and among: Colorado High Performance Transportation Enterprise ("HPTE"), a government-owned business within, and a division of, the Colorado Department of Transportation ("CDOT"); Colorado Bridge Enterprise, a government-owned business within CDOT (together with HPTE and CDOT, the "Owners") and [name and legal status] (the "Developer") for the design, construction, financing, operation and maintenance of a portion of the I-70 East corridor in Greater Denver (the "Project").

**DEVELOPER:** [name]  
[address]

**OWNERS:** Colorado High Performance Transportation Enterprise  
Address:  
c/o Colorado Department of Transportation  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Bridge Enterprise  
Address:  
c/o Colorado Department of Transportation  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Department of Transportation  
Address:  
4201 East Arkansas Avenue  
Denver, Colorado 80222

**PAYMENT AMOUNT:** \$[amount] [Developer to specify amount of the relevant Payment Request]

**DATE:** [month][day], [year] ("Waiver Date")

**PAYMENT DESCRIPTION AND NUMBER:** [details to be included by Developer]

1. The undersigned is a contractor who has furnished labor, laborers, material, rental machinery, tools and/or equipment, among other services and things, in connection with the Project in its capacity as Developer pursuant to the Project Agreement (the "Work Performed").
2. The undersigned has been paid in full for all amounts it is owed to date for Work Performed through the Waiver Date (subject to collection of payment of the amount referred to above and any other payment the due date for which has not yet occurred), and no work remains to be

performed under the Agreement that could result in the requirement for further payments to be made to the undersigned.

3. The undersigned waives and releases all claims and rights of any kind against the Owners or the Project which the undersigned can or may have to file any liens against the Owners or the Project for Work Performed through the Waiver Date including, without limitation, any mechanic's or materialmen's liens, and any liens pursuant to C.R.S. §§ 38-26-101 through and including 38-26-110.
4. The undersigned represents and warrants that all persons or entities who have, directly or indirectly, furnished labor or materials to the undersigned in connection with the Work Performed have been paid in full for all amounts they are owed, subject to any payment that is dependent on collection by Developer of the payments referred to in paragraph 2 above.

***[remainder of page left intentionally blank; signature page follows]***

**DEVELOPER:**

[*company name*]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**Appendix C**  
**Form of Subcontractor Partial Lien Waiver**

**SUBCONTRACTOR PARTIAL WAIVER OF LIENS**

This partial lien waiver is issued pursuant to the requirements of the Project Agreement for the Central 70 Project dated as of [date] (the "Project Agreement"), by and among: Colorado High Performance Transportation Enterprise ("HPTE"), a government-owned business within, and a division of, the Colorado Department of Transportation ("CDOT"); Colorado Bridge Enterprise, a government-owned business within CDOT (together with HPTE and CDOT, the "Owners") and [name and legal status] (the "Developer") for the design, construction, financing, operation and maintenance of a portion of the I-70 East corridor in Greater Denver (the "Project").

**SUBCONTRACTOR:** [name]  
[address]

**OWNERS:** Colorado High Performance Transportation Enterprise  
Address:  
c/o Colorado Department of Transportation  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Bridge Enterprise  
Address:  
c/o Colorado Department of Transportation  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Department of Transportation  
Address:  
4201 East Arkansas Avenue  
Denver, Colorado 80222

**DATE:** [month][day], [year] ("Waiver Date")

**APPLICABLE SUBCONTRACT:** The undersigned has entered into [agreement name] with [name], dated as of [date], for [description of the work performed] in regards to the Project for the maximum amount of [amount]<sup>1</sup> (the "Agreement").<sup>2</sup>

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<sup>1</sup> Modify to reflect actual payment terms, as needed

<sup>2</sup> If the undersigned is not a Principal Subcontractor, add a sentence linking the "Agreement" to the Developer through the various tiers of Subcontractors.

1. The undersigned is a subcontractor who has furnished labor, laborers, material, rental machinery, tools and/or equipment in connection with the Project as described in the Agreement (the “Work Performed”).
2. The undersigned has been paid in full for all amounts it is owed under the Agreement to date for Work Performed through the Waiver Date, subject to collection of any payment that is dependent on Developer’s collection of any payment of the amount referenced in Developer’s payment request to which this lien waiver is attached or any other payment to Developer the due date for which has not yet occurred.
3. The undersigned waives and releases all claims and rights of any kind against the Owners or the Project which the undersigned can or may have to file any liens against the Owners or the Project for Work Performed through the Waiver Date including, without limitation, any mechanic’s or materialmen’s liens, and any liens pursuant to C.R.S. §§ 38-26-101 through and including 38-26-110.
4. The undersigned represents and warrants that all persons or entities, if any, who have, directly or indirectly, furnished labor, laborers, material, rental machinery, tools and/or equipment to the undersigned in connection with the Work Performed have been paid in full for all amounts they are owed, subject to any payment that is dependent on collection by Developer of the payments referred to in paragraph 2 above.

***[remainder of page left intentionally blank; signature page follows]***

**SUBCONTRACTOR:**

[*company name*]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**Appendix D**  
**Form of Subcontractor Final Waiver of Lien**

**SUBCONTRACTOR FINAL WAIVER OF LIENS**

This lien waiver is issued pursuant to the requirements of the Project Agreement for the Central 70 Project dated as of [date] (the "Project Agreement"), by and among: Colorado High Performance Transportation Enterprise ("HPTE"), a government-owned business within, and a division of, the Colorado Department of Transportation ("CDOT"); Colorado Bridge Enterprise, a government-owned business within CDOT (together with HPTE and CDOT, the "Owners") and [name and legal status] (the "Developer") for the design, construction, financing, operation and maintenance of a portion of the I-70 East corridor in Greater Denver (the "Project").

**SUBCONTRACTOR:** [name]  
[address]

**OWNERS:** Colorado High Performance Transportation Enterprise  
Address:  
c/o Colorado Department of Transportation  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Bridge Enterprise  
Address:  
c/o Colorado Department of Transportation  
4201 East Arkansas Avenue  
Denver, Colorado 80222

and

Colorado Department of Transportation  
Address:  
4201 East Arkansas Avenue  
Denver, Colorado 80222

**DATE:** [month][day], [year] ("Waiver Date")

**APPLICABLE SUBCONTRACT:** The undersigned has entered into [agreement name] with [name], dated as of [date], for [description of the work performed] in regards to the Project for the maximum amount of [amount]<sup>3</sup> (the "Agreement").<sup>4</sup>

1. The undersigned is a subcontractor who has furnished labor, laborers, material, rental machinery, tools and/or equipment in connection with the Project as described in the Agreement (the "Work Performed").
2. The undersigned has been paid in full for all amounts it is owed under the Agreement for Work Performed (subject to collection of any payment that is dependent on payment of the amount referenced in Developer's payment request to which this lien waiver is attached or any other payment to Developer the due date for which has not yet occurred), and no work remains to be

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<sup>3</sup> Modify to reflect actual payment terms, as needed.

<sup>4</sup> If the undersigned is not a Principal Subcontractor, add a sentence linking the "Agreement" to the Developer through the various tiers of Subcontractors.

performed under the Agreement that could result in the requirement for further payments to be made to the undersigned.

3. The undersigned waives and releases all claims and rights of any kind against the Owners or the Project which the undersigned can or may have to file any liens against the Owners or the Project including, without limitation, any mechanic's or materialmen's liens, and any liens pursuant to C.R.S. §§ 38-26-101 through and including 38-26-110.
4. The undersigned represents and warrants that all persons or entities who have furnished labor or materials to the undersigned in connection with the Work Performed have been paid in full for all amounts they are owed, subject to any payment that is dependent on collection by Developer of the payments referred to in paragraph 2 above.

***[remainder of page left intentionally blank; signature page follows]***



**Schedule 5  
Milestone Payments**

1. The table in this Section 1 sets out the amount (each a “Milestone Payment”) payable by the Enterprises in respect of the achievement of each Payment Milestone and Substantial Completion, subject to the provisions of this Schedule 5. For certainty, the descriptions of the Payment Milestones in the table below are for reference only; the full definitions of each Payment Milestone are set out in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement and the conditions to achievement of each Payment Milestone and Substantial Completion are set out in, respectively, Parts 4 and 5 of Schedule 3 (*Commencement and Completion Mechanics*).

Milestone Payment Table

<b>Payment Milestone</b>	<b>Milestone Payment</b>
Completion of Milestone 1 (Sand Creek Bridge to Chambers Road)	\$50,000,000
Completion of Milestone 2 (Dahlia Street to Sand Creek Bridge)	\$95,000,000
Completion of Milestone 3 (WB I-70 Brighton Boulevard to Dahlia Street)	\$52,000,000
Completion of Milestone 4 (EB I-70 Brighton Boulevard to Dahlia Street)	\$52,000,000
Substantial Completion	\$70,000,000
<b>TOTAL</b>	<b>\$319,000,000</b>

2. Each Milestone Payment shall be payable no later than the date which is 45 Calendar Days after receipt by the Enterprises of a payment request (a “Milestone Payment Request”) from Developer for such Milestone Payment that complies with the requirements of Section 4 of this Schedule 5 (such date, the “Milestone Payment Request Due Date” in respect of such Milestone Payment Request), provided that:
- (a) Developer shall only be entitled to deliver a Milestone Payment Request for a Milestone Payment if, on the Milestone Payment Request Due Date in respect of such Milestone Payment Request (the “Relevant Milestone Payment Request Due Date”), the aggregate amount of:
- (i) such Milestone Payment Request;
  - (ii) any Milestone Payment Request(s) delivered simultaneously with such Milestone Payment Request; and
  - (iii) all previous Milestone Payment Requests delivered pursuant to this Section 2,
- will be less than or equal to the amount specified in the “Cumulative Available Funds” column in the table in this Section 2(a) in respect of the period during which the Relevant Milestone Payment Request Due Date occurs;

Cumulative Available Funds Table

Period	Cumulative Available Funds
July 1, 2017 – June 30, 2018	\$50,000,000
July 1, 2018 – June 30, 2019	\$145,000,000
July 1, 2019 – June 30, 2020	\$197,000,000
July 1, 2020 and after	\$319,000,000

- (b) without prejudice to the requirements of Section 4 of this Schedule 5 (including the requirement that any Milestone Payment Request must be accompanied by the relevant Milestone Completion Certificate or the Substantial Completion Certificate, as the case may be), in order to comply with Section 2(a) of this Schedule 5, Developer shall be entitled to deliver multiple Milestone Payment Requests for payment of less than the full amount of any single Milestone Payment; and
- (c) each Milestone Payment Request shall be in respect of a single Milestone Payment (or a portion thereof).
3. Subject to set-off in accordance with Section 5 of Part 3 of Schedule 4 (*Payments*):
- (a) each Milestone Payment (other than the Substantial Completion Milestone Payment), or portion thereof, shall be paid without deduction; and
- (b) the Substantial Completion Milestone Payment shall have deducted from it the Substantial Completion Deduction Amount (the net amount following such deduction, the “Substantial Completion Payment”).
4. A Milestone Payment Request delivered:
- (a) for a Milestone Payment in respect of the completion of a Payment Milestone shall be accompanied by a copy of the Milestone Completion Certificate in respect of the relevant Payment Milestone;
- (b) for the Substantial Completion Payment shall be accompanied by:
- (i) a copy of the Substantial Completion Certificate; and
- (ii) a report in the form of a Monthly Deductions Report required to be submitted to the Enterprises pursuant to Section 2.1 of Part 1 of Schedule 4 (*Payments*), which shall contain the information specified in Section 2.2 of Part 1 of Schedule 4 (*Payments*) in relation to the period commencing on the day after the end of the CP Deduction Month that was the subject of the most recent Monthly Deductions Report submitted by Developer pursuant to Section 2.1 of Part 1 of Schedule 4 (*Payments*) up to and including the Substantial Completion Date (where, for the purposes of the report submitted pursuant to this Section 4(b)(ii), (A) references to the CP Deduction Month in Section 2.2 of Part 2 of Schedule 4 (*Payments*) shall be deemed to be references to the period referred to in this Section 4(b)(ii) and (B) Sections 2.3 and 2.4 of Part 1 of Schedule 4 (*Payments*) shall apply equally to the report submitted pursuant to this Section 4(b)(ii)); and
- (c) for any Milestone Payment shall be accompanied by lien waivers duly executed by:
- (i) Developer;
- (ii) all Subcontractors that performed Work since the date of the previous Milestone Payment Request or, in the case of the first Milestone Payment Request, since the Agreement Date (for certainty, including any Subcontractor that performed

any Work since the applicable date and not only Subcontractors that performed Work in relation to the Payment Milestone that is the subject-matter of the relevant Milestone Payment Request); and

- (iii) if the Enterprises in their discretion elected to pay the amount of any previous Milestone Payment Request notwithstanding the failure by Developer to have delivered a lien waiver that complies with the requirements of this Section 3(c) from any Subcontractor, any such Subcontractor,

all of which waivers shall be in the form required by the applicable provisions of Section 6 of Part 3 of Schedule 4 (*Payments*).

5. No later than ten Calendar Days before the Substantial Completion Date, the Enterprises shall publish notice of the anticipated Substantial Completion Date consistent with the requirements of C.R.S. § 38-26-107 such that any applicable Subcontractor who has not yet been paid may file with the Enterprises a verified statement of the amount due and unpaid on account of such Subcontractor's claim.

**Schedule 6**  
**Performance Mechanism**  
**Part 1: Construction Period**

**1. Substantial Completion Deduction Amount**

The Substantial Completion Deduction Amount (“SCDA”) shall be calculated in accordance with the following formula:

$$\text{SCDA} = \text{MND}_{\text{sc}} + \text{MCCD}_{\text{sc}}$$

Where:

- (a)  $\text{MND}_{\text{sc}}$  = an amount equal to the aggregate of all Monthly Noncompliance Deductions calculated in accordance with Section 2 of this Part 1 that accrued during:
- (i) each month (m) that commences during the period from and excluding the Financial Close Date (or, if earlier, the date of issuance of NTP1) to and including the Substantial Completion Date; and
  - (ii) the month (m) in which the Financial Close Date occurs (or, if earlier, in which the date of issuance of NTP1 occurs),
- (each month (m) falling within (i) or (ii), a “CP Deduction Month”); and
- (b)  $\text{MCCD}_{\text{sc}}$  = an amount equal to the aggregate of all Monthly Construction Closure Deductions calculated in accordance with Section 3 of this Part 1 that accrued during each CP Deduction Month.

**2. Monthly Noncompliance Deduction prior to Substantial Completion**

The Monthly Noncompliance Deduction (“MND”) for any CP Deduction Month (m) shall be calculated in accordance with the following formula:

$$\text{MND}_m = \text{NCPV} \times \text{NCP}_m$$

Where:

- (a)  $\text{NCPV}$  = \$5,000, being the unit value of each Noncompliance Point; and
- (b)  $\text{NCP}_m$  = the number of Noncompliance Points that accrued during CP Deduction Month (m) in accordance with Table 6A.1 and Part 4 of this Schedule 6.

**3. Monthly Construction Closure Deduction**

**3.1** The Monthly Construction Closure Deduction (“MCCD”) for any CP Deduction Month (m) shall be calculated in accordance with the following formula:

$$\text{MCCD}_m = \sum_{p=1}^n \text{CCD}_p$$

Where

- (a)  $p$  = a Closure Deduction Period that commenced during CP Deduction Month (m);
- (b)  $n$  = the total number of Closure Deduction Periods that commenced during CP Deduction Month (m); and
- (c)  $\text{CCD}_p$  = the Construction Closure Deduction in respect of each Closure Deduction Period (p).

- 3.2 For purposes of calculating the Monthly Construction Closure Deduction for any CP Deduction Month (m) pursuant to Section 3.1 of this Part 1:
- (a) each Non-Permitted Construction Closure shall be deemed to:
    - (i) start when the relevant Closure actually starts (or is deemed to start in accordance with the proviso to the definition of Non-Permitted Construction Closure in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement); and
    - (ii) end when the relevant Closure actually ends;
  - (b) a Construction Closure Deduction shall accrue in the CP Deduction Month in which each individual full or partial Closure Deduction Period commences;
  - (c) a Closure that affects more than one travel lane shall, to the extent that such Closure otherwise constitutes a Non-Permitted Construction Closure within the definition thereof in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement, be treated as a separate Non-Permitted Construction Closure of each affected travel lane;
  - (d) the proviso to Section 2.11.14.c of Schedule 10 (*Design and Construction Requirements*) shall apply in determining the number of separate Non-Permitted Construction Closures deemed to occur pursuant to such Section; and
  - (e) depending upon the duration of any Non-Permitted Construction Closure, such Non-Permitted Construction Closure may result in one or more Construction Closure Deductions, which shall accrue in respect of each full or partial Closure Deduction Period that commences during the subsistence of such Non-Permitted Construction Closure.

## Part 2: Performance Payments

### 1. Monthly Performance Payments

The Performance Payment (“PP”) payable in respect of any Payment Month (m) shall be calculated in accordance with the following formula:

$$PP_m = \text{MaxPP}_m - \text{MPD}_{m-1}$$

Where:

- (a)  $PP_m$  = 0, if  $\text{MPD}_{m-1} \geq \text{MaxPP}_m$ ;
- (b)  $\text{MaxPP}_m$  = the Maximum Performance Payment in respect of Payment Month (m), which shall be calculated in accordance with the following formula:

$$\text{MaxPP}_m = \left( \frac{d_m}{d_y} \right) \times \text{MaxPP}_y$$

Where:

- (i)  $d_m$  = the number of Calendar Days in Payment Month (m) from and including the first day of Payment Month (m) (or, in the case of the First Payment Month, from and excluding the Substantial Completion Date) to and including the final day of Payment Month (m) (or to and excluding the Termination Date, if earlier);
- (ii)  $d_y$  = the number of Calendar Days in Contract Year (y); and
- (iii)  $\text{MaxPP}_y$  = the amount of the Maximum Performance Payment calculated in accordance with Section 2 of this Part 2 in respect of Contract Year (y); and
- (c)  $\text{MPD}_{m-1}$  = the Monthly Performance Deduction for month (m-1) (for clarity, month (m-1) in respect of Payment Month (m) is defined as the OP Deduction Month in respect of Payment Month (m)) calculated in accordance with Section 1 of Part 3 of this Schedule 6, provided that:
- (i) for certainty,  $\text{MPD}_{m-1} = 0$  where Payment Month (m) is the First Payment Month; and
- (ii) where Payment Month (m) is the Final Payment Month,  $\text{MPD}_{m-1}$  shall equal the aggregate of the Monthly Performance Deduction for each of (A) the month immediately preceding the Final Payment Month and (B) the Final Payment Month (provided that, for purposes of calculating the Monthly Performance Deduction for the Final Payment Month, references in Part 3 of this Schedule 6 to OP Deduction Month (m) shall be deemed to be references to the Final Payment Month).

**2. Maximum Performance Payment in each Payment Year**

The Maximum Performance Payment (“MaxPP”) in respect of any Contract Year (y) shall be calculated in accordance with the following formula:

$$\text{MaxPP}_y = (\text{Base}_{\text{CPP}} \times (1.02)^n) + (\text{Base}_{\text{OMRP}} \times \left(\frac{\text{CPI}_y}{\text{CPI}_{2017}}\right))$$

Where:

- (a)  $\text{Base}_{\text{CPP}}$  = the Base Capital Performance Payment in July 1, 2017 Dollars set out in the table in Section 2(f) of this Part 2;
- (b)  $\text{Base}_{\text{OMRP}}$  = the Base OMR Payment in July 1, 2017 Dollars set out in the table in Section 2(f) of this Part 2;
- (c)  $\text{CPI}_y$  = CPI as of July 1 of Contract Year (y);
- (d)  $\text{CPI}_{2017}$  = CPI as of July 1, 2017;
- (e) n = the number of Contract Years from and including the Contract Year commencing on July 1, 2017 to and excluding Contract Year (y); and
- (f)

	\$ <sup>1</sup>
Base Capital Performance Payment (in nominal dollars as of July 1, 2017)	
Base OMR Payment (in nominal dollars as of July 1, 2017)	

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<sup>1</sup> Amounts in table to be inserted as specified in Preferred Proposer’s Proposal.

### Part 3: Performance Payment Deductions

#### 1. Payment Deductions after Substantial Completion

The Monthly Performance Deduction (“MPD”) for any OP Deduction Month (m) shall be calculated in accordance with the following formula:

$$MPD_m = MND_m + MOPCD_m$$

Where:

- (a)  $MND_m$  = the Monthly Noncompliance Deduction for OP Deduction Month (m) calculated in accordance with Section 2 of this Part 3; and
- (b)  $MOPCD_m$  = the Monthly Operating Period Closure Deduction for OP Deduction Month (m) calculated in accordance with Section 3 of this Part 3,

provided that the Monthly Performance Deduction for OP Deduction Month (m) shall not exceed the Maximum Performance Payment in respect of Payment Month (m) calculated in accordance with Section 1(b) of Part 2 of this Schedule 6.

#### 2. Monthly Noncompliance Deduction after Substantial Completion

The Monthly Noncompliance Deduction (“MND”) for any OP Deduction Month (m) shall be calculated in accordance with the following formula:

$$MND_m = NCPV \times NCP_m$$

Where:

- (a)  $NCPV$  = \$5,000 (indexed), being the unit value for each Noncompliance Point; and
- (b)  $NCP_m$  = the number of Noncompliance Points that accrued during OP Deduction Month (m) in accordance with Table 6A.2 (or, in accordance with Section 5 of Part 4 of this Schedule 6, Table 6A.1) and Part 4 of this Schedule 6.

#### 3. Monthly Operating Period Closure Deduction

3.1 The Monthly Operating Period Closure Deduction (“MOPCD”) for any OP Deduction Month (m) shall be calculated in accordance with the following formula:

$$MOPCD_m = \sum_{p=1}^n OPCD_p$$

Where:

- (a)  $p$  = a full or partial Closure Deduction Period that commenced during OP Deduction Month (m);
- (b)  $n$  = the total number of full or partial Closure Deduction Periods that commenced during OP Deduction Month (m); and
- (c)  $OPCD_p$  = the Operating Period Closure Deduction in respect of each full or partial Closure Deduction Period (p).

3.2 The Operating Period Closure Deductions Table is set out below.

Type of Closure	Number of Lanes Subject to the Closure	Operating Period Closure Deduction (each such amount to be indexed) in respect of each full or partial Closure Deduction Period that commences other than on a Weekend or a Holiday
Closure of a General Purpose Lane in one direction in any O&M Segment	One Lane Closed	\$10,000
	Two Lanes Closed	\$20,000
	Three Lanes Closed	\$30,000
Closure of a Tolled Express Lane in one direction in any O&M Segment	One Lane Closed	\$25,000
Closure of a ramp in any O&M Segment	One Lane Closed	\$7,500
	Two Lanes Closed	\$15,000
Closure of a cross street in one direction in any O&M Segment	One Lane Closed	\$5,000
	Two Lanes Closed	\$10,000
	Three Lanes Closed	\$15,000

3.3 At their sole discretion, the Enterprises shall be entitled, no more frequently than once every Contract Year during the Operating Period, to amend (by giving at least 30 Calendar Days' advance notice to Developer of the effective date of such amendment) the Operating Period Closure Deductions Table by either:

- (a) amending the amount of any Operating Period Closure Deduction set out in the Operating Period Closure Deductions Table; and/or
- (b) introducing different amounts of Operating Period Closure Deduction in respect of an individual type of Closure specified in the O&M Deductions Table for different O&M Segments,

provided that, following any such amendment:

- (i) no Operating Period Closure Deduction shall exceed the highest Operating Period Closure Deduction set out in the Operating Period Closure Deductions Table prior to such amendment; and
- (ii) the aggregate amount of all Operating Period Closure Deductions set out in the final column of the Operating Period Closure Deductions Table shall not exceed the aggregate thereof prior to such amendment.

3.4 Without prejudice to the right of the Enterprises in their sole discretion to make any amendments to the Operating Period Closure Deductions Table in accordance with Section 3.3 of this Part 3, they shall consult with Developer prior to giving a notice to Developer pursuant to such Section.

#### Part 4: Noncompliance Points

Each Noncompliance Event shall accrue Noncompliance Points as follows.

1. Subject to Section 4 of this Part 4, for any Noncompliance Event that has a Cure Period, such Noncompliance Event shall accrue the number of Noncompliance Points set out against such Noncompliance Event in Table 6A.1 or Table 6A.2, as applicable, for each full or partial Noncompliance Cure Period that commences at any time from and including:
  - (a) if such Noncompliance Event does not have a Grace Period, the Noncompliance Start Time; and
  - (b) if such Noncompliance Event has a Grace Period, the expiry of the Grace Period, in each case, until the Noncompliance Rectification Time.
2. For any Noncompliance Event that has no Cure Period, such Noncompliance Event shall accrue the number of Noncompliance Points set out against such Noncompliance Event in Table 6A.1 or Table 6A.2, as applicable, but shall not accrue any further Noncompliance Points during the period that the failure giving rise to the original Noncompliance Event continues to subsist. Notwithstanding the foregoing, any subsequent recurrence of the same Noncompliance Event shall be treated as a separate Noncompliance Event and shall accrue Noncompliance Points in accordance with this Part 4.
3. Noncompliance Points in respect of a Noncompliance Event:
  - (a) that has a Cure Period shall accrue in the month in which each individual Noncompliance Cure Period commences; and
  - (b) that has no Cure Period shall accrue in the month in which the Noncompliance Start Time occurs.
4. Subject to Section 1.2(b)(i) of Part 6 of this Schedule 6, if a Noncompliance Event has a Grace Period and the Noncompliance Rectification Time for such Noncompliance Event occurs prior to the expiry of such Grace Period, such Noncompliance Event shall not accrue any Noncompliance Points.
5. If the Noncompliance Start Time of any Noncompliance Event which has a Cure Period occurs prior to or on the Substantial Completion Date and such Noncompliance Event continues to subsist after the Substantial Completion Date, then:
  - (a) if such Noncompliance Event is set out only in Table 6A.1, such Noncompliance Event shall accrue the number of Noncompliance Points set out against such Noncompliance Event in Table 6A.1 for each full or partial Noncompliance Cure Period (to be determined by reference to the Cure Period of such Noncompliance Event set out in Table 6A.1) that commences prior to, on or after the Substantial Completion Date; and
  - (b) if such Noncompliance Event is set out in both Table 6A.1 and Table 6A.2, such Noncompliance Event shall accrue the number of Noncompliance Points set out against such Noncompliance Event:
    - (i) in Table 6A.1 for each full or partial Noncompliance Cure Period (to be determined by reference to the Cure Period of such Noncompliance Event set out in Table 6A.1) that commences prior to or on the Substantial Completion Date (for certainty, including where such Noncompliance Cure Period ends after the Substantial Completion Date); and
    - (ii) in Table 6A.2 for each full or partial Noncompliance Cure Period (to be determined by reference to the Cure Period of such Noncompliance Event set out in Table 6A.2) that commences after the Substantial Completion Date.
6. Nothing in this Agreement shall prevent the accrual of Noncompliance Points in respect of both the occurrence of a Noncompliance Event and the Noncompliance Event caused by the failure to notify the Enterprises of the same Noncompliance Event in accordance with this Agreement.

## Part 5: Operating Period Closures

### 1. Occurrence of Operating Period Closures

- 1.1 Each Non-Permitted Operating Period Closure shall be deemed to:
- (a) start when the relevant Closure actually starts (or is deemed to start in accordance with the proviso to the definition of Non-Permitted Operating Period Closure in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement); and
  - (b) end when the relevant Closure actually ends.
- 1.2 An Operating Period Closure Deduction shall accrue in the month in which each individual full or partial Closure Deduction Period commences.
- 1.3 A continuous Closure that affects more than one O&M Segment shall, to the extent that such Closure otherwise constitutes a Non-Permitted Operating Period Closure within the definition thereof in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement, be treated as a separate Non-Permitted Operating Period Closure in each affected O&M Segment.
- 1.4 The proviso to Section 2.11.14.c of Schedule 10 (*Design and Construction Requirements*) shall apply in determining the number of separate Non-Permitted Operating Period Closures deemed to occur pursuant to Section 2.11.14.d of Schedule 10 (*Design and Construction Requirements*).
- 1.5 Depending upon the duration of any Non-Permitted Operating Period Closure, such Non-Permitted Operating Period Closure may result in one or more Operating Period Closure Deductions, which shall accrue in respect of each full or partial Closure Deduction Period that commences during the subsistence of such Non-Permitted Operating Period Closure.

### 2. Operating Period Closure Deduction Modifications

- 2.1 Where a Non-Permitted Operating Period Closure is caused by the Closure of one or more contra-flow lanes, the Operating Period Closure Deduction in respect of each full or partial Closure Deduction Period that commences during the subsistence of such Non-Permitted Operating Period Closure shall be the Operating Period Closure Deduction that would otherwise have accrued multiplied by 110%.
- 2.2 Where a Non-Permitted Operating Period Closure is caused by the Closure of Part of a ramp such that the ramp remains available for use by traffic but is partially restricted, the Operating Period Closure Deduction in respect of each full or partial Closure Deduction Period that commences during the subsistence of such Non-Permitted Operating Period Closure shall be the Operating Period Closure Deduction that would otherwise have accrued multiplied by 50%.
- 2.3 Where a Non-Permitted Operating Period Closure is caused by the Closure of a shoulder only, and continued flow of traffic on the adjacent travel lane may be safely permitted, the Operating Period Closure Deduction in respect of each full or partial Closure Deduction Period that commences during the subsistence of such Non-Permitted Operating Period Closure shall be the Operating Period Closure Deduction that would have accrued had the adjacent travel lane been subject to such Closure multiplied by 50%.
- 2.4 Where a Non-Permitted Operating Period Closure is caused by the Closure of a travel lane but the adjacent shoulder is temporarily utilized as a replacement travel lane, the Operating Period Closure Deduction in respect of each full or partial Closure Deduction Period that commences during the subsistence of such Non-Permitted Operating Period Closure shall be the Operating Period Closure Deduction that would otherwise have accrued multiplied by 50%.
- 2.5 Where a Non-Permitted Operating Period Closure is caused by the Closure of a single General Purpose Lane or Tolloed Express Lane in one direction of travel and the adjacent shoulder is consequently closed or inaccessible to traffic, the Closure of the shoulder shall be deemed not to constitute a Non-Permitted Operating Period Closure.
- 2.6 Where a Non-Permitted Operating Period Closure is caused by the Closure of any sidewalk, the Operating Period Closure Deduction in respect of each full or partial Closure Deduction Period

that commences during the subsistence of such Non-Permitted Operating Period Closure shall be the Operating Period Closure Deduction that would have accrued had one lane of the adjacent travel lane been subject to such Closure multiplied by 10%, provided that, for certainty:

- (a) the Closure of each sidewalk on either side of the relevant travel lane shall constitute a separate Non-Permitted Operating Period Closure; and
- (b) each Operating Period Closure Deduction that accrues in respect of the Non-Permitted Operating Period Closure of a sidewalk shall be in addition to any Operating Period Closure Deductions that accrue in respect of a Non-Permitted Operating Period Closure caused by the Closure of the adjacent travel lane.

2.7 Where a Non-Permitted Operating Period Closure is caused by the Closure of a cross street, each such Non-Permitted Operating Period Closure shall result in the accrual of Operating Period Closure Deductions in addition to any Operating Period Closure Deductions that accrue in respect of any Non-Permitted Operating Period Closure simultaneously caused by the Closure of any General Purpose Lane, Tolloed Express Lane, ramp and/or shoulder.

## Part 6: Reporting Requirements

### 1. Notification

#### 1.1 Notification Initiated by Developer

- (a) Developer shall notify the Enterprises in writing of the occurrence of any Noncompliance Event or the commencement of any Non-Permitted Closure or Excused Closure as soon as reasonably practicable, and in any event within twenty-four (24) hours, after Developer first becomes aware that the Noncompliance Event has occurred or the Non-Permitted Closure or Excused Closure has commenced. Such notice shall:
- (i) in the case of a Noncompliance Event:
    - (A) provide reasonable detail of the circumstances of such Noncompliance Event and its Noncompliance Start Time;
    - (B) identify the number of Noncompliance Points and the Grace Period (if any) and the Cure Period (if any) for such Noncompliance Event, all as specified in Table 6A.1 or Table 6A.2, as applicable; and
    - (C) if such Noncompliance Event has been cured by the time notice is given pursuant to this Section 1.1(a), identify its Noncompliance Rectification Time (if such Noncompliance Event has a Cure Period) or the date and time that such Noncompliance Event was fully cured (if such Noncompliance Event does not have a Cure Period); or
  - (ii) in the case of a Non-Permitted Closure or Excused Closure:
    - (A) provide reasonable details of the circumstances of such Non-Permitted Closure or Excused Closure, its commencement time and (if it has ended by the time notice is given pursuant to this Section 1.1(a)), its end time;
    - (B) in the case of an Excused Closure:
      - (I) explain the basis (using the categories specified in paragraphs a. to f. of the definition of Excused Closure in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement) on which Developer considers that the relevant Closure is an Excused Closure; and
      - (II) confirm that the relevant Closure did not arise as a result of any of the circumstances specified in paragraphs g.i or g.ii of the definition of Excused Closure in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement; and
    - (C) explain the steps being taken by Developer to:
      - (I) mitigate the impact thereof;
      - (II) reopen the affected part(s) of the Project as quickly as possible to traffic; and
      - (III) if such Closure arose as the direct result of an Emergency, respond to the Emergency in accordance with the requirements of this Agreement.

Within ten Calendar Days after receiving a notice pursuant to Section 1.1.(a) of this 0, the Enterprises shall deliver to Developer a written notice either confirming their agreement to, or disputing (with reasons), the information contained in Developer's notice. Due to extenuating circumstances, the Enterprises may, at their discretion, provide an extension to any Grace Period applicable to a Noncompliance Event so notified and will document such extension in the notice delivered by them pursuant to this Section 1.10.

- (b) Developer shall notify the Enterprises in writing as soon as reasonably practicable, and in any event within 24 hours, after the occurrence of the Noncompliance Rectification Time in respect of any Noncompliance Event which has a Cure Period, the date and time that any Noncompliance Event which does not have a Cure Period has been fully cured or the end time of any Non-Permitted Closure or Excused Closure, including in such notice:
  - (i) in the case of a Noncompliance Event:
    - (A) the Noncompliance Rectification Time of such Noncompliance Event or, as the case may be, the date and time that such Noncompliance Event was fully cured;
    - (B) a detailed description of the manner in which such Noncompliance Event was cured; and
    - (C) a calculation of the total Noncompliance Points that accrued in respect of such Noncompliance Event; or
  - (ii) in the case of a Non-Permitted Closure or Excused Closure:
    - (A) the end time of such Non-Permitted Closure or Excused Closure; and
    - (B) in the case of a Non-Permitted Closure, a calculation of the total Construction Closure Deductions or Operating Period Closure Deductions, as the case may be, that accrued in respect of such Non-Permitted Closure.
- (c) Within ten Calendar Days after receiving a notice pursuant to Section 1.1(b) of this Part 6, the Enterprises shall deliver to the Developer a written notice either confirming their agreement to, or disputing (with reasons), the information contained in Developer's notice.
- (d) Developer shall be entitled to satisfy its notification obligations under this Section 1.1 by ensuring that the Noncompliance and Closure Database issues email or other alerts to the Enterprises, provided that such alerts:
  - (i) are received by the Enterprises within the time periods required by Section 1.1(a) or (b) of this Part 6, as applicable; and
  - (ii) either:
    - (A) contain the information required by Section 1.1(a) or (c) of this Part 6, as applicable; or
    - (B) provide a direct link to such information.

## 1.2 Notification Initiated by the Enterprises

- (a) If the Enterprises believe that any Noncompliance Event has occurred or Non-Permitted Closure has commenced in respect of which the Enterprises have not received notification from Developer in accordance with Section 1.11.1(a) of this Part 6, the Enterprises may deliver to Developer a notice containing such of the information that is required to be included in the notice that Developer should have delivered pursuant to Section 1.1(a) of this Part 6 in respect of such Noncompliance Event or Non-Permitted Closure that is available to the Enterprises.
- (b) In the event that the Enterprises deliver a notice pursuant to Section 1.2(a) of this Part 6:
  - (i) if a Noncompliance Event that has a Grace Period is the subject of such notice, such Noncompliance Event shall be deemed not to have a Grace Period even if a Grace Period is specified for such Noncompliance Event in Table 6A.1 or Table 6A.2, as applicable; and

- (ii) the failure by Developer to issue a notice in respect of the relevant Noncompliance Event or Non-Permitted Closure shall itself constitute a Noncompliance Event in accordance with item 1.14 in Table 6A.1 or item 2.16 in Table 6A.2, as applicable.

## 2. Noncompliance and Closure Database

2.1 Without prejudice to Developer's obligations under Section 1 of this Part 6, Developer shall establish and maintain an electronic database that records on a real-time basis, and retains, information in relation to each and every Noncompliance Event, Non-Permitted Closure and Excused Closure that occurs or commences, as the case may be. The following data shall be recorded in such database:

- (a) in respect of each Noncompliance Event (whether notified by Developer to the Enterprises pursuant to Section 1.1(a) of this Part 6 or by the Enterprises to Developer pursuant to Section 1.2(a) of this Part 6):
  - (i) a description of such Noncompliance Event in reasonable detail, including the circumstances giving rise to such Noncompliance Event, its Noncompliance Start Time, any applicable Cure Period or Grace Period and the number of Noncompliance Points set out for such Noncompliance Event in Table 6A.1 or Table 6A.2, as applicable;
  - (ii) the location of such Noncompliance Event within the Project (if applicable);
  - (iii) for any Noncompliance Event that is not yet cured:
    - (A) the calculation of the Noncompliance Points that have accrued in respect of such Noncompliance Event up to that time; and
    - (B) the steps being taken to cure it; and
  - (iv) for any Noncompliance Event that Developer considers to be cured:
    - (A) the Noncompliance Rectification Time of such Noncompliance Event (if such Noncompliance Event has a Cure Period) or the date and time that such Noncompliance Event was fully cured (if such Noncompliance Event does not have a Cure Period) and, in either case, the calculation of the total Noncompliance Points that accrued in respect of such Noncompliance Event; and
    - (B) the nature of the cure in reasonable detail and the measures that have been, and will be, taken to prevent the reoccurrence of such Noncompliance Event; and
- (b) in respect of each Non-Permitted Closure (whether notified by Developer to the Enterprises pursuant to Section 1.1(a) of this Part 6 or by the Enterprises to Developer pursuant to Section 1.2(a) of this Part 6) and each Excused Closure:
  - (i) a description of such Non-Permitted Closure or Excused Closure in reasonable detail, including the location thereof within the Project, the circumstances giving rise to such Non-Permitted Closure or Excused Closure and its commencement time;
  - (ii) for any Non-Permitted Closure or Excused Closure that is continuing:
    - (A) in the case of a Non-Permitted Closure, the calculation of the Construction Closure Deductions or Operating Period Closure Deductions, as the case may be, that have accrued in respect of such Non-Permitted Closure up to that time; and
    - (B) a description of the steps being taken by Developer to:
      - (I) mitigate the impact thereof;

- (II) reopen the affected part(s) of the Project as quickly as possible to traffic; and
    - (III) if such Closure arose as the direct result of an Emergency, respond to the Emergency in accordance with the requirements of this Agreement; and
  - (iii) for any Non-Permitted Closure or Excused Closure that has ended:
    - (A) the end time of such Non-Permitted Closure or Excused Closure;
    - (B) in the case of a Non-Permitted Closure, the calculation of the total Construction Closure Deductions or Operating Period Closure Deductions, as the case may be, that accrued in respect of such Non-Permitted Closure; and
    - (C) all of the steps taken by Developer as referred to in Section 2.1(b)(ii)(B) of this Part 6 during the subsistence of such Non-Permitted Closure or Excused Closure and the measures that have been, and will be, taken to prevent the reoccurrence of similar Non-Permitted Closures or Excused Closures.
- 2.2 The database shall also record on a real-time basis:
  - (a) the cumulative number of Noncompliance Points that have accrued and cumulative number of relevant Noncompliance Events that have occurred in such a manner as to allow the Parties to establish at any time whether any Noncompliance Default Event or any Increased Oversight Threshold has occurred; and
  - (b) the cumulative amount of Construction Closure Deductions and Operating Period Closure Deductions that have accrued in such a manner as to allow the Parties to establish at any time whether any Closure Default Event has occurred.
- 2.3 Developer shall provide to the Enterprises unrestricted electronic access to the Noncompliance and Closure Database at all times and the database shall be designed to enable the Enterprises to:
  - (a) inspect all entries by Developer;
  - (b) flag a request for further information from Developer related to any entry;
  - (c) flag any entry where the Enterprises dispute the entry;
  - (d) enter information in respect of each Noncompliance Event and Non-Permitted Closure notified to Developer by the Enterprises pursuant to Section 1.2(a) of this Part 6 to the same level of detail as Developer is required to enter in respect of Noncompliance Events and Non-Permitted Closures notified by it to the Enterprises pursuant to Section 1.1(a) of this Part 6;
  - (e) record for each Noncompliance Event or Non-Permitted Closure the issuance of a notice by the Enterprises pursuant to Section 1.2(a) of this Part 6;
  - (f) automatically generate a report recording the number and details of:
    - (i) Noncompliance Events that have been cured and remain uncured; and
    - (ii) Non-Permitted Closures and Excused Closures that have ended and are continuing,

in either case, including:

  - (iii) separate counts of:
    - (A) Noncompliance Events, Non-Permitted Closures and Excused Closures notified by Developer pursuant to Section 1.1(a) of this Part 6; and

- (B) Noncompliance Events and Non-Permitted Closures notified by the Enterprises pursuant to Section 1.2(a) of this Part 6; and
  - (iv) the number of Noncompliance Points, Construction Closure Deductions and Operating Period Closure Deductions:
    - (A) accrued by Developer; and
    - (B) subject to dispute by either Party,
- in any such case, within any user-defined time period; and
- (g) flag the Enterprises' concurrence or otherwise that the Noncompliance Rectification Time has occurred in respect of Noncompliance Event or a Non-Permitted Closure has ended.

## **APPENDIX A**

### **Noncompliance Points Tables**

Any failure that constitutes a Noncompliance Event pursuant to more than one item in Table 6A-1 or Table 6A-2 shall be deemed only to constitute a Noncompliance Event pursuant to the item that is more specific to the relevant failure. In the event of any ambiguity as to which Noncompliance Event is more specific to a failure, Section 2.4.3 of the Project Agreement shall apply.

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.1	Developer's Management Process	Updates to the Project Management Plan (PMP)	Carry out and submit to the Department updates to the Project Management Plan at times and in the manner prescribed in the Project Management Plan and in accordance with <u>Schedule 8, Section 2.2.1.</u>	7	N/A	1
1.2	Developer's Management Process	Compliance with PMP	Establish, maintain, and comply with any provision of the Project Management Plan as described in <u>Schedule 8, Section 2,</u> other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1.</u>	7	7	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.3	Developer's Management Process	Compliance with QMP	Establish, maintain, update and comply with any provision of the Quality Management Plan as described in <u>Schedule 8, Section 6</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	7	2
1.4	Developer's Management Process	Compliance with Safety Plan	Formally establish, adhere to or enforce a safety policy, procedure, process, or guideline as required by the Safety Management Plan as described in <u>Schedule 8, Section 7</u> .	2	N/A	2
1.5	Developer's Management Process	Environmental Compliance Work Plan (ECWP)	Establish, maintain, and comply with a complete ECWP and any provision as described in <u>Schedule 17, Section 2</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	7	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.6	Developer's Management Process	Comply with Document Control System	Comply with the requirements of the Document Control System (DCS) in accordance with <u>Schedule 8, Section 13.</u>	2	N/A	1
1.7	Reserved					
1.8	Developer's Management Process	Employment of Key Personnel	Cause the continuous employment in connection with the Work of any of the Key Personnel required to be employed during the Construction Period complying with the qualifications requirements or the time periods specified in <u>Schedule 27.</u>	14	21	5

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.9	Developer's Management Process	Licensing of Key Personnel	Submit documentation demonstrating compliance with qualification requirements with regard to Key Personnel as described in <u>Schedule 27</u> .	7	7	1
1.10	Developer's Management Process	Public Meetings and Communication	Prepare, maintain and implement the Construction Period Communications Plan (the requirements for which are detailed in <u>Schedule 14, Section 5</u> ) or the Crisis Communications Plan (the requirements for which are detailed in <u>Schedule 14, Section 7</u> ).	1	N/A	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.11	Developer’s Management Process	Administrative process for Meetings	Conduct, attend or follow specified process in connection with any meeting during the Construction Period as described in <u>Schedule 8</u> including providing notification to the Department of the meeting details.	N/A	N/A	1
1.12	Deliverables	General Deliverables	Prepare, implement, maintain, update or submit any plan, report, deliverable or other Deliverable in accordance with the provisions of this Agreement, other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	14	7	1

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.13	Deliverables	General Deliverables	Incorporate the Department's comments with respect to any Deliverable (excluding any Deliverable submitted specifically for "Information") prior to the next submittal of the Deliverable in accordance with <u>Schedule 9</u> .	14	7	1
1.14	Deliverables	Noncompliance Reporting	Provide accurate, complete and timely reporting of any Noncompliance Event and the Noncompliance Points accrued in respect of such Noncompliance Event, as required by <u>Schedule 6, Part 6, Section 1.1</u> .	N/A	N/A	1

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.15	Project Delivery and Deliverables	Federal and State Requirements	Comply in a timely, accurate and complete manner with any of the Developer's obligations (including any of the reporting requirements) contained in <u>Schedule 15</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	14	7	2
1.16	Deliverables	Submit insurance records	Submit documents verifying insurance coverage and payment of insurance premiums and renewals in accordance with <u>Section 25</u> of the Project Agreement.	21	N/A	1
1.17	Deliverables	Monthly Deductions Report	Submit a Monthly Deductions Report pursuant to <u>Schedule 4, Part 1, Section 2.1</u> or <u>Schedule 5, Section 4(b)(ii)</u> .	7	N/A	1
1.18	Reserved					

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.19	Reserved					
1.20	Deliverables	Governmental Approvals and Permits	Deliver to the Department:  (a) any documentation required to be submitted pursuant to <u>Section 8.4.3</u> of the Project Agreement; or  (b) copies of new or amended Governmental Approvals or Permits obtained in accordance with <u>Section 8.4</u> of the Project Agreement.	7	7	1
1.21	Deliverables	Record keeping for Utilities	Make records relating to Utilities available as required by <u>Schedule 10, Section 4</u> .	7	N/A	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.22	Deliverables	Materials testing records	Submit to the Department records of materials testing and information to the Department's Quality Records Database in accordance with the requirements of <u>Schedule 8, Section 6.4.3</u> within the specified time periods and conforming to the requirements of <u>Schedule 8, Section 6</u> and Developer's IQC Program.	2	2	3
1.23	Reserved					

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.24	Department Oversight	Inspection and Audit by the Department or Governmental Authorities	Comply with any requirement to provide advance notice, access to Project Records, or otherwise ensure Reasonable Efforts to support the Department or any Governmental Authority with regard to their rights to audit, review, inspection, or testing in accordance with <u>Section 21</u> of the Project Agreement.	5	2	3
1.25	Department Oversight	Provision of access to Project Records	Keep, maintain, permit access or make available to the Department at the specified location, within specified time of request and for the specified retention period, any Project Record as required by <u>Section 19</u> of the Project Agreement.	5	N/A	1

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.26	Department Oversight	Department Safe Access to Site and other off-Site locations	Provide safe physical access for the representatives of the Enterprises or the Department, to the Site or where materials are to be inspected, at an off-Site location and to Developer’s project field offices in connection with the Work and all inspections as required by <u>Schedule 8</u> .	2	N/A	4
1.27	Department Oversight	Department Facilities	Comply with any of the requirements of <u>Schedule 8</u> , <u>Section 11</u> regarding the provision of offices and equipment for the Department.	7	7	1

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.28	Department Oversight	Increased Oversight	Comply with any Approved remedial plan required in accordance with the need for increased oversight by the Department as detailed in <u>Section 21.3</u> of the Project Agreement.	7	N/A	4
1.29	Notification by Developer	Recognized Hazardous Materials	Comply with the Developer's reporting or notification obligations under <u>Schedule 17</u> in respect of Recognized Hazardous Materials.	N/A	1	4

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.30	Notification by Developer	Notification of Environmental breach	Notify the Department of any breach by Developer of any Environmental Laws or any of the Environmental Requirements, including, but not limited to, exceedance of permitted thresholds for air quality, water quality, noise, and vibration requirements, as required by applicable Law and all relevant Governmental Approvals, other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	N/A	1	3
1.31	Notification by Developer	Utility Compliance	Promptly notify the Department regarding the compliance of Utilities with their respective URAs during the Construction Period in accordance with <u>Schedule 10, Section 4.2.3</u> .	N/A	2	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.32	Notification by Developer	CDPS and MS4 requirements	Notify to the Department and the applicable Governmental Authority Developer's failure to comply with CDPS and MS4 requirements (including, but not limited to: failure to comply with BMP, incomplete SWMP, or failure to correctly implement the SWMP).	N/A	1	4
1.33	Notification by Developer	Railroad Compliance	Promptly notify the Department regarding the compliance of Railroads with their respective RRAs during the Construction Period in accordance with <u>Schedule 10, Section 10.</u>	N/A	2	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.34	Project Delivery	Maintenance of Traffic Requirements	Perform Work in compliance with Developer’s obligations or commitments (other than those obligations in respect of lane Closures or Closures which are subject to Construction Closure Deductions in accordance with Schedule 6) in respect of maintenance of traffic as set out in Schedule 10, Section 2, Developer’s Maintenance Management Plan and Developer’s Transportation Management Plan (TMP) including Temporary Traffic Control Plan (TCP) Strategies, Transportation Operations (TOP) Strategies, and Public Information (PI) Strategies (including all maintenance of traffic requirements associated with the Swansea School).	2 hours	N/A	3

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.35	Project Delivery	Deliverable Compliance	Comply with any requirement applicable to, or obligation of Developer associated with, a Deliverable set out in <u>Schedule 8, Table 2 (Submittals)</u> required to be submitted during the Construction Period, other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	7	2
1.36	Project Delivery	Maintain Utility Service	Maintain a Utility fully operational except as specifically permitted by the Utility Owner and by any affected property in accordance with <u>Schedule 10, Section 4.2.9</u> .	2	N/A	4

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.37	Project Delivery	CDPS and MS4 requirements	Comply with CDPS and MS4 requirements (including, but not limited to: failure to comply with BMP, incomplete SWMP, or failure to correctly implement the SWMP).	2	N/A	5
1.38	Project Delivery	Right-of-Way Requirements	Perform Work in compliance with any of Developer's obligations as set out in <u>Schedule 18</u> .	N/A	N/A	4
1.39	Project Delivery	Courtesy Patrol Services	Comply with any provision of <u>Schedule 11, Section 10</u> and <u>Appendix B (Courtesy Patrol Requirements)</u> , excluding the General Requirements in relation to the Courtesy Patrol Services in <u>Schedule 11, Appendix A-1 (Performance and Measurement Criteria During Construction)</u> .	7	N/A	1

**Table 6A.1 - Construction Period Noncompliance Events**

<b>Ref</b>	<b>Activity Type</b>	<b>Heading</b>	<b>Noncompliance Event – Failure to:</b>	<b>Cure Period (Calendar Days, except where specified otherwise)</b>	<b>Grace Period (Calendar Days)</b>	<b>Number of Points</b>
1.40	O&M Defects	Timely Remedy of Category 1 Defect	Remedy a Category 1 Defect (Immediate Action) within the Defect Remedy Period.	Defect Remedy Period	N/A	4
1.41	O&M Defects	Timely Remedy of Category 1 Defect	Remedy a Category 1 Defect (Permanent Remedy) within the Defect Remedy Period.	Defect Remedy Period	N/A	2
1.42	O&M Defects	Timely Remedy of Category 2 Defect	Remedy a Category 2 Defect (Permanent Repair) (for certainty, other than in an Excluded Element) within the Defect Remedy Period.	1	N/A	1
1.43	O&M Defects	Prevent occurrence of Defect	Prevent a Category 2 Defect (for certainty, other than in an Excluded Element) from deteriorating into a Category 1 Defect.	N/A	N/A	1

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.44	Reserved					
1.45	Nonconforming Work	Deliverables	Submit an updated NCR in accordance with <u>Schedule 8, Section 6.5.2</u> within five Working Days after submission of an initial NCR in accordance with <u>Schedule 8, Section 6.5.1</u> .	5	N/A	2
1.46	Nonconforming Work	Deliverables	Submit a NCR in accordance with <u>Schedule 8, Section 6.5.7</u> within five Working Days of issuance of a NCN by the Department in accordance with <u>Schedule 8, Section 6.5.6</u> .	5	N/A	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.47	Reserved					
1.48	Notification by Developer	ITS Outage	Provide notification within the time period specified in <u>Schedule 10, Section 3, Appendix A</u> for any planned ITS outage	N/A	N/A	1
1.49	Project Delivery	ITS Outage	Restore ITS functionality or power for any planned ITS outage by the time specified in <u>Schedule 10, Section 3, Appendix A</u> .	5	N/A	1
1.50	Project Delivery	ITS Outage	Maintain ITS network communications or device functionality resulting in an unplanned ITS outage identified in <u>Schedule 10, Section 3, Appendix A</u> .	1	N/A	1

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.51	Project Delivery	Environmental requirements	Comply with the requirements of Environmental Laws or any of the Environmental Requirements, including, but not limited to, exceedance of permitted thresholds for air quality, water quality, noise, and vibration requirements, as required by applicable Law and all relevant Governmental Approvals, other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	2	N/A	4

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.52	Developer's Management Process	Compliance with MMP	Establish, maintain, update and comply with any provision of the Maintenance Management Plan as described in <u>Schedule 11, Section 5</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	7	2
1.53	Developer's Management Process	Compliance with OMP	Establish, maintain, update and comply with any provision of the Operations Management Plan as described in <u>Schedule 11, Section 9</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	7	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.54	Developer's Management Process	Compliance with Renewal Works requirements	Establish, maintain, update and comply with any requirement related to Renewal Work as set out in <u>Schedule 11, Section 6</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	7	2
1.55	Developer's Management Process	Compliance with MMIS	Establish, maintain, update and comply with any requirement related to the Maintenance Management Information System as set out in <u>Schedule 11,</u> <u>Section 7</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	7	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.56	Project Delivery	Deliverable Compliance	Comply with any requirement applicable to, or obligation of Developer associated with, a Deliverable set out in <u>Schedule 11, Section 14</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	7	2
1.57	Deliverables	Maintenance Reporting	Provide a complete, accurate and timely Annual O&M Report as required by <u>Schedule 11, Section 13.2</u> .	14	7	1
1.58	Deliverables	Renewal Work Plan	Provide or revise an accurate and complete Renewal Work Plan or Recommended Department Renewal Work Plan and, in either case, corresponding annual and, five year work schedules as required by <u>Schedule 11, Section 6</u> .	14	N/A	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.59	Deliverables	Maintenance Reporting	Provide a complete, accurate and timely Monthly O&M Report as required by <u>Schedule 11, Section 13.1.</u>	7	N/A	1
1.62	Project Delivery	Subcontracting Requirements	Meet the requirements of <u>Section 17.5</u> of the Project Agreement.	7	3	1
1.63	Project Delivery	Punch List	Prepare, maintain or timely deliver in accordance with <u>Schedule 3, Part 7</u> a Punch List as required during the Construction Period (or a modification thereto) containing all items of Work to be completed, corrected, adjusted or modified.	7	N/A	4

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.66	Developer's Management Process	Updates to the Environmental Compliance Work Plan (ECWP)	Carry out and submit to the Department updates to the ECWP at times and in the manner prescribed in the Project Management Plan and in accordance with <u>Schedule 17, Section 2.1.2</u> and <u>Schedule 8, Section 2.2.1</u> .	7	N/A	1
1.67	Nonconforming Work	Deliverables	Submit a NCR in accordance with <u>Schedule 8, Section 6.5.1</u> within 24 hours after Developer first becomes aware of the Nonconforming Work.	1	N/A	2
1.68	Nonconforming Work	Nonconforming Work Remedy	Complete a Nonconforming Work Remedy within the Approved timeframe, other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.1</u> .	7	N/A	2

**Table 6A.1 - Construction Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (Calendar Days, except where specified otherwise)	Grace Period (Calendar Days)	Number of Points
1.69	Nonconforming Work	Corrective Action	Complete any Corrective Action within the timeframe identified in the Approved Corrective Action Plan	7	N/A	1

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.1	Developer's Management Process	Updates to the Project Management Plan (PMP)	Carry out and submit to the Department updates to the Project Management Plan at times and in the manner prescribed in the Project Management Plan and in accordance with <u>Schedule 8, Section 2.2.1</u> .	7	N/A	1
2.2	Developer's Management Process	Compliance with PMP	Maintain, or comply with any provision of the Project Management Plan (PMP) as described in <u>Schedule 8, Section 2</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2</u> .	7	7	2
2.3	Developer's Management Process	Compliance with Safety Plan	Adhere to or enforce a safety policy, procedure, process, or guideline as required by the Safety Plan as described in <u>Schedule 8, Section 7</u> .	2	N/A	4
2.4	Developer's Management Process	Environmental Compliance Work Plan (ECWP)	Implement, maintain and comply with any provision of the ECWP as described in <u>Schedule 17, Section 2</u> , other than any such failure that is specified in another Noncompliance Event this <u>Table 6A.2</u> .	7	7	2
2.5	Developer's Management Process	Comply with Document Control System	Comply with the requirements of the Document Control System (DCS) in accordance with <u>Schedule 8, Section 13</u> .	2	N/A	2

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.6	Developer's Management Process	Maintenance Management System (MMIS)	Maintain, update and comply with any requirement related to the Maintenance Management Information System (MMIS) as set out in <u>Schedule 11, Section 7</u> , other than any such failure that is specified in another NonCompliance Event in this <u>Table 6A.2</u> .	7	7	2
2.7	Developer's Management Process	Administrative process for Meetings	Conduct, attend or follow specified process in connection with any meeting during the Operating Period as described in <u>Schedule 11</u> including providing notification to the Department of the meeting details.	N/A	N/A	1
2.8	Developer's Management Process	Updates to the Performance Requirements	Provide timely, accurate and complete updates to the Performance Requirements in accordance with <u>Schedule 11, Section 4.2.7</u> .	14	7	1
2.9	Developer's Management Process	Employment of Key Personnel	Cause the continuous employment in connection with the O&M Work of any of the Key Personnel required to be employed during the Operating Period complying with the qualifications requirements or the time periods specified in <u>Schedule 27</u> .	14	20	1

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.10	Developer's Management Process	Licensing of Key Personnel	Submit documentation demonstrating compliance with qualification requirements with regard to Key Personnel in accordance with <u>Schedule 27</u> .	7	7	1
2.11	Developer's Management Process	Strategic Communication Plans	Prepare, maintain and implement the Maintenance and Operations Communications Plan (the requirements for which are detailed in <u>Schedule 14, Section 6</u> ) or the Crisis Communications Plan (the requirements for which are detailed in <u>Schedule 14, Section 7</u> ).	1	N/A	2
2.12	Deliverables	General Deliverables	Prepare, implement, maintain, update or submit any plan, report, deliverable or other Deliverable during the Operating Period in accordance with this Agreement, other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2</u> .	14	7	1
2.13	Deliverables	General Deliverables	Incorporate the Department's comments with respect to any Deliverable (excluding any Deliverable submitted specifically "For Information") prior to the next submittal of the Deliverable in accordance with <u>Schedule 9</u> .	14	7	1

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.14	Deliverables	Maintenance Reporting	Provide a complete, accurate and timely Monthly O&M Report as required by <u>Schedule 11, Section 13.1.</u>	7	N/A	1
2.15	Deliverables	Maintenance Reporting	Provide a complete, accurate and timely Annual O&M Report as required by <u>Schedule 11, Section 13.2.</u>	14	7	1
2.16	Deliverables	Noncompliance Reporting	Provide accurate, complete and timely reporting of any Noncompliance Events and the Noncompliance Points accrued in respect of such Noncompliance Event, as required by <u>Schedule 6, Part 6, Section 1.1.</u>	14	N/A	2
2.17	Deliverables	Renewal Work Plan	Provide or revise an accurate and complete Renewal Work Plan or Recommended Department Renewal Work Plan and, in either case, corresponding annual and five year renewal work schedules as required by <u>Schedule 11, Section 6.</u>	14	N/A	2
2.18	Deliverables	Handback Reserve Account	Provide any report setting forth accurate and complete calculations of the Handback Reserve Amount in accordance with <u>Schedule 12, Section 4.</u>	14	N/A	2

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.19	Project Delivery and Deliverables	Federal and State Requirements	Comply in a timely, accurate and complete manner with any of the Developer's obligations (including any of the reporting requirements) contained in <u>Schedule 15</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2</u> .	14	7	2
2.20	Deliverables	Governmental Approvals and Permits	Deliver to the Department:  (a) any documentation required to be submitted pursuant to <u>Section 8.4.3</u> of the Project Agreement; or  (b) copies of new or amended Governmental Approvals or Permits obtained in accordance with <u>Section 8.4</u> of the Project Agreement.	7	7	1
2.21	Deliverables	Submit insurance records	Submit documents verifying insurance coverage and payment of insurance premiums and renewals in accordance with <u>Section 25</u> of the Project Agreement.	21	N/A	1
2.22	Deliverables	Monthly Report	Submit a Monthly Deductions Report pursuant to <u>Schedule 4, Part 2, Section 3.1</u> .	N/A	N/A	1

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.23	Deliverables	Residual Life Methodology Report	Prepare and submit a timely, accurate and complete Residual Life Methodology Report in accordance with <u>Schedule 12, Section 3.3</u> .	7	N/A	1
2.24	Deliverables	Handback Inspection and Report	Conduct Handback Inspections or prepare and submit a timely and complete Handback Inspection Reports in accordance with <u>Schedule 12, Section 3</u> .	7	N/A	1
2.25	Department Oversight	Inspection and Audit by the Department or Governmental Entities	Comply with any requirements to provide advance notice, access to Project Records, or otherwise ensure Reasonable Efforts to support the Department or any Governmental Authority with regard to their rights to audit, review, inspect, or conduct tests in accordance with <u>Section 21</u> of the Project Agreement.	5	N/A	1
2.26	Department Oversight	Provision of access to Project Records	Keep, maintain, permit access or make available to the Department at the specified location, within specified time of request and for the specified retention period, any Project Record as required by <u>Section 19</u> of the Project Agreement.	5	N/A	1

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.27	Department Oversight	Department Safe Access to Site and other off-Site locations	Provide safe physical access for representatives of the Enterprises or the Department to the Site or where materials are to be inspected, at an off-Site location and to Developer’s project field offices in connection with the O&M Work After Construction and all inspections as required by <u>Schedule 11</u> and <u>Schedule 12</u> .	2	N/A	4
2.28	Department Oversight	Increased Oversight	Comply with any Approved remedial plan required in accordance with the need for increased oversight by the Department as detailed in <u>Section 21.3</u> of the Project Agreement.	7	N/A	4
2.29	Project Delivery	CDPS and MS4 requirement	Comply with CDPS and MS4 requirements (including, but not limited to: failure to comply with BMP, incomplete SWMP, or failure to correctly implement the SWMP).	2	N/A	4
2.30	Project Delivery	Courtesy Patrol Services	Comply with any provision of <u>Schedule 11, Section 10</u> and <u>Appendix B (Courtesy Patrol Requirements)</u> , excluding the General Requirements in relation to the Courtesy Patrol Services in <u>Schedule 11, Appendix A-2 (Performance and Measurement Criteria After Construction)</u> .	7	N/A	1

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.31	Project Delivery	Punch List	Prepare, maintain or timely deliver in accordance with <u>Schedule 3, Part 7</u> a Punch List (or a modification thereto) containing all items of Work to be completed, corrected, adjusted or modified.	7	N/A	4
2.32	Project Delivery	Final Acceptance	Achieve Final Acceptance prior to the Final Acceptance Deadline.	5	N/A	15
2.33	Notification by Developer	CDPS and MS4 requirement	Notify to the Department and the applicable Governmental Authority Developer's failure to comply with CDPS and MS4 requirements (including, but not limited to: failure to comply with BMP, incomplete SWMP, or failure to correctly implement the SWMP).	2	N/A	2
2.34	Notification by Developer	Recognized Hazardous Materials	Comply with the Developer's reporting or notification obligations under <u>Schedule 17</u> in respect of Recognized Hazardous Materials.	N/A	N/A	4

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.35	Notification by Developer	Notification of Environmental Breach	Notify the Department of any breach by Developer of any Environmental Laws or any of its Environmental Requirements, including, but not limited to exceedance of permitted thresholds for air quality, water quality, noise, and vibration requirements, as required by applicable Law and all relevant Governmental Approvals, other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2</u> .	N/A	N/A	4
2.36	Inspections, Defects and Standards	Timely and accurate Inspections	Perform timely and accurate inspections in accordance with <u>Schedule 10</u> (in respect of Renewal Work) or <u>Schedule 11</u> for any of the inspections identified in such Schedules.	7	N/A	1
2.37	O&M Defects	Timely Remedy of Category 1 Defect	Remedy a Category 1 Defect (Immediate Action) within the Defect Remedy Period.	Defect Remedy Period	N/A	4
2.38	O&M Defects	Timely Remedy of Category 1 Defect	Remedy a Category 1 Defect (Permanent Remedy) within the Defect Remedy Period.	Defect Remedy Period	N/A	2
2.39	O&M Defects	Timely Remedy of Category 2 Defect	Remedy a Category 2 Defect (Permanent Repair) (for certainty, other than in an Excluded Element) within the Defect Remedy Period.	1	N/A	1

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.40	O&M Defects	Prevent occurrence of Defect	Prevent a Category 2 Defect (for certainty, other than in an Excluded Element) from deteriorating into a Category 1 Defect.	N/A	N/A	1
2.41	Project Delivery	Maintenance of Traffic Requirements	Perform O&M Work After Construction in compliance with any of Developer's obligations or commitments (other than those in respect of lane Closures or Closures which are subject to Operating Period Closure Deductions in accordance with <u>Schedule 6</u> ) in respect of maintenance of traffic as set out in <u>Schedule 10, Section 2</u> , Developer's Maintenance Management Plan and Developer's Transportation Management Plan (TMP), including Temporary Traffic Control Plan (TCP) Strategies, Transportation Operations (TOP) Strategies and Public Information (PI) Strategies.	1	N/A	4
2.42	Project Delivery	Timely Performance of Renewal Work	Perform Renewal Work at the time or in the manner set forth in Developer's Annual Renewal Work Plan and in accordance with the Annual Renewal Work Schedule.	14	7	1
2.43	Reserved					
2.44	Reserved					

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.45	Notification by Developer	ITS Outage	Provide notification within the time period specified in <u>Schedule 10, Section 3, Appendix A</u> for any planned ITS outage	N/A	N/A	1
2.46	Project Delivery	ITS Outage	Restore ITS functionality or power for any planned ITS outage by the time specified in <u>Schedule 10, Section 3, Appendix A</u> .	5	N/A	1
2.47	Project Delivery	ITS Outage	Maintain ITS network communications or device functionality resulting in an unplanned ITS outage identified in <u>Schedule 10, Section 3, Appendix A</u> .	1	N/A	1
2.48	Project Delivery	Maintain Utility Service	Maintain a Utility fully operational except as specifically permitted by the Utility Owner and by any affected property in accordance with <u>Schedule 10, Section 4.2.9</u> .	2	N/A	4
2.49	Project Delivery	Environmental requirements	Comply with the requirements of Environmental Laws or any of the Environmental Requirements, including, but not limited to, exceedance of permitted thresholds for air quality, water quality, noise, and vibration requirements, as required by applicable Law and all relevant Governmental Approvals, other than any such failure that is specified in another Noncompliance	2	N/A	4

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
			Event in this <u>Table 6A.2.</u>			
2.50	Nonconforming Work	Deliverables	Submit an updated NCR in accordance with <u>Schedule 8, Section 6.5.2</u> within five Working Days after submission of an initial NCR in accordance with <u>Schedule 8, Section 6.5.1.</u>	5	N/A	2
2.51	Nonconforming Work	Deliverables	Submit a NCR in accordance with <u>Schedule 8, Section 6.5.7</u> within five Working Days of issuance of a NCN by the Department in accordance with <u>Schedule 8, Section 6.5.6.</u>	5	N/A	2
2.52	Project Delivery	Deliverable Compliance	Comply with any requirement applicable to, or obligation of Developer associated with, a Deliverable set out in <u>Schedule 11, Section 14</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2.</u>	7	7	2
2.53	Developer's Management Process	Compliance with MMP	Maintain, update and comply with any provision of the Maintenance Management Plan as described in <u>Schedule 11, Section 5</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2.</u>	7	7	2

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.54	Developer's Management Process	Compliance with OMP	Maintain, update and comply with any provision of the Operations Management Plan as described in <u>Schedule 11, Section 9</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2</u> .	7	7	2
2.55	Developer's Management Process	Compliance with Renewal Works Requirements	Establish, maintain, update and comply with any requirement related to Renewal Work as set out in <u>Schedule 11, Section 6</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2</u> .	7	7	2
2.56	Project Delivery	Deliverable Compliance	Comply with any requirement applicable to, or obligation of Developer associated with, a Deliverable set out in <u>Schedule 8, Table 2 (Deliverables)</u> and effective during the Operating Period, other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A-2</u> .	7	7	2
2.57	Project Delivery	ETC System outage	Prevent interference with, or damage to, the ETC System by any Developer-Related Entity resulting in an unplanned ETC System outage which is only able to be rectified with the involvement of the ETC System Integrator, but which does not result in a Closure of a Tolloed Express	7	N/A	10

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
			Lane.			
2.58	Developer's Management Process	Compliance with QMP	Maintain, update and comply with any provision of the Quality Management Plan during the Operating Period as described in <u>Schedule 8, Section 6</u> , other than any such failure that is specified in another Noncompliance Event in this <u>Table 6A.2</u> .	7	7	2
2.59	Deliverables	Record keeping for Utilities	Make records relating to Utilities available as required by <u>Schedule 10, Section 4</u> .	7	N/A	2
2.60	Deliverables	Materials testing records	Submit to the Department records of materials testing and information to the Department's Quality Records Database in accordance with the requirements of <u>Schedule 8, Section 6.4.3</u> within the specified time periods and conforming to the requirements of <u>Schedule 8, Section 6</u> and Developer's IQC Program.	2	2	3
2.61	Deliverables	Certification	Submit required valid certificates in relation to the O&M Work After Construction in accordance with <u>Schedule 8, Section 6.4.3</u> .	2	N/A	1
2.62	Reserved					

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
2.63	Project Delivery	Subcontracting Requirements	Meet the requirements of <u>Section 17.5 of the Project Agreement</u>	7	3	1
2.64	Project Delivery	ETC System outage	Prevent interference with, or damage to, the ETC System by any Developer-Related Entity resulting in an unplanned ETC System outage which is able to be rectified without the involvement of the ETC System Integrator, but which does not result in a Closure of a Tolled Express Lane.	1	N/A	4
2.65	Developer's Management Process	Updates to the Environmental Compliance Work Plan (ECWP)	Carry out and submit to the Department updates to the Environmental Compliance Work Plan (ECWP) at times and in the manner prescribed in the Project Management Plan and in accordance with <u>Schedule 17, Section 2.1.2</u> and <u>Schedule 8, Section 2.2.1</u> .	7	N/A	1
2.66	Nonconforming Work	Deliverables	Submit a NCR in accordance with <u>Schedule 8, Section 6.5.1</u> within 24 hours after Developer first becomes aware of the Nonconforming Work.	1	N/A	2
2.67	Nonconforming Work	Nonconforming Work Remedy	Complete a Nonconforming Work Remedy within the Approved timeframe, other than any such failure that is specified in another Noncompliance Event in this	7	N/A	2

**Table 6A.2 – Operating Period Noncompliance Events**

Ref	Activity Type	Heading	Noncompliance Event – Failure to:	Cure Period (days)	Grace Period (days)	Number of Points
			<u>Table 6A.2.</u>			
2.68	Nonconforming Work	Corrective Action	Complete any Corrective Action within the timeframe identified in the Approved Corrective Action Plan.	7	N/A	1
2.69	Project Delivery	Construction Work Small Business Goals	Avoid a failure that constitutes a Noncompliance Event pursuant to <u>Schedule 15, Section 1.4.1.a.</u>	N/A	N/A	As calculated pursuant to <u>Schedule 15, Section 1.4.1.a.</u>
2.70	Project Delivery	Construction Work OJT Goal	Avoid a failure that constitutes a Noncompliance Event pursuant to <u>Schedule 15, Section 1.4.1.b.</u>	N/A	N/A	As calculated pursuant to <u>Schedule 15, Section 1.4.1.b.</u>
2.71	Project Delivery	Operating Period Small Business Goals	Avoid a failure that constitutes a Noncompliance Event pursuant to <u>Schedule 15, Section 1.4.2.a</u> or <u>1.4.2.b.</u> , as applicable.	N/A	N/A	As calculated pursuant to <u>Schedule 15, Section 1.4.2.a</u> or <u>1.4.2.b.</u> , as applicable.
2.72	Project Delivery	Renewal Work OJT Goal	Avoid a failure that constitutes a Noncompliance Event pursuant to <u>Schedule 15, Section 1.4.2.c.</u>	N/A	N/A	As calculated pursuant to <u>Schedule 15, Section 1.4.2.c.</u>

**Schedule 7**  
**Compensation on Termination**

**1. Compensation on Termination For Convenience and Termination for Enterprise Default**

The Termination Amount payable by the Enterprises to Developer in connection with any Termination for Convenience or termination of this Agreement for Enterprise Default pursuant to Section 33.1.4 of the Project Agreement shall equal the amount calculated at the Termination Date (without double-counting) as follows:

- (a) the greater of:
  - (i) all amounts shown in the then current Financial Model as payable by Developer as Distributions after the Termination Date either to Equity Members or to any of their Affiliates pursuant to any Equity Member Funding Agreement, which amounts shall be discounted at the Base Case Equity IRR from the date on which each such Distribution is shown in the Financial Model to be payable to the Termination Date, *minus* Deferred Equity Amounts; and
  - (ii) \$0; *plus*
- (b) Lenders' Liabilities; *plus*
- (c) Subcontractor Breakage Costs; *plus*
- (d) Developer Employee Redundancy Payments; *minus*
- (e) Account Balances; *minus*
- (f) Termination Insurance Proceeds; *minus*
- (g) any Termination Deduction Amount.

**2. Compensation on Termination for Extended Force Majeure, Termination for Uninsurable Risk and Termination By Court Ruling**

2.1 The Termination Amount payable by the Enterprises to Developer in connection with any Termination for Extended Force Majeure, termination of this Agreement pursuant to Section 33.1.7 of the Project Agreement or Termination by Court Ruling shall equal the amount calculated at the Termination Date (without double-counting) as follows:

- (a) the greater of:
  - (i) all amounts paid to Developer prior to the Termination Date in the form of direct investments by Equity Members in Developer (for certainty, excluding Equity Member Debt), *minus*, an amount equal to all Distributions made by Developer to the Equity Members on or before the Termination Date with respect to such direct investments; and
  - (ii) \$0; *plus*
- (b) the net amount of:
  - (i) the principal amount of any Equity Member Debt outstanding as of the Termination Date, *plus* any accrued and unpaid interest incurred in respect of such Equity Member Debt; *minus*
  - (ii) an amount equal to all Distributions made by Developer pursuant to the Equity Member Funding Agreements or otherwise in respect of any Equity Member Debt on or before the Termination Date; *plus*
- (c) Lenders' Liabilities; *plus*
- (d) Subcontractor Breakage Costs; *plus*
- (e) Developer Employee Redundancy Payments; *minus*

- (f) Account Balances; *minus*
- (g) Termination Insurance Proceeds; *minus*
- (h) any Termination Deduction Amount.

**3. Compensation on Termination for Developer Default**

3.1 The Termination Amount payable by the Enterprises to Developer in connection with any termination of this Agreement for Developer Default pursuant to Section 33.1.3 of the Project Agreement on or prior to the Substantial Completion Date shall equal the amount calculated at the Termination Date (without double-counting) as follows:

- (a) the lower of:
  - (i) the Construction Work Value; and
  - (ii) an amount equal to:
    - (A) Lenders' Liabilities; *minus*
    - (B) Account Balances; *minus*
    - (C) Termination Insurance Proceeds; *minus*
- (b) any Termination Deduction Amount.

3.2 The Termination Amount payable by the Enterprises to Developer in connection with any termination of this Agreement for Developer Default pursuant to Section 33.1.3 of the Project Agreement after the Substantial Completion Date shall equal the amount calculated at the Termination Date (without double-counting) as follows:

- (a) 80% of Lenders' Liabilities; *minus*
- (b) Maintenance Rectification Costs; *minus*
- (c) Account Balances; *minus*
- (d) Termination Insurance Proceeds; *minus*
- (e) any Termination Deduction Amount.

**4. Miscellaneous Compensation Provisions**

**4.1 Set Off and Deductions on Termination**

The Enterprises shall only be entitled to deduct any Termination Deduction Amount when calculating any Termination Amount pursuant to Section 1 or 2 of this Schedule 7 to the extent that, after making such deduction, the Termination Amount payable to Developer would not be less than an amount equal to the Lenders' Liabilities.

**4.2 Timing of Payment of Termination Amount**

Any Termination Amount shall be due and payable by the Enterprises 180 Calendar Days after the Termination Date.

**4.3 Treatment of Negative Termination Amount Calculations**

To the extent that any Termination Amount calculated pursuant to this Schedule 7 is calculated to be less than zero, then such Termination Amount shall be deemed to equal zero.

**4.4 Calculation of Termination Amount and Lenders' Liabilities**

The Enterprises shall be entitled to rely on a certificate of the Collateral Agent as conclusive as to the amount of the Lenders' Liabilities outstanding at the relevant time.

4.5 Transfer of Key Assets

The Developer shall comply with its obligations under Section 34 of the Project Agreement as a condition precedent to the Enterprises' payment of any Termination Amount.

4.6 Gross Up of Termination Amount

If any Termination Amount payable by the Enterprises to Developer pursuant to Section 1 or 2 of this Schedule 7 is subject to Applicable Tax, then the Enterprises shall pay to Developer such additional amount as the Enterprises reasonably determine will put Developer in the same after tax position as it would have been in had the payment not been subject to Applicable Tax, taking account of any relief, allowances, deductions, setting off or credits in respect of any Applicable Tax (whether available by choice or not) which may be available to Developer to reduce the Applicable Tax to which the payment is subject.

**Schedule 8  
Project Administration**

**1. GENERAL REQUIREMENTS**

The Developer shall be solely responsible for the management and administration of the Work, coordinating all activities necessary to perform the Work, and reporting and documenting all Work and ensuring the quality of the Work in conformance with the Agreement. The Developer shall satisfy all functional needs and characteristics of Project administration and this Schedule 8.

**2. PROJECT MANAGEMENT PLAN**

**2.1. General Requirements**

2.1.1. The Developer shall submit a Project Management Plan (PMP) that encompasses the Term of the Project Agreement, for Acceptance by the Department, prior to the issuance of NTP1, which is consistent with and expands upon the draft Project Management Plan submitted with the Proposal. The PMP shall provide clear detail of the Developer's overall approach to its team organization, structure, and management processes, and shall describe the scope, goals, and objectives of Project approach and intended results and be fully compliant with all provisions of the Project Agreement. The PMP shall identify by signature page and date, the title of the qualified professionals who are responsible for planning, reviewing, approving, reporting, monitoring, controlling, implementing, revising, and issuing the PMP, including revisions. At a minimum, the PMP shall include the following (where applicable relating to both Developer and its Subcontractors but also, where applicable, clearly identifying the division of roles and responsibilities between the Developer and its Subcontractors):

- a. An organizational chart and description, indicating the Developer's overall team structure including all Key Personnel, management staff and their reporting relationships for all Work;
- b. A design organizational chart and description, indicating the roles, responsibilities and structure of the Developer's design staff, down to and including discipline leads and the staff positions proposed in each discipline;
- c. A construction organizational chart and description, indicating the roles, responsibilities and structure of the Developer's construction staff, down to and including field superintendents and the staff positions proposed under each field superintendent for the Work for all shifts;
- d. A quality management organizational chart and description, indicating the roles, responsibilities and structure of the respective quality management, Process Control and IQC staff (Developer and IQCF), down to and including field inspection, and testing for the Work for all shifts;
- e. An Operations and Maintenance (O&M) organizational chart, and description, indicating the roles, responsibilities and structure of the O&M staff, both during the Construction Period and the Operating Period, down to and including the roadway, drainage, bridge, tolling systems and Intelligent Transportation Systems (ITS) discipline leads for any O&M related Work;
- f. A design management process, including a description of how design personnel will interface with the Department, construction, quality management and O&M organizations, in accordance with the Schedule 8, Quality Management Plan requirements;
- g. A construction management process, including the independence of Process Control (PC) personnel and activities from IQC personnel and activities, interface with the IQC and roles and responsibilities for approvals, Developer's coordination plan, the Developer's management approach, the construction management structure, identification of advanced Work, detailed delineation of work zones with identification of design and construction packages, and summary of major Project phases;

- h. Description of key processes and their reference location within the Developer's Operations Management Plan and Maintenance Management Plan, in accordance with the Schedule 11 requirements, including a description of how design personnel will interface with Developer's construction, Process Control, IQC and O&M organizations in accordance with the Schedule 8, Quality Management Plan requirements, process for inspections and notifications of issues of non-compliance to Department, and processes and timeframe for providing applicable cures for nonconformance;
- i. Detailed description of the interface between the design and construction resources and the allocation of design and construction staff to implement the Project;
- j. Process for addressing constructability, durability, maintainability and environmental compliance in the Work;
- k. Description of key processes and their reference location within the Developer's Durability, in accordance with the requirements in Schedule 8 and to meet the requirements of Schedule 12 Handback Requirements. This will include a description of how design personnel will interface with Developer's construction, Process Control, IQC and O&M organizations in accordance with the Quality Management Plan requirements in Schedule 8 to ensure durability in the design process;
- l. Description of key processes and their reference location within the Developer's Quality Management Systems Manual, in accordance with the Schedule 8 requirements, for control of the Release for Construction (RFC) drawings through the Construction Period including making changes to the design during construction and ensuring engineering review of the new design and compliance with the Project Agreement. Processes shall demonstrate how the Department and the Developer's design team are involved in the review and acceptance of deviations from the RFC drawings;
- m. Process for construction closeout including the Developer's approach to satisfaction of Milestone Completion Conditions, Substantial Completion Conditions, Final Acceptance Conditions, and management of Punch Lists;
- n. Description of key processes, and their reference location within the Developer's Safety Management Plan, in accordance with Schedule 8 requirements, for both employees of Developer and its Subcontractors and the public, including the designation of a full time safety manager, training procedures, description of the subcontractor Health and Safety Plan, accident investigation procedures and exposure assessment;
- o. Description of key processes, and their reference location within the Developer's Transportation Management Plan, in accordance with Section 2 of Schedule 10 Maintenance of Traffic requirements, including interface with the Department and the City of Denver (CCD);
- p. Description of key processes, and their reference location within the Developer's Strategic Communications Plan, in accordance with the Schedule 14 requirements, including interface with the Department, CCD, Governmental Authorities, regulatory agencies, Utility Owners, Railroads, other stakeholders and the public during the Work, at a minimum the following activities: plans and Permits review; progress, workshops, partnering and Utility coordination meetings; construction engineering and inspection; and public involvement and community input;
- q. Description of key processes, and their reference location within the Developer's Environmental Compliance Work Plan, in accordance with the Schedule 17 requirements, including interface with the Department and any Governmental Authority;
- r. Description of key processes, and their reference location within the Developer's Property Management Plan, in accordance with the Schedule 18 requirements, including processes for the security, hazardous materials assessment, demolition, debris removal, site clearing, storm water management improvements, and clean-up of building structures and property improvements acquired as part of the ROW for the Project;

- s. Description of key processes for managing the Project's Disadvantaged Business Enterprise (DBE), Emerging Small Business (ESB), and Workforce Development program, and their reference location within their respective Plans, in accordance with the Schedule 15 requirements;
- t. Description of the Developer's key processes and approach to the Schedule Work Plan, in accordance with the Schedule 8 requirements, including Schedule maintenance and required Deliverables management, and Supervening Event and Change management procedures; and
- u. Developer's approach to non-compliance reporting, evaluation, and resolution with each of its Subcontractors and methodology on how this information will be reported to the Department, including in accordance with the Schedule 6, Part 6 requirements.

## **2.2. Project Management Plan Updates**

- 2.2.1. The Developer shall monitor and improve the effectiveness of its PMP and resubmit the PMP for Acceptance by the Department annually, upon the anniversary of its initial Acceptance by the Department, or more frequently should any of the following conditions exist:
  - a. A plan or procedure no longer adequately addresses the matters it was originally intended to address;
  - b. A plan or procedure does not conform with the Project Agreement;
  - c. An audit by the Developer or the Department identifies a deficiency in the PMP requiring an update;
  - d. Organizational structure changes require revision to the PMP;
  - e. The Developer is undertaking, or about to undertake, activities that are not covered within the current PMP; or
  - f. The Department requires the PMP to be updated at its request.
- 2.2.2. The Developer shall clearly identify in a cover sheet what changes were made in a PMP update to expedite the Department's review. Also, a redline copy and a final clean copy shall be submitted to the Department.

## **3. PROJECT SCHEDULING**

### **3.1. General Requirements**

The Department's opinions concerning the various scheduling documents and reports are not controlling over the Developer's independent judgment concerning the means, methods, and sequences of Work that the Developer employs. All Work and activities of the Developer shall be scheduled and monitored by use of a Critical Path Method (CPM) Project Schedule using scheduling software compatible with Primavera P6 v7. Compatible shall mean that the Developer provided electronic file version of the Project Schedule may be loaded or imported by the Department with no modifications, preparation, or adjustments. All scheduling software settings within the scheduling/leveling dialog box shall remain 'default' unless otherwise Approved by the Department. In addition, any changes to the scheduling software settings that alter the scheduling calculations shall be clearly identified and provided as part of the Schedule submittals. The Developer shall provide a Project Schedule for the Work in accordance with this Section 3.

### **3.2. Schedule Work Plan**

- 3.2.1. The Developer shall provide a Schedule Work Plan that addresses all aspects of scheduling the Work and assigns responsibilities to positions within the Developer's organization. The Schedule Work Plan should be based on the description of the overall approach of scheduling the Construction Work provided with the Proposal Schedule. The Schedule Work Plan shall be submitted for Acceptance by the Department, prior to the issuance of NTP1, and shall provide a description of the overall approach of scheduling the Work, including the following:

- a. The Developer's approach to development, review, and coordination with the Department for Approval of the Project Schedules;
  - b. The Developer's organization and specific positions (including field personnel) that will be responsible for developing and progressing the Project Schedules and for PC and IQC of the Project Schedules, the personnel performance responsibilities and Developer coordination internally and with the Department for Project Schedules updates;
  - c. Developer's approach to updating and maintaining the Project Schedules to reflect the scheduled Work and how the Project Schedule will be utilized to progress the Work; and
  - d. Developer's approach to tracking the information necessary to update each Monthly Progress Schedule to reflect the exact manner in which the Developer executed the Construction Work.
- 3.3.2. The Developer may propose or the Department may require updates to the Schedule Work Plan. Changes to the Schedule Work Plan shall be submitted by Developer for Acceptance by the Department.

### **3.3. Project Schedules**

- 3.3.1. The Work specified in this Section 3.3 includes preparing, progressing, revising, and submitting the Project Schedules.
- 3.3.2. The Project Schedules shall be developed consistent with the Accepted Work Breakdown Structure (WBS) and shall represent a practical plan to:
- a. complete the Work before the Baseline Substantial Completion Date and the Final Acceptance Deadline, as applicable;
  - b. achieve Milestone Completion of each Payment Milestone before the applicable Milestone Completion Target Date; and
  - c. convey the intent in the manner of the prosecution and progress of the Work.
- 3.3.3. The Project Schedules shall include the planned execution of the Work in accordance with the Project Agreement. The Project Schedules shall include seasonal and weather limitations, involvement and coordination with Utility Owners, Railroads, environmental limitations, Right of Way restrictions, traffic limitations, Governmental Authorities, engineers, architects, Subcontractors, and Suppliers, and all other limitations shall be considered in the development of the Baseline Schedule, Revised Baseline Schedule, and updating of subsequent Monthly Progress Schedules. Days scheduled as non-work days shall be indicated. The Project Schedules shall include delivery dates for critical materials, submittal and review periods (which shall be in accordance with the time periods specified in Schedule 9 Submittals).
- 3.3.4. The Project Schedule shall mean any of the following schedules identified in this Section 3.3 (Project Schedules). If any ambiguity exists, which Project Schedule is meant shall be as determined by the Department.
- a. Baseline Schedule
    - i. The Developer shall submit, for Acceptance by the Department, a Baseline Schedule. The Baseline Schedule shall be a CPM Schedule with activity detail to WBS Level VI. The Baseline Schedule shall conform to the Accepted WBS and include all Developer-defined WBS Level IV, V, and VI activities.
    - ii. The Baseline Schedule shall be developed based upon the Proposal Schedule contained in Schedule 28, shall include the dates for the Key Milestones and shall be incorporated into the Project Agreement (such dates for which shall not be changed except by Department Approval). The Baseline Schedule shall detail the Developer's Activities for the Project from NTP1 through Final Acceptance. Activities representing Work during this period shall be sufficiently

detailed to plan, monitor, and evaluate the progress of the Work. The Baseline Schedule shall represent conditions of the Project at NTP1.

- iii. Once Accepted, the Baseline Schedule shall be the base Project Schedule against which all progress of the Work and the Monthly Progress Schedule shall be assessed. The Baseline Schedule shall not be modified.

b. Revised Baseline Schedule

Any revisions or changes to the Baseline Schedule proposed by the Developer, or required by the Department, shall be incorporated by the Developer into a Revised Baseline Schedule. Each Revised Baseline Schedule is subject to Department Acceptance prior to implementation. Each Revised Baseline Schedule shall have a unique name that includes a sequential revision number from the original Baseline Schedule. The Revised Baseline Schedule shall detail the then-current progress of Work, including the status of all activities, sequencing, and logic changes, and shall represent the Developer's best knowledge and planning at that time. Once Accepted, each Revised Baseline Schedule shall be the basis for all subsequent Monthly Progress Schedules.

c. Float

- i. Section 9.2.3 of the Project Agreement shall apply in respect of any Float included in any Project Schedule.
- ii. The Developer shall not suppress or consume Float by extending activity duration or including dummy activities. Preferential sequencing shall not be permitted.
- iii. The Department shall have the right to examine the identification of, or failure to identify, Float and Controlling Work Items on any Project Schedule in determining whether to Accept such Project Schedule.

3.3.5. Monthly Progress Schedules

- a. The Developer shall submit Monthly Progress Schedules with Progress Reports submitted pursuant to Section 4 of this Schedule 8, unless otherwise Approved by the Department. At a minimum, the Monthly Progress Schedule(s) shall include the following current Construction Work data:
  - i. Detailed Schedule of activities that clearly identify the Critical Path;
  - ii. Progress for the current period for all activities; and
  - iii. Actual start and finish dates of activities, physical percent complete, and Calendar Days remaining for activities in progress.
- b. The data date for use in calculating the Monthly Progress Schedule shall be the first day of the following month. The Monthly Progress Schedule shall accurately reflect updated progress as of the effective date of the Baseline Schedule or Revised Baseline Schedule, forecast finish for in-progress activities, and reforecast early and late dates for remaining activities, and shall indicate the overall physical percent complete of the Project. If any actual dates are changed or corrected in any following month, the information must be included in the required monthly narrative to be submitted along with the Monthly Progress Schedule;
- c. The Monthly Progress Schedule(s) shall be submitted, for Acceptance, monthly no later than the 10<sup>th</sup> Working Day of the relevant month, and include additional, separate, filtered lists of activities and Construction Work elements included in the Monthly Progress Schedule to illustrate the following:
  - i. Coordination and accomplishment of Construction Work associated with Utilities and Railroads;
  - ii. Status of all Key Milestones as compared to the Baseline Schedule or Revised Baseline Schedule planned dates;

- iii. Physical status of all Work as of date of the update;
  - iv. Actual progress relative to planned progress, organized by WBS;
  - v. Design document submittals for the upcoming period;
  - vi. All activities with 14 Calendar Days or less Float;
  - vii. 60 Calendar Day look ahead on all required Department Approvals and other applicable third party approvals;
  - viii. 90 Calendar Day look ahead sorted by WBS and activity early start dates;
  - ix. Critical items for Critical Path sorted by activity early start date; and
  - x. Time-scaled critical path network plot indicating the status of all activities as of the date of the update.
- d. The Developer may modify a Monthly Progress Schedule without Department Acceptance, however the Developer must receive prior Approval from the Department for any changes to the Key Milestones, or any activities that require action or include commitments by the Department, including changes to the dates such activities fall upon but the information of the changes must be included in the monthly narrative. If the Department provides comments to any Monthly Progress Schedule, the Developer shall address such comments to the Department's satisfaction prior to submittal of the subsequent Monthly Progress Schedule. The Monthly Progress Schedule shall include all information current as of the data date.
- e. Record Schedule
- The final Monthly Progress Schedule submitted shall include all Work completed through Final Acceptance and be identified by the Developer as the Record Schedule. The Record Schedule shall reflect the exact manner in which the Developer executed the Construction Work (including start and finish dates, activities, actual durations, sequences, and logic), and shall be signed and certified by the Developer's Project Manager and the Developer's lead scheduler as being a true reflection of how the Work was executed through Final Acceptance.

### 3.3.6. Schedule Requirements

- a. All Float shall be shown on the Project Schedule on each Schedule path, with the Float in respect of the Critical Path and in respect of each Milestone Completion to be separately and clearly identified.
- b. The Project Schedule shall divide the Work into activities with appropriate logic ties to show the Developer's overall approach to planning, scheduling, and executing the Work. The duration and the logical relationships of the activities and summaries at Work phase level shall be based on the actual durations and relationships anticipated. The Developer shall not use calendar dates to "logically" begin or complete any activity unless those specified calendar dates are identified in the Project Agreement. The Developer shall allow for at least three workshop sessions with the Department during development of the Baseline Schedule and at least one workshop session for each Revised Baseline Schedule. For all Monthly Progress Schedules, the Developer shall meet with the Department at least once per month and as otherwise requested by the Department.
- c. The Project Schedule shall accommodate the Right-of-Way Schedule in accordance with Schedule 18 Right-of-Way.
- d. The Project Schedule shall accommodate Utility coordination in accordance with Schedule 10, Section 4 Utilities.
- e. The Project Schedule shall accommodate Railroad coordination in accordance with Schedule 10, Section 10 Railroads.

- f. Schedule Development
  - i. All Project Schedules and Monthly Progress Schedules shall include the following data:
    - A. Activity ID;
    - B. Activity description;
    - C. Start date (actual start date for started activities);
    - D. Finish date (actual finish date for completed activities);
    - E. Original duration;
    - F. Remaining duration (for those activities started but not completed);
    - G. Variance from Baseline Schedule or Revised Baseline Schedule start dates;
    - H. Variance from Baseline Schedule or Revised Baseline Schedule finish dates;
    - I. Total Float (which shall be separately and clearly identified in respect of the Critical Path and in respect of each Milestone Completion); and
    - J. Critical Path activities highlighted in red;
  - ii. Provide sufficient number of activities in the Schedule to assure adequate planning and control of Construction Work, and to permit monitoring and evaluation of progress, and analysis of time impacts;
  - iii. Use CPM to determine Controlling Work Items of Construction Work. The Developer shall utilize retained logic for calculating all Project Schedules. Out-of-sequence Construction Work shall be itemized and described in monthly Schedule narrative reports and discussed at monthly review meetings. Out-of-sequence Construction Work shall be corrected in order to have the required record schedule;
  - iv. Show the order in which the Developer plans to perform the Construction Work, with logical ties sufficient to demonstrate the Developer's overall approach to planning, scheduling, and executing the Construction Work;
  - v. Use activities, with the exception of the first and last activities, that have a minimum of one predecessor and a minimum of one successor activity;
  - vi. Not use unnecessary logic ties;
  - vii. Use durations and logical relationships based on the actual durations and relationships anticipated;
  - viii. Depict the sequence and interdependence of all activities required for the complete performance of the Work, beginning at NTP1 and concluding at Final Acceptance;
  - ix. Use all, and only, activities which are consistent with the Developer's WBS;
  - x. Identify all design packages intended to be included as Release for Construction (RFC) documents, which, at a minimum, shall have logical ties to the submittals and Construction Work anticipated for the respective design package;
  - xi. Show the phasing of the Construction Work, including RFC documents, submittal dates, subcontractor Construction Work, procurement, fabrication, preparation of mock-ups, delivery, installation, PC, IQC, testing of materials and equipment, and any long-lead-time (over 60 Calendar Days) orders for materials or equipment;

- xii. Include the Key Milestones, which shall each be assigned “finish on or before” constraint dates;
  - xiii. Depict the required coordination with, and work to be performed by other contractors, including any contractors performing Construction Work within or adjacent to the Site, and work from adjacent projects which may affect the Construction Work, Railroad Work, Utility Owners, third parties, Subcontractors, and Suppliers;
  - xiv. Depict and account for the acquiring of Permits and Governmental Approvals;
  - xv. Show all activities, of either the Department or third parties that affect progress of the Work. Include activities identifying Department Approval or Acceptance periods and other actions;
  - xvi. Contain no activity duration shorter than one Calendar Day, or longer than 30 Calendar Days, except for long lead time material procurements, as long as each phase of the procurement is identified as a specific activity;
  - xvii. Show Maintenance of Traffic (MOT) Activities;
  - xviii. Contain no unspecified milestones, Float suppression techniques, or use of activity durations, logic ties, and/or sequences deemed unreasonable by the Department;
  - xix. Use activities or calendars instead of duration lags, and contain no negative;
  - xx. Utilize a unique number and name for each individual activity;
  - xxi. Not reuse any activity number;
  - xxii. Include, in electronic and hardcopy format, a graphic representation in the form of a Gantt chart with an activity table of all activities;
  - xxiii. Comply with all requirements in Schedule 10, Section 2 Maintenance of Traffic for all Closures documented by indicating the planned or actual start and completion of a Closure using a level-of-effort activity; and
  - xxiv. Appropriately account for weather.
- g. Schedule Management
- i. Activities and their durations that represent Department actions or commitments shall be subject to the Approval of the Department. Once Approved, no changes to such activities, nor their start and finish dates, shall be made without Department Approval;
  - ii. Activity descriptions shall not be changed without Department Approval. Any proposed change to a description shall be clearly identified and discussed at monthly meetings. New activities shall be used to show changes in scope; and
  - iii. All Project Schedules and time impact analyses shall include a certification by the lead scheduler and Project Manager that the information presented is true and accurate based on information currently known and meets the requirements of the Project Agreement.
- h. Schedule Narrative Report
- i. The Baseline Schedule shall include a Schedule Narrative Report describing, at a minimum, the Developer’s plan and schedule for achieving the Project Agreement requirements and objectives for all Work. The narrative shall describe the methods of operation, resources to be employed, time frames for Project Administration, design, and construction, and time frames for accomplishment of specified milestones and Key Milestones. A Resource Plan shall be included, which shall

document in detail the types and quantities of resources needed to prosecute all aspects of the Work;

- ii. The Revised Baseline Schedule shall include a Schedule Narrative Report describing the Developer's plan and schedule for achieving the remaining Agreement requirements and objectives for the Work. The narrative shall include a list of the changes that were made to the Revised Baseline Schedule and why the changes were made. The narrative shall also describe the methods of operation, resources to be employed, time frames for the design and construction, and time frames for accomplishment of specified milestones and Key Milestones. A Resource Plan shall be included, which shall document in detail the types and quantities of resources needed to prosecute all aspects of the Work; and
- iii. The Monthly Progress Schedule shall include a Schedule Narrative Report describing the status of the Work, in detail. The narrative shall include a list of the changes made to the schedule, why those changes were necessary, progress made that period, plans for the forthcoming period, all potential delays and problems, their estimated effect on the Project Schedule and overall completion, and whether the Project is on, ahead of, or behind schedule. The Monthly Progress Schedule narrative shall not be considered to be notification of delays, request for Changes, or other issues.

#### 3.3.7. Work Breakdown Structure

- a. The Developer shall submit to the Department a detailed WBS along with its Baseline Schedule. The Baseline Schedule shall include a detailed, organized hierarchical division of the WBS for completing each element of the Work. The Accepted WBS shall be the basis for organizing all Work under the Project Agreement, and shall be used as a basis for the Project Schedules, and other control systems;
- b. The WBS shall conform to the levels in Table 1. Table 1 represents Levels I through VI, which are the minimum levels of the WBS that all schedule information shall roll up. However, further detail shall be provided by the Developer for Levels IV, V, and VI to ensure a clear understanding of the Project Agreement. The Developer shall submit its Baseline Schedule broken down to the WBS Level V activities. Additionally, a roll-up of activities unique to design, construction, and maintenance shall be shown at Level IV;
- c. The Accepted WBS shall be the basis for organizing all Construction Work under the Project Agreement, and shall be used to structure the design, and other control systems. The Developer shall submit its Baseline Schedule specifying WBS activities and proposed Construction Work segments. The Baseline Schedule shall be submitted for Approval by the Department prior to the issuance of NTP1; and
- d. A method statement shall be prepared for each of the Level III WBS elements listed in the Project Schedules for all Critical Path items in the Project Schedules, and for any feature not listed in the Project Schedules that the Developer considers a salient feature for timely completion. The methods statement shall be completed in accordance with the CDOT Standard Specifications.

**Table 1 WBS Levels**

<b>Level I:</b>	<b>I-70 EAST PROJECT AGREEMENT PROGRAM</b>
Program Level – Department use only: The summary of all program components	
<b>Level II:</b>	<b>MAJOR PROGRAM ELEMENTS</b>
<ul style="list-style-type: none"> <li>• Major Program elements:</li> <li>• Activities of the Developer. This is the Developer’s highest level</li> </ul>	
<b>Level III:</b>	<b>CONSTRUCTION WORK COMPONENTS</b>
Developer Construction Work Components: <ul style="list-style-type: none"> <li>• Breakdown of major components of the Construction Work:                         <ul style="list-style-type: none"> <li>○ Mobilization</li> <li>○ Construction Work Management</li> <li>○ Quality Management Plan</li> <li>○ Changes/construction modification orders</li> <li>○ Disadvantaged Business Enterprise/Emerging Small Business Plan</li> <li>○ Workforce Development Plan</li> <li>○ Strategic Communications</li> <li>○ Environmental Management</li> <li>○ Drainage</li> <li>○ Utilities</li> <li>○ Structures</li> <li>○ Railroads</li> <li>○ Right-of-Way</li> <li>○ Aesthetics</li> <li>○ Fire &amp; life safety</li> <li>○ Deck cover park plans</li> <li>○ Maintenance of traffic</li> <li>○ Roadway</li> <li>○ ITS</li> <li>○ ETC (including the timeframes provided in <u>Section 3, Schedule 10</u> related to the ETC System Integrator’s scope of work)</li> <li>○ Warranty</li> </ul> </li> </ul>	

<b>Level IV:</b>	<b>CONSTRUCTION WORK SUBCOMPONENTS</b>
Developer Contract Subcomponents: <ul style="list-style-type: none"> <li>• Breakdown of all major subcomponents of the Construction Work (i.e. level III WBS), at a minimum, the Developer shall include Level IV elements.</li> <li>• The Developer to define certain activities at this level (e.g., work areas)</li> </ul>	
<b>Level V:</b>	<b>CONSTRUCTION WORK SUBCOMPONENTS AND WORK ACTIVITIES</b>
Breakdown defined by the Developer: <ul style="list-style-type: none"> <li>• As-Built plans</li> <li>• Minor subcomponents (e.g., bridge substructures &amp; superstructures, etc.)</li> <li>• The Developer to define certain activities at this level (work areas, phasfes, etc.)</li> <li>• Maintenance during construction (duration based)</li> </ul>	
<b>Level VI:</b>	<b>WORK SUB-ACTIVITIES</b>
Breakdown defined by the Developer: <ul style="list-style-type: none"> <li>• The Developer to define all activities at this level</li> </ul>	
Schedules: <ul style="list-style-type: none"> <li>• No specific Project Schedules are required at this level. However, level VI activities are required as a component of the Monthly Progress Schedule.</li> </ul>	

#### **4. PROGRESS REPORTING**

##### **4.1. Progress Submittals**

The Developer shall submit Progress Reports to the Department each month. Each Progress Report shall be submitted for Acceptance within 10 Working Days following prior month's end. Progress Report submittals shall be done electronically.

##### **4.1.1. Progress Report Content**

The Progress Report shall include:

- a. A Cover Sheet indicating the following information:
  - i. Project number and title;
  - ii. Progress Report number (numbered consecutively starting with "1");
  - iii. Period covered by the Progress Report (specific calendar dates);
  - iv. Total percent complete to date for the Construction Work as a whole and for each Level III WBS activity; and
  - v. Identification of Nonconforming Work generated during the period covered by the Progress Report;
- b. Additionally, each monthly Progress Report shall include the following:
  - i. Narrative description of Level V activity and progress for the Construction Work as a whole, including maintenance, design, and construction;
  - ii. Identification of start and completion dates;
  - iii. Update of progress with respect to Utilities and Railroads;
  - iv. Update of progress with respect to Right-of-Way;

- v. Identification of whether any completion and deadlines are achieved or revised during the period;
  - vi. Summary of PC and IQC program efforts, including results of design reviews, Nonconforming Work generated, resolved and remaining outstanding;
  - vii. Identification of problems and issues that arose during the period and remaining problems and issues to be resolved;
  - viii. Summary of resolution of problems and issues raised in previous Monthly Progress Reports or resolved during the period;
  - ix. Summary of Construction Work accidents (frequency and severity) and the management of those accidents through the SMP;
  - x. Identification of critical Schedule issues and proposed resolution;
  - xi. Discussion of Schedule variations from Key Milestones that have slipped or improved;
  - xii. Monthly update and discussion of previous month's Strategic Communications activities, in accordance with the requirements of Schedule 14, including: stakeholder meetings, public meetings, community events, complaint tracking log, and outreach tools employed;
  - xiii. Monthly Environmental Compliance Work Plan (ECWP) activities report in accordance with Schedule 17;
  - xiv. Monthly report and tracking in relation to small business participation, workforce development and Davis-Bacon, in accordance with the requirements of Schedule 15; and
  - xv. Progress photographs;
- c. The Progress Report format shall be Approved by the Department, and jointly established through consultation with the Developer, within 10 Working Days after NTP1. The Progress Report shall be on Developer 8.5 x 11 inch letterhead;
- d. The status date of the Monthly Progress Schedule is the last Calendar Day of each month. The data date for use in calculating the Monthly Progress Schedule shall be the first Calendar Day of the following month;
- e. The Developer shall make all corrections to the Monthly Progress Schedule requested by the Department and resubmit the Monthly Progress Schedule. If the Developer does not agree with the Department's comments, the Developer shall provide written notice of disagreement within five Working Days from the receipt of the comments. The items in disagreement shall be resolved in a meeting held for that purpose;
- f. Certification by the Developer's Project Quality Manager. The Developer shall submit a certification signed by its Project Quality Manager certifying that:
- i. All Construction Work, including that of designers, sub-contractors, suppliers and fabricators has been checked and/or inspected by the Developer's PC and IQC program staff, and that all Construction Work, except as specifically noted in the certification, conforms to the requirements of the Project Agreement;
  - ii. The Quality Management Plan (QMP) and all of the measures and procedures provided therein, are functioning properly and are being followed; and
  - iii. All safety critical work, in conformance with the Safety Management Plan (SMP) as further described in the Project Special Provisions set out in Appendix A to this Schedule 8, has been reviewed and sealed by the professional engineer of responsible charge before construction begins. Safety

critical work is defined by the CDOT Revision of Section 107 – Performance of Safety Critical Work, included in Appendix A to this Schedule 8.

- g. Maintenance Progress Report. The Developer shall submit to the Department the current Maintenance Progress Report simultaneously with the monthly Progress Report.

#### 4.1.2. Progress Status Meetings

A Progress Status Meeting shall be conducted each time a Monthly Progress Report is made. The meeting shall be used to verify, address and finalize the following:

- a. Actual start dates;
- b. Actual and planned completion deadlines for Key Milestones;
- c. Activity percent complete;
- d. Incorporation of Approved Change Orders;
- e. Status of outstanding Nonconforming Work;
- f. Work performance;
- g. Monthly Progress Schedule, including changes from previous month's Progress Schedule; and
- h. Critical Path.

### 5. GOVERNMENTAL APPROVALS TRACKING

#### 5.1. Governmental Approvals tracking list

5.1.1. No later than 30 Working Days after the Agreement Date, and thereafter on each anniversary of such date, Developer shall submit to the Department a list (the "Governmental Approvals List") of all Governmental Approvals and Permits that are required in respect of Work that:

- a. Have been or will be applied for within the next 12-month period;
- b. Have previously been obtained and are in effect; and
- c. Have expired or been terminated during the prior 12-month period.

5.1.2. The Governmental Approvals List shall identify the:

- a. Date on which any Governmental Approval or Permit application was made;
- b. Date on which any Governmental Approval or Permit is expected to be or was obtained;
- c. Date on which any Governmental Approval or Permit expired or was terminated; and
- d. Anticipated date for any expiration or renewal for any Governmental Approval or Permit.

5.1.3. Without prejudice to Developer's obligations under Sections 8.4 and 19 of the Project Agreement, as soon as reasonably practicable following a request to do so, Developer shall supply free of charge to the Department a copy of any document or documents referred to in such list.

### 6. QUALITY MANAGEMENT

#### 6.1. General

6.1.1. The Developer shall be responsible for implementation and maintenance of an effective quality program to manage, control, document and assure all obligations of the Developer comply with the requirements of the Project Agreement. The Developer shall develop and submit a comprehensive Quality Management Plan (QMP) that is consistent with and expands upon the draft Stage 1 QMP and draft Stage 2 QMP submitted in the Proposal. The QMP shall document the Developer's commitment to quality, and all quality requirements of the Project Agreement. Processes and procedures established in the QMP shall comply with International Organization for Standardization (ISO) 9001:2008, or equivalent ISO standard in effect on the date the QMP is

- submitted. The QMP shall encompass all Work performed by the Developer and Subcontractors of all tiers. The Developer shall obtain the Department's Approval of the QMP in two stages: Stage 1, Approval of all non-construction related procedures and plans; and Stage 2, Approval of all construction-related procedures and plans.
- 6.1.2. The QMP shall delineate how the Developer will ensure that all disciplines, aspects, and elements of the Work shall comply with the requirements of the Project Agreement.
  - 6.1.3. The QMP shall cover temporary and permanent components of the Work.
  - 6.1.4. The QMP shall include procedures and methods that define how the Developer will collaborate with the Department through the Department's quality assurance oversight program as described in Section 6.6 of this Schedule 8.
  - 6.1.5. The QMP shall describe the Developer's quality policy, approach to Process Control (PC) and Independent Quality Control (IQC) relative to design, construction, and Work management, quality improvement, quality personnel, and training in the QMP. The QMP shall list procedures for meeting all requirements of the Project Agreement. The Developer shall submit the Stage 1 QMP for non-construction related Work to the Department for Approval prior to issuance of NTP1. The QMP for all remaining Work (Stage 2) on the Project must have the Department's Approval prior to the issuance of NTP2. Any subsequent addenda to the QMP, required during execution of the Work, shall require the Department's Approval prior to implementation.
  - 6.1.6. The QMP may include a process to allow the commencement by the Developer of Restricted Activities (as defined in Schedule 9, Submittals) on an at risk basis. If included, such process shall require the Developer to document at a minimum the following:
    - a. Identification of the need to perform the Work constituted by the relevant Restricted Activities on an at risk basis;
    - b. Description of such Work, including discussions with the Department;
    - c. Description of Developer assessment of risk associated with proceeding with such Work on an at risk basis;
    - d. Developer approval mechanism, above the Principal Subcontractor level, and including the IQCM;
    - e. Clear delineation of at risk construction plans, how and when they will be released; and
    - f. Verification process of acceptability of such Work once plans have formally been Released for Construction.
  - 6.1.7. The Developer shall update and submit to the Department for Approval its QMP when its own quality management organization detects systemic or fundamental breaches of the Project Agreement or deficiencies in the manner the Work is inspected or tested, including breaches or deficiencies that have caused or that may cause Nonconforming Work to be performed, or when the Department advises the Developer of such a problem. The Developer shall also revise the QMP should any of the following conditions exist:
    - a. QMP or procedure within the QMP no longer adequately addresses the matters it was originally intended to address;
    - b. QMP or procedure within the QMP does not conform with the Project Agreement;
    - c. An audit by the Developer or the Department identifies a deficiency in the QMP requiring an update;
    - d. Organizational structure changes require revision to the QMP;
    - e. The Developer is undertaking, or about to undertake, activities that are not covered within the current QMP; or
    - f. The Department requires the QMP to be updated at its request.

## 6.2. Administrative Requirements

6.2.1. Quality Systems Procedures shall adhere to the following requirements:

- a. Be consistent with the requirements of this Section 6.2.1 of this Schedule 8 and Developer's stated quality policy.
- b. Include all Work methods and the enforcement and implementation of these work methods through best practice. However, it is inevitable that situations will arise that require a departure from the norm. These conditions shall be anticipated in the procedures and shall allow for control of these activities.
- c. Define the liaison and interface between the quality organization and the design and construction arms of the Developer.
- d. The quality procedures shall, as a primary objective, be written with the intent of gaining employee understanding of the system.
- e. Describe to the rationale for the procedures selected and, if the procedures do not address every provision of this Section 6.2.1 of Schedule 8, to explain why the standard is not applicable in their particular situation.
- f. The following list of procedures (items i through xxi) shall serve as the starting point for defining Developer's quality management system:
  - i. Procedure for the preparation, control, and distribution of the Quality Management Plan;
  - ii. Scope;
  - iii. Key Personnel;
  - iv. Organizational/technical interfaces;
  - v. Design input requirements;
  - vi. Design output requirements (deliverables);
  - vii. Design Reviews;
  - viii. Department participation;
  - ix. Levels of responsibility and authority;
  - x. Procedure to control, verify, and validate the design;
  - xi. Procedure for document issue, approval, and revision;
  - xii. Procedure for the identification of, and where required by Project Agreement, the traceability of, deliverable items, such as Release for Construction Documents and As-Builts;
  - xiii. Procedure for the verification and control of computer programs used in design;
  - xiv. Procedures for inspecting, testing, and calibrating equipment;
  - xv. Procedures for handling Nonconforming Work;
  - xvi. Procedures for environmental compliance;
  - xvii. Procedures for corrective/preventive actions;
  - xviii. Procedures for handling storing, packaging, tracking and submitting Deliverables;
  - xix. Training processes;
  - xx. Procedures for internal quality audits; and
  - xxi. Procedure for management review.

- g. The implementation of the quality system shall be demonstrated by internal quality audit reports, the trending of nonconformance, records of root-cause analysis, records of corrective and preventive actions, and records of Department audits and observations.
- h. Documented procedures may make reference to specifications that define how an activity is performed. Procedures shall describe the process steps of what needs to be done and work instructions shall prescribe how it is to be done.

#### 6.2.2. Quality Policy

- a. The Developer shall develop a written policy for quality, including objectives for, and its commitment to, quality. The Developer's executive management shall ensure that this policy is implemented at all levels of the Developer's organization.
- b. The Developer shall publish and post a statement of its commitment to quality and the organization's quality objectives in several locations throughout the Project Office and the Site. The statement shall explain the Developer's commitment to quality and the responsibility the Developer has for assuring that it meets the quality requirements included in this Schedule 8.
- c. The quality policy statement shall be made known to and understood by all Developer employees, sub-consultants, Subcontractors, and Suppliers. The Developer shall conduct and document a formal training program for all Developer employees, sub-consultants, Subcontractors, and Suppliers on the quality policy prior to their participation in activities monitored by the Developer under the QMP.
- d. The QMP shall include the Developer's executive management's quality policy. The QMP shall delineate the procedure used by the Developer's executive management to implement the Developer's quality policy.

#### 6.2.3. Quality Planning

- a. The Developer shall provide evidence of quality planning that ensures specific requirements of the Project Agreement have been identified and incorporated into the documented quality system. Department's requirements represent the minimum requirements.
- b. The Developer shall perform IQC inspections during all phases of the Work from NTP1 until Final Acceptance to assure that the Work meets, and is being performed in accordance with, the Project Agreement.
- c. The Developer shall include in the QMP its planning methods to meet the requirements of the Project Agreement. The Developer shall include, at a minimum, the activities below in its quality planning efforts to meet the Project Agreement requirements for the Work:
  - i. Define and develop quality objectives for the Work;
  - ii. Identify the necessary processes, resources, and IQC personnel that are needed to assure that Developer obligations meet the requirements of the Project Agreement, including, but not limited to, design, construction, Environmental Compliance, Strategic Communications requirements, maintenance of traffic requirements, safety, Disadvantaged Business Enterprise (DBE), Emerging Small Business (ESB), Workforce Development, training, project management processes, and the QMP;
  - iii. Ensure the compatibility of design, construction, installation, public information, inspection, and testing procedures;
  - iv. Develop and maintain up to date procedures for PC, IQC, and quality improvement;
  - v. Identify and define all measurable Project Agreement requirements;

- vi. Identify quality hold points for Developer IQC testing and inspection and to allow the Department the opportunity to perform its own verification responsibilities;
- vii. Identify, define, and implement standards of workmanship for all applicable work features (e.g., concrete finishing);
- viii. Identify, define, prepare, and maintain quality records and quality plans for all elements of design, including, but not limited to, wet and dry utilities, architectural, civil, structural, geotechnical, survey, hydraulic, environmental, traffic, safety, Right-of-Way (ROW), and temporary Work;
- ix. Develop a procedure for preparation, control, Approval, and distribution of the QMP;
- x. Develop a procedure for IQC auditing to ensure the Developer, Subcontractors, and Suppliers of material understand and are effectively implementing the QMP;
- xi. Develop a procedure for corrective and preventative actions regarding quality compliance and implement the quality improvement plan to address corrective Work;
- xii. Develop a procedure and ensure the Developer's executive management reviews the QMP at planned intervals to ensure its continued suitability, adequacy and effectiveness. Such reviews should include PC/IQC results, owner verification results, status of corrective/preventive actions, follow-up items from previous management reviews, changes to the QMP, and recommendations for improvement;
- xiii. A systemic process for ensuring quality regardless of production or scheduling needs.

#### 6.2.4. Process Control

- a. The Developer shall be responsible for establishing, documenting, and implementing, a PC program. The PC program shall be described in the QMP and shall include all procedures necessary for the Developer to control the quality of its production processes to meet the requirements of the Project Agreement. The Developer shall develop a testing and inspection schedule to control production processes. The Developer shall conduct examinations of the quality of workmanship to confirm that all Work is being performed in accordance with all Project Agreement requirements. Appropriate follow-up inspections, sampling, and testing of materials shall be performed as each item of Work progresses to assure consistency in workmanship, compliance with Project Agreement requirements, (including design and construction documents), and satisfactory performance of the Work in service.
- b. Construction PC materials testing activities shall utilize statistical analyses of material test results, including mean, variance, range, and running averages; measurements; clearances; and interactions between PC and IQC. The results of these activities shall be used by the Developer to set up control charts to monitor and track variations in materials over time. The control charts and the analytical results on which they are based shall be provided to the Department within 24 hours when requested.
- c. Tests or inspections performed by production or PC personnel as part of the PC process shall not be used to satisfy the IQC requirements.

#### 6.2.5. Control of Inspection, Measuring, and Test Equipment

- a. Developer shall establish and maintain documented procedures to control, calibrate, and maintain inspection, measuring, and test equipment – including test software – used by Developer to demonstrate the conformance of product to the specified requirements. Inspection, measuring, and test equipment shall be used in a manner that ensures that

the measurement uncertainty is known and is consistent with the required measurement capability.

- b. Developer shall secure for the Project an independent Quality Control Firm (IQCF) which shall be an independent engineering/testing firm employed by the Developer responsible for administering and managing the construction IQC Inspection, sampling, and Testing. The IQCF and any Subcontractors or sub-consultants thereto must not be a Developer-Related Entity or any Affiliate thereof.
- c. The Developer shall establish, document and implement an IQC program. The Developer shall include in the QMP the methods and procedures by which the Work will be certified by the Developer as complying with the requirements of the Project Agreement.
- d. The IQC program shall be separate from the Developer's PC program.
- e. At a minimum, the IQCF testing shall include the observations, measurements, and documentation specified in the CDOT *Field Materials Manual* and its Frequency Guide Schedule for minimum materials sampling, testing, and inspection for all quality acceptance tests required. Items identified as pre-tested or pre-inspected by the Department shall remain the responsibility of Developer. The IQCF shall document the results and show if the test passed or failed based on the "pass/fail criteria" established in the Project Agreement. The IQCF shall include failing tests results in the test documentation.
- f. IQC personnel shall not participate in any PC activities and shall be independent of the PC personnel.
- g. The Developer shall identify in the QMP all necessary resources and personnel to perform all IQC activities required to ensure all Work meets the requirements of the Project Agreement. The QMP shall identify the construction quality hold points for IQC testing and inspection and shall describe how the Developer will notify the Department so that it may have the opportunity to perform its owner verification responsibilities.

#### 6.2.6. Quality Improvement

- a. The Developer shall establish, document, and implement a program for quality improvement. The Developer shall include in the QMP the methods for identifying, analyzing, evaluating, and implementing solutions to continuously improve quality. The QMP shall establish and maintain specific procedures to ensure a successful Quality Improvement Program.
- b. The Developer shall schedule and perform internal quality audits on the basis of the status and importance of the activity to be audited. The Developer shall conduct weekly quality meetings with affected Developer staff including construction specialty leads, and the Department to discuss open Nonconformance Notices (NCN)s/Nonconformance Reports (NCR)s and quality issues. All unresolved quality issues, including but not limited to NCRs and owner verification NCNs, shall be discussed at these meetings, until resolved. The Developer shall submit an updated Nonconforming Work log to the Department weekly and shall use the log to look for Nonconforming Work trends to determine if Corrective Actions are needed.
- c. The Developer shall ensure timely implementation of the necessary Corrective Actions to improve any nonconformance found during audits. The Developer's follow-up activities shall ensure the implementation and effectiveness of the Corrective Action taken. Corrective Actions shall identify the root causes of deficiencies and shall be developed, implemented, and tracked to prevent the recurrence of future nonconformance. Corrective Actions shall be monitored through review of documents, surveillance, or follow-up audits. The Developer shall keep records of Corrective Actions together with the respective audit records and submit those records to the Department upon request.

- d. The Developer shall consider the Department's verification audits and the overall project goals to determine where Developer quality improvement audits shall be performed and potential Corrective Actions to be implemented.

6.2.7. Quality Personnel

- a. The Developer's executive management shall have overall responsibility for success of the QMP. The Developer's executive management shall have the responsibility to ensure that personnel performing PC and IQC activities have the appropriate education, training, skills, and experience to meet the requirements of the Project Agreement. The Developer shall designate a Project Quality Manager (PQM) who shall not report to Developer's Project Manager, but shall be directly responsible to and report to the Developer's executive management. The PQM shall provide all final checks, approvals, and certifications for quality. The PQM shall be responsible for assuring, certifying, and providing documented evidence that the Work meets the requirements of the Project Agreement. The PQM shall have the authority and responsibility for the success of the Developer's quality program, and shall ensure that authority and responsibilities are defined and communicated within the organization.
- b. The PQM shall be the primary point of contact to the Department for all issues relating to Developer's Quality Management Plan, including preparation, review, implementation, and updates. The PQM, irrespective of other responsibilities, shall have defined authority and responsibility for the following:
  - i. Ensuring that a quality system is established, implemented, and maintained;
  - ii. Reporting quarterly on the performance of the quality system to Developer's executive management and the Department for review and as a basis for improvement of the quality system; and
  - iii. Direct supervision of the IDQM and IQCM and their respective staffs.
- c. The Developer shall assign an Independent Design Quality Manager (IDQM) that reports directly to the PQM and shall be responsible for all design quality control activities for the Work. The Developer shall identify a Design Process Control Manager (DPCM) for all design activities. The DPCM may be employed by the Lead Engineer and shall be responsible for all design PC activities. The IDQM shall not be involved with scheduling or production activities, and shall report directly to the PQM. The IDQM shall ensure that the methods and procedures contained in the Approved QMP, related to design, are implemented and followed by the Developer, subcontractors, fabricators, suppliers, and vendors in the performance of the Work.
- d. The Developer shall assign an on-site Construction PC Manager (CPCM) who shall be responsible for management of the PC aspect of the QMP. The CPCM shall not be involved with scheduling or production activities, and shall report directly to the Developer's management team. The CPCM shall ensure that the methods and procedures contained in the Approved QMP, related to construction, are implemented and followed by the Developer, subcontractors, fabricators, suppliers, and vendors both on-site and off-site in the performance of the Work.
- e. The Developer shall assign an on-Site Independent Quality Control Manager (IQCM) who shall be an employee of the IQCF and shall be responsible for management of the IQC aspect of the QMP. The IQCM shall report to the PQM and to the Department. The IQCM shall not report to any person or party directly responsible for design or construction production.
- f. The IQCM and CPCM shall both have or obtain the American Society for Quality (ASQ) certification as Quality Inspector, Quality Engineer, or Manager of Quality as an NTP2 Condition.

- g. The Developer's PQM, IQCM, IDQM, CPCM, and DPCM shall review and approve the QMP prior to submittal to the Department. The Developer shall assure, certify and provide documented evidence that the Work meets the requirements of the Project Agreement. At a minimum, the PQM shall report the status of the Work's quality monthly to the Department.
- h. All construction IQC testing personnel and PC testing personnel performing concrete and hot bituminous pavement process control tests shall meet the standards established in Section CP-10 of the CDOT *Field Materials Manual*.
- i. All construction IQC inspection personnel performing fabrication inspection of structural steel elements shall be qualified in accordance with Section 4.0 of the *CDOT Staff Bridge Fabrication Inspection Manual, Fabrication Inspection of Structural Steel Items for CDOT Roads and Bridge*.
- j. All construction IQC testing and inspection personnel performing inspections and tests for pre-stressed and precast concrete products shall be qualified in accordance with Section 3.0 of the *CDOT Staff Bridge Fabrication Inspection Manual, Fabrication Inspection of Pre-stressed and Precast Concrete Products*.
- k. The Developer shall ensure that personnel performing Work shall have the education, training, skills, and experience to meet the requirements of the Project Agreement. The Developer shall maintain appropriate personnel records that may be examined by the Department upon request.

#### 6.2.8. Training

- a. The Developer shall establish and maintain documented procedures for identifying training needs and requirements and shall provide training of all personnel performing activities affecting quality. Personnel performing specific assigned tasks affecting quality shall be trained in the specific plans, processes, and procedures as assigned in the QMP (e.g., Materials Testing and Inspection Plan (MTIP), Developer auditing procedures, etc.).
- b. The Developer shall provide training to all personnel that may interface with the Department's oversight efforts (audit process) to ensure they understand their roles and responsibilities for cooperating and responding to audits.

### 6.3. Quality Management Plan Requirements

6.3.1. The QMP shall state the Developer's commitment to quality and provide a clear definition of the scope of activities and detail the methods to ensure the Work meets the requirements of the Project Agreement. The QMP shall list all deliverables to the Department, as required by the Project Agreement and this Section.

#### 6.3.2. Responsibility and Authority

- a. The Developer shall include in the QMP an organizational chart that illustrates a commitment to an effective quality program to ensure all Work meets the requirements of the Project Agreement. The QMP shall describe the hierarchy of the Developer's organization. The QMP shall graphically depict the principal quality participants, showing lines of responsibility, authority, communication, and interfaces with the Department; other involved agencies; and any other team members having a significant quality role, including subconsultants, Subcontractors, and Suppliers. The PQM, IDQM, DPCM, CPCM (and PC staff) and IQCM (and IQC staff) shall be shown on the organization chart to report to the Developer's executive management and be independent of the Developer's Project Manager. The Developer shall update the organization charts and distribute those charts to the Department when any changes to the organization are made.
- b. The QMP shall describe the roles and responsibilities of the PQM, IDQM, DPCM, CPCM, IQCM, PC and IQC staff, and other key personnel; and shall describe their authority to implement quality improvements for the Work.

- c. The Developer's PC/IQC managers and PC/IQC staff shall have no responsibilities in the management and production of the Construction Work and IQC personnel shall have the authority to stop Work that does not comply with requirements of the Project Agreement.
- d. The responsibilities of all personnel who manage, perform, and ensure the quality of the Work include:
  - i. Initiate action to prevent the occurrence of Nonconforming Work;
  - ii. Identify, evaluate, and document quality problems;
  - iii. Recommend or initiate quality improvement solutions through established organizational channels;
  - iv. Ensure the implementation of quality improvement solutions; and
  - v. When Nonconforming Work is identified, stop all Work that is affected by the Nonconforming Work until the deficiency is corrected.
- e. The PQM, IDQM, DPCM, CPCM, and IQCM shall have the following responsibilities defined in the QMP:
  - i. Facilitate compliance of Work with the requirements of the Project Agreement and the Approved QMP;
  - ii. Approve Developer quality processes and procedures;
  - iii. Provide adequate resources and trained personnel for PC and IQC activities;
  - iv. Ensure the adequacy and enforcement of quality procedures, processes, inspections, and tests for all Work;
  - v. Establish and implement procedures to control and ensure the Work performed by subconsultants, Subcontractors and Suppliers meet the requirements of the Project Agreement;
  - vi. Ensure the QMP is being implemented and report in writing regularly to the Developer's executive management regarding the status of the implementation of the QMP;
  - vii. Ensure that quality records are properly prepared, completed, maintained, and delivered to the Department, as required by the Project Agreement, to provide evidence of PC and IQC activities performed and quality results achieved;
  - viii. Ensure that IQC staff is independent of the Developer's Project Manager and regularly reports to the Developer's executive management; and
  - ix. Continually promote awareness of the requirements of the Project Agreement throughout the Developer's entire project organization.

#### **6.4. Independent Quality Control**

##### **6.4.1. General**

- a. The Developer shall establish, document, and implement an IQC program. The Developer shall include in the QMP the methods and procedures by which the Work shall be certified by the Developer as complying with the requirements of the Project Agreement.
- b. The QMP shall establish procedures for procuring services. The procedures shall include a review and approval process by the Developer for adequacy of specified technical requirements and the adherence to quality requirements.
- c. The QMP shall describe the measures to be taken to ensure that Subcontractors, Suppliers and subconsultants meet, implement, document, and maintain the QMP requirements.

- d. The selection of Subcontractors, Suppliers and subconsultants and the type and extent of control exercised by the Developer shall be dependent upon the type of product or service and, where appropriate, on records of Subcontractors', Suppliers' and subconsultants' previously demonstrated capability and performance.

#### 6.4.2. Design Quality Control

- a. The QMP shall include procedures that address all elements of design, including, but not limited to, wet and dry utilities, architectural, civil, structural, geotechnical, survey, hydraulic, landscaping, aesthetics, environmental, traffic, safety, ROW, and temporary Work. The Developer shall identify in the QMP all applicable computer programs to develop and check designs.
- b. The QMP shall describe how the design team schedules the design efforts, including task force meetings, design reviews, constructability reviews, design meetings, independent design checks, and a Schedule for Release for Construction Documents and As-Built documents.
- c. The Developer shall identify in the QMP design input requirements. The Developer shall perform ongoing audits of the design input requirements. The Developer shall maintain an accessible, centrally controlled design manual, database, or list that contains all relevant design inputs to be used by design personnel for the Work. The Developer shall provide a process in the QMP to ensure that the design inputs are communicated to, and accessible by, the relevant designers responsible for incorporating design inputs into the design. The Developer shall include in the QMP how changes to design inputs are identified, reviewed, and approved by authorized personnel prior to their implementation. The QMP shall also include:
  - i. Procedures to control and independently ensure that the design meets the requirements of the Project Agreement, including provisions for subconsultant's designs and configuration management activities;
  - ii. Procedures to identify and track design document deliverables;
  - iii. Procedures for Developer approval, tracking and recording revisions to Release for Construction (RFC) Documents. The Developer shall have a formal procedure for comment resolution included in the QMP;
  - iv. Procedures for Developer approval of RFC Documents; and
  - v. Procedures for approval of supplier-provided design drawings (e.g. shop drawings), including opportunity for the Department to perform audits.
- d. The Developer's design quality program shall include processes based on Developer's obligations under this Section 6.4.2.d.
  - i. The Developer shall prepare, and submit to the Department for Acceptance, preliminary (30% level) plan packages which (1) show how the Developer's design meets the Schedule 10 Design and Construction Requirements obligations and Ultimate configuration accommodation requirements and (2) include:
    - A. Cover sheet;
    - B. Typical sections;
    - C. Plan and profile for the I-70 Mainline, CDOT Roadways, and Local Agency Roadways;
    - D. Structure Concept Plans including:
      - (I) Plans, elevations, and appropriate typical sections for each bridge type;

- (II) Plan views of the structure identifying each bridge location and type. Include documentation of design vehicle turning movement analysis;
  - (III) Plan views of the structure identifying each wall location and type;
  - (IV) Description of conceptual solutions for complex structural problems identified by the Developer;
  - (V) Description of creative or innovative ways the design, construction, and/or choice of structural types will benefit and/or enhance the Project Schedule, quality, aspects of the structure; and minimize traffic impacts; and
  - (VI) Structure numbers for major structures.
- E. Drainage structure general layouts;
  - F. Master drainage plan;
  - G. Master Drainage Report;
  - H. Master Water Quality Report;
  - I. Preliminary wall layouts; and
  - J. Roadway cross sections at 50 foot intervals.
- ii. Task Force Meetings

The Developer shall conduct weekly task force meetings to coordinate the design development within the Developer's organizations and with the Department and other affected agencies. As a minimum, the Developer shall prepare an agenda and conduct each meeting to discuss the status of the design, coordinate the design development between design disciplines, discuss constructability issues, and identify any questions associated with design requirements. The Developer shall take meeting minutes for all task force meetings and provide minutes to the Department for Acceptance within four Working Days after each meeting. The Developer shall provide final minutes to the Department via the Department's document management system on a monthly basis.
  - iii. Design Progress Review Meetings

The Developer shall hold one design progress review meeting during the design development process (e.g., 90% package) and invite the Department to attend. The design progress review meetings shall be scheduled, conducted, and documented by the Developer. The Developer shall take meeting minutes and submit those minutes to the Department for Acceptance within four Working Days after each meeting.
  - iv. Final (100% Level) Plan Package

The Developer shall prepare the final (100% level) plan packages showing how the Developer's design meets the Schedule 10 Design and Construction Requirements obligations and submit to the Department for Acceptance. After the review period, the Developer shall conduct a comment resolution meeting with the Department.
  - v. RFC Documents and revisions to RFC Documents

RFC Documents shall be submitted for Acceptance by the Department. The RFC Documents shall include an MTIP. This plan shall give testing quantities and frequencies, and IQC inspection quality hold points to confirm minimum QMP

requirements have been met. The Developer's Project Quality Manager shall approve the RFC Documents prior to RFC. The Developer shall submit one electronic copy of the RFC Documents to the Department. The Developer's IQC process for the RFC Documents shall be thoroughly documented in the Developer's QMP.

- vi. Prior to release of RFC Documents for structure construction, the following items shall be required:
  - A. The independent design check shall have been completed per the current CDOT *Bridge Design Manual* and the original final structural design calculations shall be revised and corrected based on comments from the independent design check for the structural element to be constructed.
  - B. The Rating Package as defined in the CDOT *Rating Manual* shall be completed prior to release of the superstructure construction drawings.
- vii. As-Built Documents

As-Built documents shall be submitted to the Department for Acceptance. The Department may audit As-Built documents to ensure completeness and compliance with the requirements of the Project Agreement. The Department shall not Accept As-Built documents until the Developer has addressed, resolved, and incorporated, to the satisfaction of the Department, any prior Developer or Department comments. The Developer shall ensure and provide documentation to the Department that all review comments have been addressed. The As-Built documents submittal shall include:

  - A. All plans reflecting RFC Documents or revisions to RFC Documents;
  - B. Resolution of nonconformance;
  - C. Design calculations;
  - D. Design reports;
  - E. Specifications;
  - F. Electronic CADD files, as specified elsewhere in the Project Agreement; and
  - G. Index summarizing all revisions to initial RFC Documents.
- viii. The Developer shall include in the QMP a process for a licensed engineer in responsible charge for the design to prepare, review, and approve all changes, including field design changes, RFC Documents, and As-Built documents. The Developer shall maintain a master list of approved design changes. The QMP shall include a process to communicate design changes to those completing the Work on a timely basis consistent with the progress of construction activities.
- ix. Environmental review

The Developer shall include in the QMP a process for Environmental review prior to submission of final (100% level) plan packages showing how the Developer's design meets the Environmental Requirements, including the Developer's obligations under Schedule 17 Environmental Requirements.
- x. ROW processes and documents

All ROW processes, exhibits, plans, appraisals and appraisal reviews, value findings, and acquisition and relocation files shall undergo a Developer prepared IQC review process to ensure compliance with the Uniform Act, Colorado State Statutes, Department procedures and the Developer's obligations under

Schedule 18 Right-of-Way. In the event of an instance of nonconformance or an audit of the Developer's IQC process identifies a nonconformance with Schedule 18 requirements, the Department may elect and engage, at the expense of the Developer, a firm to conduct its own quality review. In such event, the Developer shall implement corrective and preventative actions to eliminate recurrence.

6.4.3. Construction Quality Control

a. The Developer shall perform and document all required construction PC and IQC activities necessary to control the Work. The QMP shall extend to both permanent and temporary Work (erosion control, traffic control, drainage, etc.). Records of inspection and testing activities (other than materials inspection and testing) shall be submitted to the Department through Aconex. Records of materials inspection and testing shall be submitted to the Department through the Department's Quality Records Database (QRD), a secure web-based application. The Department will provide user accounts and training for use by the Developer of the QRD. Materials test reports will also require entry of meta-data fields for analysis and comparison to the Department's verification test results.

b. As a minimum, the Developer's construction IQC Program shall include the elements defined below:

i. Certification:

The Developer shall include in the QMP a process to submit certificates to the Department at the following times that the Work performed meets the requirements of the Project Agreement (such certificates to be in the form set out in Appendix B to this Schedule 8, amended as appropriate in the case of certificates required to be submitted pursuant to Section 6.4.3.b.i.D):

- A. prior to each Milestone Completion;
- B. prior to Substantial Completion;
- C. prior to Final Acceptance; and
- D. at any other time requested by the Department (including in relation to any Renewal Work).

ii. Inspection:

The Developer shall include in the QMP, and submit to the Department for Approval, an MTIP that shall include detailed inspection procedures to be used in cases where inspections are to serve as the basis for verifying compliance with the requirements of the Project Agreement. The Developer shall submit to the Department (A) all records of inspection and testing (other than materials inspection and testing) through Aconex and (B) all records of materials inspection and testing through the Department's QRD. The Developer shall conduct each inspection in accordance with the Approved QMP. The Developer shall document whether the inspections passed or failed based on the "pass/fail criteria" established in the procedure and the requirements of the Project Agreement; (e.g., concrete depth checks on deck pours, rebar clearance/size, locations, elevations, stationing etc.). The Developer shall include failing inspection results, when applicable, in the inspection documentation.

iii. Testing:

At a minimum, the Developer shall follow the CDOT *Field Materials Manual* and its Frequency Guide Schedule for minimum Materials sampling, testing, and inspection requirements identified under the column titled "Work Verification Sampling & Testing Frequency" for all IQC tests required. The Developer shall

document the results of all testing (showing if the test passed or failed based on the "pass/fail criteria" established in the Project Agreement) and submit such results to the Department through Aconex (other than the results of materials testing, which shall be submitted through the Department's QRD). The Developer shall include failing tests results in the test documentation. Independent Laboratories shall submit signed and certified test reports to the Developer not more than 10 Working Days after completion of the tests for all tests which require an independent Laboratory. The Department may witness any test conducted for Independent Assurance purposes. The Developer shall develop and maintain a current test log for all tests required by the Project Agreement. As a minimum, the Developer shall document results of tests in report format and include the following:

- A. Project Agreement Project identification number
  - B. Identification of items tested
  - C. Quantity
  - D. Date and time test conducted
  - E. Location of items tested
  - F. Test procedure used
  - G. Name of technician
  - H. Acceptance criteria
  - I. Results - Acceptance or rejection
  - J. Authorized signature
- iv. Certificate of Compliance, Certified Test Report and Buy America documentation:
- A. The Developer shall include in the QMP a method of handling and documenting work/products accepted in the Work by Certificate of Compliance (COC) or Certified Test Report (CTR).
  - B. The Developer shall include in the QMP a method for documenting and tracking, on a basis consistent with Developer's Progress Reporting, compliance with Buy America Requirements of 23 CFR 635.410, and at a minimum shall address the following obligations of the Developer:
    - (I) The Developer shall maintain on file certifications 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. This certification applies to every iron or steel product that requires pre-inspection, pretesting, certified test results, or a certificate of compliance. The Developer shall obtain such a certification from each supplier, distributor, fabricator, and manufacturer that has handled each steel or iron product. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications shall be justification for rejection of the steel or iron product.
    - (II) The Developer shall maintain a document summarizing the date and quantity of all steel and iron material delivered to the Project. The document shall show the pay item, quantity of material delivered to the Project, along with the quantity of material installed by the cutoff date for the monthly Progress Report. The summary shall also reconcile the pay item quantities to the

submitted Buy America certifications. The Developer shall also maintain documentation of the project delivered cost of all foreign steel or iron permanently incorporated into the Project. Such summary and the cost information shall be submitted to the IDQM within five Working Days of the cutoff date for each monthly Progress Report during (I) the Construction Period and (II) during the Operating Period for any month in which any Renewal Work is being performed that includes steel or iron products. A monthly summary shall be required even if no steel or iron products are incorporated into the Project during the month. The summary document does not relieve the Developer of providing the necessary Buy America certifications of steel and or iron prior to permanent incorporation into the Project.

- C. The Developer shall obtain COCs and CTRs prior to incorporation in the Work and maintain a complete log of all COCs and CTRs. The Developer shall make the log and all COCs/CTRs available for owner verification at any time during normal business hours and shall submit the COC/CTR log for Acceptance prior to Substantial Completion.
- D. The Developer shall include in its COC/CTR log signed certification that all materials represented by each COC/CTR were installed in the Work. Certification shall be in accordance with requirements of the Project Agreement.

v. Quality Reviews:

The Developer's PQM or designated representative shall document formal reviews to verify that the Approved QMP is being effectively implemented.

vi. Environmental compliance in Construction:

The Developer shall include in the QMP a Section detailing the IQC activities that will be performed to ensure compliance during construction of all environmental requirements. IQC staff oversight of all Schedule 17 Environmental Requirements elements that apply to construction is required. These elements include but are not limited to: construction air quality, construction noise, noxious weed management, landscape planting and establishment, water quality, protection of wetlands and other sensitive areas, hazardous materials and environmental hardscape elements such as noise walls.

6.4.4. Materials Testing and Inspection Plan

- a. The Developer shall prepare and implement a MTIP as part of the QMP that includes the appropriate criteria, tests, and inspection requirements identified in CDOT's *Standard Specifications, Field Materials Manual, CDOT Staff Bridge Fabrication Inspection Manual*; Developer-prepared inspection checklists; and requirements as set forth herein.
- b. The MTIP shall describe all of the proposed inspections and tests procedures, including products provided by suppliers during the manufacturing, receiving, and installation process, to ensure the requirements of the Project Agreement are met. The MTIP shall identify all inspections and tests required and include, at a minimum, reference to the requirements of the Project Agreement, frequency of the inspections and tests, and the Developer-prepared IQC processes. Where no inspections or test standard exists in any of CDOT's manuals, the Developer shall develop criteria, in writing, based upon the best-available industry standard information and technology.
- c. The MTIP shall include procedures for delivery, handling, and storage of furnished products ensuring that they are properly handled and stored to prevent damage, deterioration, or theft. It shall also document procedures for stored items and materials consistent with the expected duration and type of storage, and procedures for monitoring

special processes utilized in fabrication, assembly, and testing of specified products. Special processes are those requiring qualified/certified production, inspection, and test personnel to perform highly skilled work, such as welding, brazing, soldering, non-destructive testing, machining, coating, or plating.

- d. The MTIP shall describe all IQC inspection and test activities to be carried out including quality hold points, and establish authority within the Developer's organization for releasing Work beyond the quality hold point. While the Developer shall notify the Department when Work has progressed to a quality hold point, it shall be the responsibility of the Developer's Quality Managers to verify that all requirements have been met prior to allowing the Work to progress.
- e. The MTIP shall include a summary of activity-specific material quantities to document that the minimum sampling, testing, and inspection requirements have been met. This summary shall be performed and provided to the Department for Acceptance monthly. The Developer may follow the CDOT Form 250 as a minimum basis for their materials documentation record.
- f. The MTIP shall include processes to control, calibrate, and maintain test equipment to ensure it meets industry standards and other applicable requirements. Test equipment used by the Developer shall be of a quality and capacity that ensures that measurements made are to levels of accuracy and precision that are required by the test procedure. The MTIP shall:
  - i. Identify the test required and the accuracy required, and select the appropriate test equipment;
  - ii. Define procedures to calibrate all test equipment prior to initial use and at prescribed maintenance intervals against certified equipment and measurement standards of the National Institute of Standards and Technology or other similar recognized technical standards customarily accepted in the industry. Where no standard exists, the basis for calibration shall be developed in writing based upon the best-available information and technology;
  - iii. Identify test equipment with a suitable indicator to show the calibration status of the test equipment;
  - iv. Maintain current calibration records for test equipment;
  - v. Define procedures to ensure that environmental conditions are suitable for calibrating test equipment;
  - vi. Define procedures to ensure that the handling and storage of test equipment is such that the accuracy and fitness for use is maintained;
  - vii. Define procedures to safeguard test equipment, including test hardware and test software, from adjustments that would invalidate calibration settings; and
  - viii. Identify procedures with respect to the paving for the Project that includes the following:
    - A. A thorough definition of pavement smoothness and quality, which shall be the same for all travel lanes and shoulders, and the identification of steps for maintaining these criteria, including defined hold points and potential corrective measures;
    - B. Detailed information on identification of potential issues affecting quality such as smoothness, dumping and batching;
    - C. Procedures for monitoring, minimizing and correcting for lane to lane roughness variation;

- D. Procedures for the control of segregation in HMA paving, and process to address unacceptable segregation that includes, at a minimum, a stop work provision and root cause analysis prior to restart.
- E. Procedures for dowel bar placement and Magnetic Imaging Tools (MIT) testing and auditing, including the Developer's obligation to provide additional test sections for MIT testing and auditing at the Department's discretion; and
- F. A Portland cement concrete pavement (PCCP) plan for addressing noted issues with performance and procedures to correct such issues.

#### 6.4.5. Quality Hold Points

- a. Developer shall establish Quality Hold Points (QHPs) at stages of the construction progress to ensure Work is performed in accordance with Developer's Quality Management Plan and within the terms and conditions of the Project Agreement. As Work is accomplished, Developer's PQM, IQCM and IDQM shall meet with the Department to review documentation and procedures for PC/IQC, including but not limited to material certifications, daily inspection records, material testing results, survey results, permits, and material placement records. Developer's PQM shall coordinate group members to ensure that QHPs are accomplished in a timely manner so that Developer is not delayed. When an identified QHP is accomplished and when notified by the PQM, Department will respond within four working hours to verify whether Work has been completed for the QHP. Notification to the Department that a QHP has been reached while Work is still being performed or not allowing adequate time to complete the QHP review and opportunity for adjustments (e.g., concrete trucks are queuing while reinforcement is still being placed and QHP is being reviewed for a specified unit) will result in the issuance of a Nonconformance Report.

At a minimum, Developer shall establish QHPs at the following stages of construction:

- i. Environmental:
  - A. After the establishment of Water Quality BMPs, and prior to initial ground disturbance;
  - B. Upon completion of surveys for nesting birds and protected species, prior to ground disturbance, in accordance with Project Special Provision 240, Schedule 17 Environmental Requirements;
  - C. Upon completion of protection of environmental resources, in accordance with Schedule 17 Environmental Requirements, where fencing or other appropriate protection mechanism is required, prior to ground disturbance; and
  - D. At the end of each month to review Developer's weekly and post-storm inspections.
- ii. Embankments:
  - A. After the completion of drainage and Utility Relocations and prior to backfill;
  - B. After clearing, grubbing, and excavation to check subgrade;
  - C. Per specifications for lift requirements at 5 foot intervals of embankment construction;
  - D. After the completion of mechanically stabilized earth (MSE) wall panel placement; and
  - E. At the completion of embankment placement.

- iii. Structures:
  - A. At the completion of placement for bridge deck reinforcement and prior to the placement of concrete;
  - B. At the completion of placement for abutment wall reinforcement and prior to the placement of concrete;
  - C. After the completion of pile-driving at each structure support, including pile-driving results and records;
  - D. At the completion of placement for footing reinforcement steel and prior to the placement of concrete;
  - E. At the completion of excavation for drilled shaft foundations and prior to concrete placement;
  - F. After setting rails for screed machine and prior to placing concrete overlays;
  - G. After the completion of the first component to receive specified aesthetic wall treatment/form liner and prior to proceeding with the construction of subsequent components; and
  - H. After the completion of every 500 feet of noise wall posts and panels.
- iv. Utilities:
  - A. After the installation of direct-burial duct banks and prior to backfill operations;
  - B. For concrete-encased duct banks, after the installation of conduits and prior to the placement of concrete; and
  - C. For all Utility lines intended to transport pressurized materials and lines intended to carry liquids, after the installation and prior to the completion of pressure testing.
- v. Paving and sidewalks:
  - A. Before the placement of each course above subgrade on permanent roadway components;
  - B. Before the placement of each lift of asphalt or Portland cement concrete; and
  - C. Prior to the placement of concrete for sidewalks.

#### 6.4.6. Reporting and Record-Keeping of Quality Documentation

- a. The Developer shall maintain construction workmanship and materials quality records of all inspections and tests performed per the QMP. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of Nonconforming Work and causes for rejection, etc.; proposed remedial action; and Corrective Actions taken. These records shall cover both conforming and Nonconforming Work, and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the Project Agreement.
- b. The Developer's Quality Managers shall ensure that quality records are properly prepared, completed, maintained, and delivered to the Department, as required by the Project Agreement, to provide evidence of the quality activities performed and quality results achieved.

- c. The Developer shall submit all IQC test measurements and test results, including failing results, and inspection records. The Developer shall submit test data and approved test results to the Department for Information using Aconex (or, in the case of data and results related to materials testing, through the Department's QRD) within 24 hours following the inspection or test completion. The responsible technician and the technician's supervisor shall sign the daily test reports.
- d. The Developer's Quality Managers shall also maintain a daily log of all inspections performed for both Developer and sub-contractor operations. The daily inspection reports shall identify inspections conducted, dates of inspections, results of inspections, locations and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. The responsible technician and the technician's supervisor shall sign the daily inspection reports. These daily inspection reports shall document the day's events, activities, and discussions in a format consistent with the requirements contained within CDOT's *Field Materials Manual* and *Construction Manual*.
- e. To enhance coordination of the Department's Independent Assurance activities during construction, the Developer shall provide the Department with a weekly look ahead of specific scheduled construction activities designating location and planned quantities of materials to be placed, and protocols for identifying completed Work. The Developer shall provide the Department with the actual construction activities conducted during the previous week, designating location and quantities of materials that were placed.

## **6.5. Nonconforming Work**

- 6.5.1. The QMP shall include procedures to develop and maintain a system to identify, control, remedy and report Nonconforming Work, including Nonconforming Work identified through the issuance of a NCN by the Department. The Developer shall remedy Nonconforming Work in accordance with the Approved QMP. The responsibility for review and authority for the disposition of Nonconforming Work shall be defined in the QMP. The Developer shall document the identification of Nonconforming Work by completing and submitting a NCR to the Department as soon as reasonably practicable, and in any event within 24 hours, after the Developer first becomes aware of the Nonconforming Work. Each NCR shall include:
  - a. Identification of Nonconforming Work, including tagging work products;
  - b. Evaluation of the Nonconforming Work, including the cause thereof;
  - c. Recommendation for "reject" or "remedy" disposition (including, in the case of a "remedy" disposition, details of the recommended Nonconforming Work Remedy);
  - d. Schedule for completion of any applicable Nonconforming Work Remedy, including, if the Developer considers that Appendix A-1 or Appendix A-2 to Schedule 11 Operations and Maintenance Requirements applies to any Nonconforming Work that is O&M Work, the remedy period for completion of such Nonconforming Work Remedy that applies pursuant to such Appendix;
  - e. Signature lines for the Department's Approval of (i) the disposition and (ii) in the case of a "remedy" disposition, the recommended Nonconforming Work Remedy, including the Schedule for completion thereof. The Developer shall not commence with any Nonconforming Work Remedy or progress beyond Nonconforming Work until the Department has provided its Approval;
  - f. If applicable:
    - i. a Corrective Action Plan detailing the proposed Corrective Action in relation to such Nonconforming Work and to prevent recurrence;
    - ii. responsibility for accomplishing Corrective Action through a Corrective Action Plan;
    - iii. Schedule for completion of Corrective Action;
  - g. Signature line for the Department's Approval of any applicable Corrective Action Plan;

- h. Signature lines for the design or construction IQC Manager verifying that any applicable Nonconforming Work Remedy has been completed;
- i. Signature lines for the design or construction IQC Manager verifying that any applicable Corrective Action has been completed in accordance with the Corrective Action Plan;

provided that:

- A. the initial NCR submitted to the Department pursuant to this Section 6.5.1 in respect of any Nonconforming Work shall only be required to include the information required by Section 6.5.1.a and, if known at the time of submission of the NCR, Section 6.5.1.b; and
  - B. the information required by Sections 6.5.1.b (if not included in such initial NCR) and c through i shall only be required to be included in the updated NCR submitted to the Department pursuant to Section 6.5.2 of this Schedule 8.
- 6.5.2. Within five Working Days after the issuance by the Developer of any initial NCR pursuant to Section 6.5.1 of this Schedule 8, the Developer shall submit an updated NCR to the Department for Approval that recommends, as appropriate, a “reject” or “remedy” disposition for the Nonconforming Work and, in the case of a recommended “remedy” disposition, should identify the Nonconforming Work Remedy it proposes, together with the other information required to be included in such updated NCR in accordance with proviso B to Section 6.5.1 of this Schedule 8.
- 6.5.3. Prior to the submittal of any updated NCR to the Department, the Developer’s Project Manager shall approve (a) the recommended disposition specified in such NCR and (b) in the case of a “remedy” disposition, the recommended Nonconforming Work Remedy.
- 6.5.4. The Developer’s Project Quality Manager shall document the completion of any Nonconforming Work Remedy and, if applicable, any Corrective Action, once accomplished, and promptly notify the Department so that the Department can perform its verification.
- 6.5.5. The QMP shall include procedures for controlling the use of Nonconforming Work including the tagging of Nonconforming Work products. Nonconforming Work product tags shall only be removed by the originator of the NCR or the originator’s supervisor, and only when the Developer demonstrates to the Department that the Nonconforming Work product meets the requirements of the Project Agreement.
- 6.5.6. For verification and acceptance purposes, the Department will perform assessment of the Work. These efforts do not relieve the Developer of responsibility for checking all Work. The Department will forward all assessment reports and NCNs to the Developer. NCNs may be:
- a. Level 1, identifying Nonconforming Work that represents an immediate or imminent health or safety hazard, nuisance or other similar immediate or imminent risk to Users or workers or an immediate or imminent risk of structural failure, damage to a third party’s property or equipment or damage to the Environment;
  - b. Level 2, identifying any other category of Nonconforming Work.
- 6.5.7. Within 24 hours of the issuance of a Level 1 NCN and within five Working Days of issuance of a Level 2 NCN by the Department, the Developer shall respond to the Department by submitting an NCR (which shall include all information specified in Sections 6.5.1.a through i of this Schedule 8 in respect of the Nonconforming Work identified in the NCN) for Approval. The Department shall provide user accounts and training for this purpose. The Developer shall describe in the QMP its approach and methodology for resolving and responding to any NCNs issued by the Department.
- 6.5.8. Corrective and Preventative Action
- a. The QMP shall describe corrective and preventative action (“Corrective Action”) procedures that the Developer shall use to identify and improve processes and remedy issues that produce, or may produce, systemic Nonconforming Work. The Developer’s Corrective Action procedures shall include:

- i. Methods to investigate the cause of systemic Nonconforming Work and to determine what Corrective Action is needed to prevent recurrence;
  - ii. Methods to analyze all processes, Work operations, quality records, service reports, and Department assessments/testing to detect and eliminate the possibility of systemic Nonconforming Work from occurring;
  - iii. Methods to prioritize Corrective Action efforts based upon the level of risk to the quality of the Work;
  - iv. Controls to ensure that effective Corrective Action is taken when the need is identified; and
  - v. Methods to implement and record changes in procedures resulting from any Corrective Action.
- b. If systemic Nonconforming Work is identified by the Developer or identified by the Department by the issuance of a corrective action request (CAR) notice to the Developer, the Developer shall submit a Corrective Action Plan to the Department.

#### 6.5.9. Punch List Work

The Developer shall develop Punch Lists and Punch List logs recording information required to demonstrate the Developer's compliance with Section 5 of Part 7 of Schedule 3 Commencement and Completion Mechanics. All Punch Lists and Punch List logs shall be completed by PC and IQC personnel. The Department and other affected agencies shall be invited by the Developer to attend walks of the Work to include items on Punch Lists. The Developer shall provide all Punch Lists and Punch List logs for Approval to the Department.

6.5.10. The provisions of this Section 6.5 are without prejudice to the provisions of Schedule 6 Performance Mechanism.

### **6.6. Quality Assurance Oversight**

#### 6.6.1. Department Quality Oversight

- a. The Department retains the responsibility for acceptance of the Work as required in Title 23, Code of Federal Regulations, Part 637.
- b. The Department will periodically audit the Developer's Quality Management activities, including conducting independent verification sampling and testing to assess the Developer's compliance with the requirements of the Project Agreement. The Department reviews of sampled Work for Project Agreement compliance are defined as verification reviews. The four types of the Department verification reviews are:
  - i. Design verification reviews: The Department will perform design verification reviews on the products of design (drawings, specifications, and other design deliverables) on an ongoing basis during the Work. The Developer shall submit documents for design verification reviews to the Department for Acceptance a minimum of five Working Days in advance of review meeting.
  - ii. Construction verification Inspections: The Department will perform construction verification inspections on construction activities.
  - iii. Construction verification Testing: The Department will perform sampling and Testing of materials to validate the Developer IQC testing program. Verification Test results will be stored in the QRD.
  - iv. Process Audits: The Department will perform process audits on the implementation of all Developer Work activities, excluding design and construction. Such activities may include the requirements of the Project Agreement, such as public information, maintenance of traffic, environmental compliance, safety,

project management processes, and meeting the requirements of the Approved QMP.

- c. Verification reviews will entail the collection and documentation of objective evidence to determine whether the requirements of the Project Agreement have been met. The results of the Department verification reviews will be recorded by the Department and will be documented within the Department's QRD. Any NCNs identified by the Department require a response within the QRD.
- d. Department will provide the Developer access to the Department's QRD application to review and respond to observations made during Department Quality Oversight activities. Developer is required to utilize the Department's QRD application to record all material test quality records, and to respond to Department generated observations. Developer is given the option of either directly entering all PC/IQC observations and material test results into the Department's QRD application or providing Department with data collected during PC/IQC efforts in an electronic format compatible for batch upload into Department's QRD application. Department generated observations will be identified either as conforming or nonconforming to related requirements of the Project Agreement. Department observations will be presented to Developer through Department Quality Oversight Verification Reports.. A construction Nonconformance Report will be closed by Department upon the verification of a resolution of the issue Approved by the Department.

#### 6.6.2. Department Construction Verification Tests

The Department will perform periodic verification tests to ensure that the Developer's materials meet the requirements of the Project Agreement. The Department will enter verification test results in the QRD. The Department will perform a statistical analysis to ensure that the Developer's IQC test results correlate statistically with the Department verification test results and meet the requirements of the Project Agreement. If the Department determines that the compared test results do not correlate, the Department will perform Independent Assurance tests to determine the cause of the differences.

#### 6.6.3. Independent Assurance

- a. The Department will perform Independent Assurance tests to ensure that:
  - i. Developer IQC personnel are trained and certified and demonstrate that they understand the test procedures they are performing;
  - ii. Department verification personnel are trained and certified and demonstrate that they understand the test procedures they are performing;
  - iii. The test equipment used by the Developer IQC personnel, and Department verification personnel, is calibrated; and
  - iv. Split sample test results correlate.
- b. Independent Assurance test results will also be used as referee tests to assess statistically significant differences, determined by the Department in its sole discretion, between Developer IQC tests and the Department verification test results.

#### 6.6.4. Governmental Authority Inspections

Governmental Authorities shall have the right to inspect the Work, provided that the Governmental Authority has jurisdiction over the Work and as required by Law.

### **6.7. Deliverable Requirements**

#### 6.7.1. Quality Management Plan

The Developer shall submit the Stage 1 QMP to the Department for Approval as an NTP1 Condition. The Stage 2 QMP for all remaining Work must have the Department's Approval as an

NTP2 Condition. NTP2 will not be issued until the Stage 2 QMP has been Approved by the Department.

6.7.2. Design Deliverables

- a. The Developer shall submit to the Department all RFC Documents, revisions to RFC Documents, and As-Built documents.
- b. The Developer shall identify on its Project Schedules when the design deliverables identified above will be submitted to the Department.
- c. The Developer shall provide one set of electronic files of the design deliverables to the Department. As-Built documents shall show all changes. All changes shall be noted using CADD. Hand-drawn changes are not permitted.
- d. The design deliverables shall be delivered to the Department indexed and clearly marked to indicate the date of issue and stage of development (e.g., RFC Documents). All design deliverables shall include a title block, consistent with the standard Work drawing format established as part of the QMP, with the following information:
  - i. Date of issuance and including all prior revision dates;
  - ii. Contract title and number;
  - iii. The names of the Developer, sub-consultants, subcontractors, suppliers, and manufacturers, as applicable; and
  - iv. Subject identification by Developer drawing or Project Agreement reference.
- e. All design deliverables shall be sealed by the Developer's engineer consistent with Law. All design deliverables shall include a sufficient blank space, in the lower right corner, just above the title block on the drawings, and in the lower right corner of the title page of specifications and calculations, in which the Developer's engineer may indicate the action taken, indicating his or her review and approval.
- f. If a design deliverable requires review approval from a Local Agency or permitting authority, the Developer shall obtain such approval pursuant to Section 5 of Schedule 9.
- g. Specifications or CDOT Standard Special Provisions applicable to a design deliverable shall be submitted with the design deliverable.
- h. When calculations accompany drawings in a submittal, the body of the calculations shall contain cross-references to the individual drawing to which the pages of the calculations pertain. Calculations required shall demonstrate conformance with the requirements of the Project Agreement.
- i. The CADD drawings and associated documents shall be organized in a logical manner, have a uniform and consistent appearance, and clearly depict the intent of the design and construction. In addition:
  - i. The software requirements for all submitted design deliverables shall be InRoads/MicroStation, in accordance with the current CDOT standards in effect. Project files shall be organized and submitted in accordance with CDOT's ProjectWise format.
  - ii. The Developer shall prepare As-Builts for the Work that shall include, but not be limited to, the following:
    - A. Title sheet;
    - B. Index;
    - C. Standard Plan List;
    - D. Roadway design data;

- E. General notes;
- F. Pavement details;
- G. Roadway details;
- H. Drainage details;
- I. Geotechnical plans;
- J. Environmental mitigation, as necessary;
- K. Permanent signing plans and sign structure cross-sections;
- L. Signalization plans;
- M. Aesthetic elements;
- N. Roadway typical sections;
- O. Roadway geometric layout plans;
- P. Roadway geometric layout tables;
- Q. Roadway plan;
- R. Roadway profile;
- S. Detour construction and phasing plans;
- T. Detour construction and phasing profiles;
- U. Intersection plans;
- V. Pavement plans;
- W. Drainage plan;
- X. Drainage profiles;
- Y. Pavement marking plans;
- Z. Utility plans;
- AA. Right-of-Way plans, for Developer acquisitions;
- BB. Right-of-Way monumentation plans;
- CC. ITS, ATM, and Tolling plans;
- DD. ITS Communication Network plans;
- EE. Landscape/seeding plans;
- FF. Grading plans;
- GG. Lighting plans;
- HH. Bridge plans;
- II. Wall and shoring plans;
- JJ. Roadway cross sections;
- KK. ROW plans for Developer acquisitions;
- LL. Estimated material quantities;
- MM. Other details, as needed; and
- NN. Specifications

- iii. The Developer shall provide one set each of electronic files of Utility As-Built documents to the Department and to the respective Utility Owner for Utility Work constructed by the Developer, within 90 Calendar Days after the Utility Owner has accepted the Utility Work. These electronic deliverables shall conform to those requirements set forth in the Project Agreement for CADD requirements, except as modified by the specific requirements of the individual Utility Owners. The Utility As-Built documents shall show locations of existing Utilities, structures, trees, streets, and existing highway ROW limits. Additionally, the Developer shall obtain from each Utility Owner performing its own Utility Relocations Utility As-Built documents for such Utility Relocations showing the foregoing information, and shall deliver one set of electronic files of such documents on DVD to the Department. The Developer shall show this information on the As-Built documents. All As-Built documents electronic files shall be submitted in MicroStation and \*.pdf format, or other formats as accepted by the Utility Owner;
- iv. CADD files shall be in accordance with the appropriate Department standards. All CADD files shall be documented in a tabular format describing the path, file name, and description.
- v. The structure of the reference drawings, Contract Drawings, and CADD files are recommended as a guideline for file setup.

#### 6.7.3. Document and Data Approval

The Developer shall ensure that all deliverables include a signed and dated certification by the originator of the deliverables and that the deliverable is complete and meets the requirements of the Project Agreement.

#### 6.7.4. Document and Data Changes

The Developer shall ensure that any changes to deliverables provided to the Department as revised are in a format that can enable changes to be readily apparent and trackable (e.g., documents use the redline/strikeout method).

#### 6.7.5. Product Data

The Developer shall submit to the Department for Acceptance one electronic copy of all manufacturers' warranties, guarantees, instruction sheets, parts lists, and other product data within 20 Working Days after installation of the items to which they relate, and in any event prior to Substantial Completion. The Developer shall ensure that the product data cited in this Section is organized and indexed in a manner that allows easy retrieval of information. The Developer shall maintain proper records of product data.

## 7. SAFETY MANAGEMENT

### 7.1. General

- 7.1.1. The Developer shall be responsible for the establishment, control, direction, and implementation of a comprehensive safety plan that protects the safety of its personnel and the general public affected by the Project. The Developer shall submit to the Department a SMP that is consistent with and expands upon the draft SMP submitted with the Proposal.
- 7.1.2. The SMP shall fully describe the Developer's policies, plans, training programs, Site controls, and incident response plans to ensure the health and safety of personnel involved in the Project and the general public affected by the Project during the Term of the Project Agreement. The SMP shall be approved (signed) by a member of the Developer's executive management, and shall include Work performed by any Subcontractor.

### 7.2. Personnel Requirements

- 7.2.1. The Developer shall provide a Safety Manager with the authority to implement and manage the Developer's SMP. The Safety Manager shall have a high degree of program visibility and shall

have authority to perform independent safety evaluations, and to ensure that safety issues are acted on in a timely manner. The minimum experience requirements for the Developer's Safety Manager are a safety professional meeting the following minimum qualifications:

- a. Certification as a Safety Professional (CSP) or Certification as an Industrial Hygienist (CIH).
- b. A minimum of five years of progressively responsible construction safety experience specifically related to highway capital development projects.
- c. A minimum of five years of experience in the development of comprehensive safety programs, policies and procedures including the development and implementation of employee safety training programs.
- d. A minimum of five years of experience in occupational safety accident investigation, accident report writing, and OSHA accident reporting.

7.2.2. Resume and qualifications summary for the Developer's Safety Manager shall be provided with the SMP.

### **7.3. Submittal**

7.3.1. The Developer's SMP shall be submitted for Acceptance as an NTP1 Condition and, at a minimum shall include the following:

- a. The Developer's commitment and policies on safety and health;
- b. Organizational chart identifying all safety management personnel, roles, authorities, and line reporting relationships. Resumes of key safety management personnel shall be provided;
- c. Developer's approach to educating, training, and communicating to all workers procedures within the SMP. Safety orientation shall be conducted prior to employees entering the Construction Work area;
- d. Procedures for the identification of employees successful completion of safety orientation, and segregation of employees that have not completed safety orientation;
- e. Provisions for and the frequency of safety inspections of the Construction Work areas, materials, and equipment to ensure compliance to the SMP, including methods of record keeping and correction of deficiencies;
- f. Provisions for delineation of responsibilities for reporting and investigating accidents, incidents, exposures, and maintaining logs;
- g. Policy for Developer's emergency response, addressing emergency response capabilities and contingency action plans;
- h. Policy on the use of Personal Protective Equipment (PPE) for all Construction Work;
- i. Developer's detailed Construction Safety Critical Plan which shall include an Erection plan, a Bridge Removal Plan, and a Removal of Portion of Bridge Plan, as applicable, as well as other requirements specified in the Revision of 107 set out in the Project Special Provisions set out in Appendix A to this Schedule 8; and
- j. Procedures for immediate notification to the Department of all incidents arising out of or in connection with the performance of the Work, whether on or adjacent to the Project; and
- k. The SMP is a living document and shall be updated when a process, method, chemical or other Construction Work criteria changes that affects the safety of a person or property. The updated portion of the SMP shall be submitted for Acceptance.

7.3.2. Project staff must be trained on the elements of the Developer's Accepted SMP submittal.

## 8. DURABILITY PLAN

- 8.1. Sixty (60) Calendar Days after NTP1 the Developer shall submit for the Department's Acceptance a Durability Plan addressing durability for all Residual Elements with a specified minimum Residual Life of forty (40) years or greater. When developing a design deliverable package that involves a Residual Element with a specified minimum Residual Life of 40 years or greater, the Durability Plan for the relevant Elements in the design package shall be updated and submitted with the final plan sets. The Durability Plan shall indicate the durability design basis and the measures in place to ensure the durability requirements are reflected in the final plan sets. Following completion of the final plan sets and prior to Substantial Completion the Durability Plan shall be submitted to the Department for Acceptance to confirm it addresses durability in relation to the completed final plan sets and that the Plan covers the relevant Residual Elements. The Durability Plan shall be updated as necessary based on this review and submitted for Acceptance.
- 8.2. Following Substantial Completion the Durability Plan shall be reviewed annually by the Developer to ensure that it is consistent with the Maintenance Management Plan and takes account of improvements in industry practice in testing and forecasting Residual Life. Any changes to testing methodologies shall demonstrate a correlation with the superseded methodology so that previous measurements remain relevant to the accurate prediction of the degradation of the relevant Residual Element. The Developer shall make any updates required and submit to the Department for Acceptance.
- 8.3. The Durability Plan shall indicate the maintenance and monitoring strategy, outline the process for establishing the Residual Life in order to fulfill the requirements of Schedule 12 Handback Requirements for each relevant Residual Element, and shall describe a methodology for the replacement of life expired relevant Residual Elements.
- 8.4. The Durability Plan shall include the following, at a minimum:
- a. Identification of each relevant Residual Element with the corresponding environmental exposure conditions for each Element (e.g., buried, submerged, exposed to atmosphere, exposed to corrosive chemicals). Some Elements may be exposed to more than 1 environmental condition (e.g., foundations in water table, foundations in areas with petroleum contamination), which might require different corrosion considerations for each exposure;
  - b. Identification of relevant degradation and protective mechanisms for each structural Element, quantifying the degradation processes and resistances to these processes with respect to time. The time-related changes in performance for each relevant Residual Element at intervals not exceeding 10 years up to the required service life (including the Handback Work Period). The design life shall be predicted using deterministic models, published industry guidance and test data, allowing for the environmental conditions, and any proposed protective measures. The models and all assumptions shall be clearly indicated in the plan;
  - c. Description of measures taken during construction to ensure the assumed quality of construction is achieved (e.g., uniform compaction of embankment, adequate concrete cover, proper curing, etc.);
  - d. Summary of the above information, for each Element, in a tabular format and an estimate of life-cycle costs for the Structure;
  - e. List of manufacturers of all proposed durability enhancement measures, including coatings, inhibitors, sealers, and membranes;
  - f. Schedule for corrosion inspection of structural Elements indicating the parameters to be measured in order to confirm the underlying performance relative to that predicted in the design, gathered at intervals of not more than 10 years from Substantial Completion; and
  - g. Proposed maintenance Schedule for items/materials that could be affected by corrosion.

- 8.5.** Cathodic protection shall not be used to mitigate expected corrosion effects.
- 8.6.** For each Structure, the Developer shall prepare an addendum to the Durability Plan indicating the impact of the as-built condition (including Nonconforming Work and testing data) on the predicted design service life and maintenance and inspection regime.

## **9. MEETINGS**

### **9.1. Meeting Minutes**

Unless notified otherwise by the Department, the Developer shall be responsible for developing meeting minutes for all Project related meetings, including ad-hoc meetings, during the Term of this Agreement (whether or not the Enterprises and/or the Department are present at such meetings and including, without limitation, meetings with Railroads, Utility Owners, the City of Denver, and other Governmental Agencies and stakeholders). All meeting minutes shall be submitted to the Department within four Working Days following the meeting either for Acceptance where expressly provided in the Project Agreement or otherwise for Information.

### **9.2. Task Force Meetings**

- 9.2.1. At a minimum, the Developer shall conduct and take meeting minutes of task force meetings for the following disciplines to facilitate “over the shoulder” review of the design:
- a. Drainage;
  - b. Roadway;
  - c. Structures;
  - d. Traffic/ITS/tolling;
  - e. Maintenance of Traffic (refer to Schedule 10, Section 2 Maintenance of Traffic for further requirements related to such meetings);
  - f. Fire and Life Safety;
  - g. Cover;
  - h. Utilities;
  - i. Right-of-Way;
  - j. Environmental (refer to Schedule 17, Environmental Requirements for further requirements related to such meetings); and
  - k. Strategic Communications.
- 9.2.2. Meeting minutes for each task force shall be provided to the Department within four Working Days following the meeting for Acceptance.

### **9.3. Design Progress Review Meetings**

The Developer shall hold Design Progress Review Meetings as described in Section 6.4.2 of this Schedule 8. Meeting minutes will be documented and submitted to the Department for Acceptance within four Working Days after each meeting.

### **9.4. Safety Meetings**

The Developer shall conduct regularly scheduled project safety meetings, tool box talks, etc., as specified in its SMP.

### **9.5. Quality Meetings**

The Developer shall conduct weekly quality meetings with representatives from Quality Control, Quality Assurance, and the Department, in accordance with this Schedule 8.

## **10. PHOTOGRAPHS AND VIDEO**

### **10.1. Pre-Construction Photographs and Video**

The Developer shall take a sufficient number of pre-construction photographs and a 1080p HD resolution, or greater, video of the Site, including roadways, structures, drainage, and all areas necessary and/or anticipated to be impacted by the Construction Work in HD format so as to resolve any disputes which may arise regarding the conditions prior to and subsequent to construction. Such preconstruction photo and video survey shall be completed prior to the NTP1 and data provided to the Department for Information. If a dispute arises where no or insufficient photographic or video evidence of its existing condition is available, the disputed area shall be restored to the extent directed by the Department at no additional cost to the Department.

### **10.2. Progress Photographs**

10.2.1. At a minimum, the Developer shall take eight megapixel resolution or greater, aerial photographs of the Construction Work and Site every three months. Aerial photographs shall include all areas under construction, whether temporary or permanent, and all other areas impacted, each time they are taken. One series of oblique photographs shall be taken from one direction along the corridor. The Department's confirmation shall be sought regarding views to be taken and the approximate time at which they will be taken;

10.2.2. The Developer shall provide the Department one complete set of high quality aerial photographs on DVD. The file format shall be .jpg, .gif, or .tiff; and

10.2.3. The Developer shall provide interior and exterior photographs of each buried structure, just prior to burial. Provide a minimum of four internal views (as applicable) and four external views of each structure. Place the following information on the front of digital photographs:

- a. Date photograph was taken;
- b. Title of Project;
- c. Description of view shown in photograph;
- d. Identification of photographer; and
- e. Sequential number of photograph.

### **10.3. Time Lapse Photography**

The Developer shall provide a continuous time-lapse photo of the viaduct area of the Project from the point of NTP1 to Final Acceptance. Time-lapse camera shall be positioned at a location determined by the Department. Photos shall be uploaded to the Project website in real-time. Resolution shall be 12 megapixels or greater. Camera shall be capable of continuous streaming of data to the web.

## **11. FACILITIES PROVIDED BY DEVELOPER**

11.1.1. The Developer shall provide all office space, equipment, and vehicles as required for the Project. The Developer shall provide space and facilities to allow the Department's staff to co-locate with the Developer's staff. "Co-locate" shall mean located within the same building or office complex.

11.1.2. The Developer shall make available its proposed facilities for inspection and Acceptance by the Department prior to the Department occupying any Developer provided facilities. Developer shall obtain Acceptance by the Department no later than 30 Calendar Days after NTP1. Both parties shall participate in a facility condition inspection prior to and at the completion of occupancy. The Department shall return possession of Developer provided facilities to the Developer in the same condition as when the Department initially occupied the facilities, except for reasonable wear and tear.

11.1.3. The Developer shall secure sites, obtain all site Permits, install, set up, and provide Utility services, and maintain the facilities as part of the Construction Work.

- 11.1.4. In the event that office spaces or appurtenant facilities are stolen, destroyed, or damaged during the Construction Work, the Developer shall at its expense repair or replace those items provided to their original condition within five Working Days, or as Accepted by the Department, except for any loss or damage caused as a direct result of willful misconduct of Department personnel, which the actual, reasonable, and documented costs of the repair, replacement, and/or restoration will be reimbursed by the Department.
- 11.1.5. The Developer shall provide office space (the Department offices) and equipment for 40 Department personnel, including at least 10 private offices, specified herein. The Department offices shall meet the BOMO Class B definition for the North Denver Area, similar to the space provided for the US36 project.
- a. The proposed facilities shall be located within a one mile radius of the Project. The Developer shall be required to furnish the Department's staff with offices that are in good and serviceable condition (condition comparable to the Developer's office space);
  - b. The Developer shall maintain the Department offices until at least Final Acceptance unless otherwise agreed to by the Department. The Department may, at its option, vary the number of its staff throughout the duration of the Project. However, the Developer shall maintain the initial number and size of the Department offices, conference rooms, reception area, break room and filing area (the Department Office Facilities) until Final Acceptance following the Construction Period;
  - c. The Developer shall be responsible for disposal or removal of all the Department office facilities and any site restoration Construction Work required;
  - d. The Developer shall provide:
    - i. Telephones and telephone service with at least one outside line for each Department office, reception area, conference rooms, break room, and filing room;
    - ii. High-speed Internet connection (20 megabyte/sec or greater, synchronous transfer rate business class Ethernet system) and networking for all offices and conference rooms;
    - iii. A server room (seven feet x 10 feet minimum) for the Department's sole use with supplemental air conditioner if internal air conditioner cannot keep the room (with Department installed server equipment) at or below 75 degrees at all times. This room shall be no further than 300 feet from the farthest cube/office. Electrical in the server room shall consist of two 20-AMP 120V circuits with 2 National Electrical Manufacturers Association (NEMA) 5-15 and 1 NEMA 5-20 outlet on each circuit;
    - iv. Overhead lighting meeting Occupational Safety & Health Administration (OSHA) and code requirements for office space;
    - v. Two color laser printer/copiers capable of 45 ppm input and output at 600 x 600 dpi and at least two paper drawers accepting 8-1/2 x 11 inch up to 11 x 17 inch paper and paper weights from 16 to 24 lb. bond, including paper, toner, service and repairs. The unit shall be capable of scanning documents to 11 x 17 inch size and transmitting the scanned file to multiple email addresses; and
    - vi. Office space not less than the size indicated below:
      - A. Private offices shall be 150 square feet of enclosed office space (with individual locking door) per office;
      - B. Partitioned office shall be 100 square feet enclosed office space per office (cubicles/partitions are acceptable);
      - C. One enclosed conference room with doors capable of accommodating a 30 person meeting, with at least 50 percent of seating capacity at the conference table. This can be a shared conference room between the Developer and the Department, provided that the Department shall be

- afforded exclusive access during 50 percent of the working hours between 7:00 am and 5:00 pm;
- D. One enclosed conference room with doors for the Department's exclusive use capable of accommodating a 20 person meeting, with a 15 person seating capacity at the conference table. The conference room shall be in an adjacent space to the Department Offices;
  - E. Break room shall be 150 square feet with sink, counter, microwave, and 20 cubic-foot refrigerator, and drinking water and dispenser;
  - F. Filing space shall be enclosed, with lockable door and 15 steel, five-drawer, locking, lateral file cabinets (approximate size shall be 18 inches by 42 inches). The file room shall also have two 30 x 72-inch utility tables with two chairs each. This space shall be of sufficient size to accommodate the requested equipment and accommodate four staff members (to typical industry standards). This space shall not be shared with any other room;
  - G. One reception area with common access to the Department Offices; and
  - H. Storage room: 150 square feet, enclosed with lockable door.
- e. Furnishings, as follows:
- i. Conference Room
    - A. Conference table and chairs;
    - B. Wastebasket; and
    - C. Hanging, erasable white board that is four feet by six feet minimum.
  - ii. Offices
    - A. Desk that is minimum size 76 x 36 inches with locking drawers and keys;
    - B. Computer workstation desk capable of holding a desktop printer, monitor, keyboard, and any accessories;
    - C. Worktable (private offices only);
    - D. Ergonomically correct, OSHA-approved chairs;
    - E. Extra office chair;
    - F. Wastebasket;
    - G. Hanging, erasable white board, minimum three feet by four feet (private offices only); and
    - H. Bookshelf.
- f. Indoor restrooms suitable for number of offices and personnel, including separate facilities for men and women;
- g. Hard-surfaced (paved) parking, one space per employee, plus 10 visitor spaces (50 total);
- h. Daily janitorial service;
- i. Maintenance of the exterior area of office, including access to parking and snow removal;
- j. Facilities that meet American with Disabilities Act (ADA) access requirements and meet all local code requirements for office space;

- k. Heating, ventilation and air conditioning/cooling systems capable of maintaining an office temperature range of between 68 degrees and 76 degrees (Fahrenheit); and
- l. 24 hours a day, seven days a week access with security after normal working hours.

11.1.6. Design-Build Field Laboratory (Owner Verification Testing)

The Developer shall provide two Field Laboratories, Class 2, as per CDOT *M & S Standard Plans*, at a location to be agreed upon by the Department and the Developer. The field Laboratories shall have a minimum of three parking spaces per trailer, all contained within a security fence. The field Laboratories shall be provided to the Department at least 15 Working Days prior to commencement of any field activities involving earthwork of any type, analysis of mix designs, or planned placement of Portland cement concrete pavement (PCCP) or hot bituminous pavement (HBP) and shall have a forced air oven and high-speed Internet connection.

11.1.7. Project Vehicles

- a. The Developer shall, within 30 Calendar Days after NTP1, provide 8- 2015-2016 (110 cu. ft. EPA passenger volume or greater) five-passenger, four-wheel drive, Crossover sport utility vehicles, 4- 2015-2016 (150 cu. ft. EPA passenger volume or greater) seven-passenger, four-wheel drive, Crossover sport utility vehicles, and 8- 2015-2016 four-wheel drive Super Cab (full-size class) pickups, including delivery charges, full service, all applicable taxes, and full coverage insurance, license plate fees, all maintenance, and all other cost inherent to provisions of said vehicles, excluding fuel expense. The vehicles shall be used exclusively by the Department's staff until Final Acceptance;
- b. The Project Vehicles shall:
  - i. Be new, white in color, and complete with all standard equipment;
  - ii. Comply with the Motor Vehicle Safety Standards, as established by the U.S. Department of Transportation;
  - iii. Have Developer maintained ownership and title of the vehicles during the period they are in the possession of the Department; and
  - iv. In case of fire, theft, accident, or breakdown, be repaired or replaced within 48 hours of such occurrence.
- c. General equipment for the vehicles shall include:
  - i. Four Door;
  - ii. Engine – standard available for each identified model type;
  - iii. Tires and wheels – standard size for each identified model type, with all season steel-belted radial tires;
  - iv. Power anti-lock brakes and power steering;
  - v. Automatic transmissions;
  - vi. Vinyl floor mats;
  - vii. Rear window wiper and defroster – electric type (Crossover sport utility type only);
  - viii. Directional signals with 4-way flasher;
  - ix. Inside rear view mirror – day/night type;
  - x. Exterior mirrors – left and right mounted, power adjustable;
  - xi. Air conditioner/heater;
  - xii. Radio – AM/FM push-button (minimum);

- xiii. Windshield wipers – variable speed with intermittent control; and
- xiv. Hood release – inside vehicle.
- d. General vehicle light bar shall be as follows:
  - i. Five-passenger Crossover sport utility vehicles shall be equipped with two amber LEDs on the front grille or one within each headlamp lens, two amber LEDs on the lower portion of the rear liftgate or one within each tail lamp lens, two amber LEDs mounted to the rear portion of the interior headliner and facing to the rear so as to be visible through the rear window, and a full-length light bar (type: Whelen Justice or equivalent) affixed to the roof. The light bar shall be mounted as close to center of the vehicle as practicable but may be mounted rearwards if it is deemed to be more visible. The light bar shall be amber with white work lights to the front, rear, and sides.
  - ii. Seven-passenger Crossover sport utility vehicles shall be equipped with two amber LEDs on the front grille or one within each headlamp lens, two amber LEDs on the lower portion of the rear liftgate or one within each tail lamp lens, an amber dual LED mounted to the front portion of the interior headliner and visible to the front, an amber dual LED mounted in each rear side window and visible to the sides, and a traffic indicator (type: Whelen Dominator Plus 6 or equivalent) mounted inside the rear window, as high as practicable, so as to be visible to the rear.
  - iii. Pickup trucks shall be equipped with two amber LEDs on the front grille or one within each headlamp lens, two LEDs within the tail lamp lenses, and a full-length light bar (type: Whelen Justice or equivalent) mounted to the top of the cab, centered approximately between the front and rear axles. Pickup trucks equipped with headache racks shall have the light bar affixed to the top of the headache rack rather than to the cab roof.
  - iv. Light bars and LEDs shall be programmed to flash amber and white alternately to increase visibility.
- e. Vehicle Graphics shall be as follows:
  - i. All Developer provided Project vehicles shall be equipped with one row of high-visibility reflective chevrons, approximately 4” tall and spanning the width of the vehicle, to be mounted to the rear bumper. If the vehicle is equipped with a split rear bumper, the chevrons may be affixed to the lowest portion of the rear tailgate or liftgate practicable. Adjustments for manufacturer’s logos and body lines are permitted within reason. Chevrons should be placed with consideration for maximum visibility.

## **12. PROJECT DIRECTORY**

The Developer shall furnish and maintain to the Department a Project Directory listing the names, addresses and telephone numbers (office, home, cellular, etc.) of the Key Personnel and critical support staff of the Developer and each Subcontractor. The Project Directory shall be submitted to the Department, prior to issuance of the NTP1, for Information. The Developer shall update the Project Directory quarterly for the duration of the Construction Work and with any Key Personnel changes.

## **13. DOCUMENT MANAGEMENT**

### **13.1. General Requirements**

- 13.1.1. The Developer shall establish and maintain its own Document Control System (DCS) to store and record all correspondence, drawings, progress reports, technical reports, specifications, deliverables, calculations, and administrative documents generated under the Project Agreement. The Developer shall also establish correspondence routing, filing, control, and retrieval methods that are compatible with the Department’s DCS. Document Control, storage, and retrieval

methods shall include the use of both hard copies and electronic records. The Developer's DCS shall handle all documents.

- 13.1.2. The Department will use Aconex as its DCS, a web-based information management system. Aconex will be the only recognized method for transmittal of formal project correspondence, documents and information (other than for service of legal process). Where it is necessary to transmit original signed documents, these shall be acceptable forms of correspondence only when they have been issued via Aconex first.
- 13.1.3. The Developer shall use the Department's Aconex system when communicating with the Department. This includes use for all Document Control related documents, transmitting deliverables, and email correspondence purposes for the duration of the Project. The Aconex system will be used by all participants engaged on this Project, including Subcontractors of any tier, Suppliers and their subsequent legal successors in title. It is the Developer's responsibility to ensure consistency with this procedure.
- 13.1.4. Access to the Department's Aconex system will be provided to the Developer and all Subcontractors free of charge for the duration of the Project.
- 13.1.5. The Department, at its sole discretion, may elect to use an alternative DCS during the course of the Term. In such case, the Developer shall use this alternative DCS for all correspondence with the Department as described herein.
- 13.1.6. All correspondence of the Developer to and from the Department and its representatives with respect to the Project shall be categorized and serialized by a method Accepted by the Department. The Developer shall maintain separate incoming and outgoing correspondence logs. Developer correspondence serialization shall be submitted for Acceptance by the Department prior to NTP1.
- 13.1.7. The following is the minimum criteria that the Developer's DCS shall provide:
  - a. Access shall be provided to the Department on a real-time basis that can only be attained through the Internet. The Developer shall maintain industry standards for Internet connectivity as determined by the Department.
  - b. The Developer's incoming and outgoing correspondence logs shall be available to the Department within 24 hours.
  - c. Documents within the Developer's DCS must be transferable to the Department's DCS. The transfer of documents shall be performed through the Internet.
  - d. The Department and CCD shall have read only access to the latest set of drawings that are produced during the Construction Period.
  - e. Process Control (PC) and Independent Quality Control (IQC) data, such as test results, daily inspection records, non-conformance reports, etc., shall be stored by the Developer within their DCS. Real-time access by the Department to PC/IQC data shall be required. PC/IQC data shall be transferred to the Department's DCS on a monthly basis.

#### **14. DELIVERABLES**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the timeframes specified below:

**Table 2 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Project Management Plan (PMP)	Acceptance	Prior to the issuance of NTP1, updated annually
WBS	Acceptance	Prior to the issuance of NTP1
Baseline Schedule	Acceptance	Prior to the issuance of NTP1
Revised Baseline Schedule	Acceptance	Upon the Department's or Developer's request
Progress Report format	Approval	Within 10 Working Days after the issuance of NTP1
Progress Report	Acceptance	10 Working Days following prior month's end
Schedule Work Plan	Acceptance	Prior to the issuance of NTP1
Monthly Progress Schedule	Acceptance	Concurrent with each Progress Report
Maintenance Progress Report	Information	Concurrent with each Progress Report
Record Schedule	Acceptance	Concurrent with final Progress Report
Developer Provided Facilities	Acceptance	30 Calendar Days after NTP1
Pre-construction photo and video survey	Information	Prior to the issuance of NTP1
Project Directory	Information	Prior to the issuance of NTP1
Developer DCS correspondence categorization and serialization method	Acceptance	Prior to the issuance of NTP1
Safety Management Plan (SMP)	Acceptance	Prior to the issuance of NTP1
Stage 1 Quality Management Plan (QMP)	Approval	Prior to the issuance of NTP1
Stage 2 Quality Management Plan (QMP)	Approval	Prior to the issuance of NTP2
Updates to Stage 1 or Stage 2 QMP	Approval	As needed to document changes to quality program
Evidence of ASQ certification of IQCM and CPCM as per <u>Section 6.2.7.f</u>	Information	Prior to the issuance of NTP2
Durability Plan	Acceptance	60 Calendar Days after the issuance of NTP1; following completion of final plan sets and prior to Substantial Completion; annually thereafter

Deliverable	Information, Acceptance, or Approval	Schedule
Meeting Minutes to be submitted for Acceptance per the Project Agreement	Acceptance	Four Working Days after meeting
Preliminary (30% level) plan package	Acceptance	As defined in Project Schedules
Meeting minutes, other than those required to be Accepted	Information	Four Working Days after meeting
Task force meeting minutes	Acceptance	Four Working Days after meeting
Design progress review meeting minutes	Acceptance	Four Working Days after meeting
Quality Manager reports the status of the Work's quality	Information	Monthly
Materials Testing and Inspection Plan (MTIP)	Approval	Concurrent with QMP
Materials Testing and Inspection Plan (MTIP)	Acceptance	Concurrent with RFC Documents
Summary of activity-specific Material quantities	Acceptance	Monthly
Final (100% level) plan sets	Acceptance	As required by <u>Schedule 10</u>
Release for Construction Documents	Acceptance	As required by <u>Schedule 10</u>
Revisions to Release for Construction Documents	Acceptance	As required by <u>Schedule 10</u>
As-Built Documents	Acceptance	As required by <u>Schedule 10</u>
One electronic copy of all manufacturers' warranties, guarantees, instruction sheets, parts lists, and other product data	Acceptance	Within 20 Working Days after installation of the items to which they relate, and in any event prior to Substantial Completion
COC/CTR log	Acceptance	Prior to Substantial Completion
IQC test measurements and test results	Information	Within 24 hours following inspection or test completion
Weekly look ahead of specific scheduled construction activities	Information	Weekly

Deliverable	Information, Acceptance, or Approval	Schedule
Description of actual construction activities conducted during the previous Week	Information	Weekly
Nonconformance Report	Approval	As required by <u>Section 6.5</u> of this <u>Schedule 8</u>
Nonconforming Work log	Acceptance	Weekly
Corrective Action Plan	Approval	As required by <u>Section 6.5</u> of this <u>Schedule 8</u>
Punch Lists and Punch List logs	Approval	As required by Part 7 of Schedule 3

**15. APPENDICES**

- Appendix A Project Special Provisions
- Appendix B Certificates for Construction Work Completion

**Appendix A**  
**Project Special Provisions**

The following specifications modify and take precedence over the Standard Specifications. The provisions of Appendix A to Schedule 10A Applicable Standards and Specifications apply to these Project Special Provisions.

**PROJECT SPECIAL PROVISIONS**

	<u>Page</u>
Index	8-48
Revision of Section 107 – Performance of Safety Critical Work	8-49 to 8-51

**REVISION OF SECTION 107  
PERFORMANCE OF SAFETY CRITICAL WORK**

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

Add subsection 107.061 immediately following subsection 107.06 as follows:

**107.061 Performance of Safety Critical Work.** The following work elements are considered safety critical work for this project:

- (a) Overhead girder erection
- (b) Overhead structure construction or repair
- (c) Removal of bridge
- (d) Removal of portion of bridge
- (e) Temporary works: falsework, shoring that exceeds 5 feet in height, cofferdams, and temporary bridges
- (f) Work requiring the use of cranes or other heavy lifting equipment to set a girder, to make overhead repairs, or includes special provisions for Removal of Bridge or Removal of Portion of Bridge. Also when construction materials are being lifted that may fall onto active traffic lanes.
- (g) Blasting
- (h) Excavation and embankment adjacent to the roadway, especially if it requires shoring
- (i) Tunneling
- (j) Work operations such as pile driving and jack hammering which may create vibration and cause debris to fall into traffic.
- (k) Rockfall mitigation

The Contractor shall submit, for record purposes only, an initial detailed construction plan that addresses safe construction of each of the safety critical elements. When the specifications already require an erection plan, a bridge removal plan, or a removal of portion of bridge plan, it shall be included as a part of this plan. The detailed construction plan shall be submitted two weeks prior to the safety critical element conference described below. The construction plan shall be stamped "Approved for Construction" and signed by the Contractor. The construction plan will not be approved by the Engineer.

The Construction Plan shall include the following:

- (a) Safety Critical element for which the plan is being prepared and submitted.
- (b) Contractor or subcontractor responsible for the plan preparation and the work.
- (c) Schedule, procedures, equipment, and sequence of operations, that comply with the working hour limitations

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**REVISION OF SECTION 107  
PERFORMANCE OF SAFETY CRITICAL WORK**

- (d) Temporary works required: falsework, bracing, shoring, etc.
- (e) Additional actions that will be taken to ensure that the work will be performed safely.
- (f) Names and qualifications of workers who will be in responsible charge of the work:
  - 1. Years of experience performing similar work
  - 2. Training taken in performing similar work
  - 3. Certifications earned in performing similar work
- (g) Names and qualifications of workers operating cranes or other lifting equipment
  - 1. Years of experience performing similar work
  - 2. Training taken in performing similar work
  - 3. Certifications earned in performing similar work
- (h) The construction plan shall address how the Contractor will handle contingencies such as:
  - 1. Unplanned events (storms, traffic accidents, etc.)
  - 2. Structural elements that don't fit or line up
  - 3. Work that cannot be completed in time for the roadway to be reopened to traffic
  - 4. Replacement of workers who don't perform the work safely
  - 5. Equipment failure
  - 6. Other potential difficulties inherent in the type of work being performed
- (i) Name and qualifications of Contractor's person designated to determine and notify the Engineer in writing when it is safe to open a route to traffic after it has been closed for safety critical work.
- (j) Erection plan or bridge removal plan when submitted as required elsewhere by the specifications. Plan requirements that overlap with above requirements may be submitted only once.

A safety critical element conference shall be held two weeks prior to beginning construction on each safety critical element. The Engineer, the Contractor, the safety critical element subcontractors, and the Contractor's Engineer shall attend the conference. Required pre-erection conferences or bridge removal conferences may be included as a part of this conference.

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**REVISION OF SECTION 107  
PERFORMANCE OF SAFETY CRITICAL WORK**

After the safety critical element conference, and prior to beginning work on the safety critical element, the Contractor shall submit a final construction plan to the Engineer for record purposes only. The Contractor's Engineer shall sign and seal temporary works, such as falsework, shoring etc., related to construction plans for the safety critical elements, (3) Removal of Bridge, (4) Removal of Portion of Bridge and (5) Temporary Works. The final construction plan shall be stamped "Approved for Construction" and signed by the Contractor.

The Contractor shall perform safety critical work only when the Engineer is on the project site. The Contractor's Engineer shall be on site to inspect and provide written approval of safety critical work for which he provided signed and sealed construction details. Unless otherwise directed or approved, the Contractor's Engineer need not be on site during the actual performance of safety critical work, but shall be present to conduct inspection for written approval of the safety critical work.

When ordered by the Engineer, the Contractor shall immediately stop safety critical work that is being performed in an unsafe manner or will result in an unsafe situation for the traveling public. Prior to stopping work, the Contractor shall make the situation safe for work stoppage. The Contractor shall submit an acceptable plan to correct the unsafe process before the Engineer will authorize resumption of the work.

When ordered by the Engineer, the Contractor shall remove workers from the project that are performing the safety critical work in a manner that creates an unsafe situation for the public in accordance with subsection 108.05.

Should an unplanned event occur or the safety critical operation deviate from the submitted plan, the Contractor shall immediately cease operations on the safety critical element, except for performing any work necessary to ensure worksite safety, and provide proper protection of the work and the traveling public. If the Contractor intends to modify the submitted plan, he shall submit a revised plan to the Engineer prior to resuming operations.

All costs associated with the preparation and implementation of each safety critical element construction plan will not be measured and paid for separately, but shall be included in the work.

Nothing in the section shall be construed to relieve the Contractor from ultimate liability for unsafe or negligent acts or to be a waiver of the Colorado Governmental Immunity Act on behalf of the Department.

**Appendix B Certificates for Construction Work Completion**

**COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**

- and -

**COLORADO BRIDGE ENTERPRISE**

- and -

[Name of Developer]

**PROJECT AGREEMENT FOR THE CENTRAL 70 PROJECT**

**CERTIFICATE OF DESIGN MANAGER**

I, [*NAME OF DESIGN MANAGER*], certify as follows:

1. I am the Design Manager appointed by [*NAME OF CONSTRUCTION CONTRACTOR*] to manage the design of the Construction Work.
2. To the best of my knowledge, information and belief, the design documents submitted in connection with all Construction Work performed to achieve [Milestone Completion of Milestone No. [ ]] [*Substantial Completion*] [*Final Acceptance*] meet the requirements of the Project Agreement.

Signed

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[*Name*]

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[*Date*]

**COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**

- and -

**COLORADO BRIDGE ENTERPRISE**

- and -

[Name of Developer]

**PROJECT AGREEMENT FOR THE CENTRAL 70 PROJECT**

**CERTIFICATE OF PROJECT MANAGER**

I, [NAME OF CONSTRUCTION MANAGER] certify as follows:

1. I am the Construction Manager appointed by [NAME OF CONSTRUCTION CONTRACTOR] to manage the Construction Work.
2. To the best of my knowledge, information and belief, all Construction Work performed to achieve [Milestone Completion of Milestone No. [ ]] [Substantial Completion] [Final Acceptance] meets the requirements of the Project Agreement.

Signed

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[Name]

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[Date]

**COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**

- and -

**COLORADO BRIDGE ENTERPRISE**

- and -

[Name of Developer]

**PROJECT AGREEMENT FOR THE CENTRAL 70 PROJECT**

**CERTIFICATE OF QUALITY MANAGER**

I, [NAME OF QUALITY MANAGER], certify as follows:

1. I am the Quality Manager appointed by [NAME OF INDEPENDENT QUALITY CONTROL FIRM] to manage the Construction Work.
2. To the best of my knowledge, information and belief, there are no outstanding non-conformances in the Construction Work performed to achieve [Milestone Completion of Milestone No. [ ] other than those identified on the Approved Milestone Completion Punch List attached to this certificate] [Substantial Completion other than those identified on the Approved Substantial Completion Punch List attached to this certificate] [Final Acceptance].

Signed

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[Name]

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[Date]

## Schedule 9 Submittals

### 1. Definitions

The following terms have the respective meanings set out below for all purposes of this Schedule 9:

“Deliverable for Acceptance” means any Deliverable that, pursuant to this Agreement, must be submitted either:

- (a) for Acceptance; or
- (b) for consent, approval or like assent, to the extent that the Department is or the Enterprises are, as applicable, pursuant to the express provisions of this Agreement, required to act reasonably in deciding whether to give such consent, approval or like assent.

“Deliverable for Approval” means any Deliverable that, pursuant to this Agreement, must be submitted either:

- (a) for Approval; or
- (b) for consent, approval or like assent, to the extent that such is, pursuant to the express provisions of this Agreement or pursuant to Section 2.2.4.b of the Project Agreement, in, as applicable, the Department’s or the Enterprises’ discretion.

“Deliverable for Information” means any Deliverable that, pursuant to this Agreement, must be submitted by Developer for Information.

“Deliverable for Third Party Review” means any Reviewable Deliverable that requires review or approval by a Governmental Authority, Utility Owner, Railroad or other third Person in addition to the review or approval by the Department or the Enterprises.

“DRTL” has the meaning given to it in Section 7(a) of this Schedule 9.

“Restricted Activity” has the meaning given to it in Section 3(a) of this Schedule 9.

“Reviewable Deliverable” means any Deliverable that is a Deliverable for Approval, a Deliverable for Acceptance or a Deliverable for Information.

### 2. General

- (a) This Schedule 9 shall govern all Reviewable Deliverables to be submitted either to the Department or the Enterprises pursuant to this Agreement.
- (b) Developer shall develop and implement procedures for handling, storing, packing, tracking and submitting Reviewable Deliverables as part of its Quality Management Plan pursuant to Section 6.2.1.f.xviii of Schedule 8 (*Project Administration*). Such procedures shall comply, and be consistent, with this Schedule 9.

### 3. Restrictions on Work Prior to Review

- (a) Except to the extent expressly permitted by Section 3(b) of this Schedule 9, Developer shall not commence or perform, and shall ensure that none of its Subcontractors nor any of their respective Subcontractors shall commence or perform, any part of the Work (each such part, a “Restricted Activity”) to the extent that such Restricted Activity is the subject of, governed by or otherwise conditioned on the submission, review, Approval or Acceptance of any Reviewable Deliverable unless and until:

- (i) in respect of a Deliverable for Approval:
    - (A) either the Department or the Enterprises, as applicable, has unconditionally Approved such Reviewable Deliverable; or
    - (B) (I) either the Department or the Enterprises, as applicable, has conditionally Approved such Reviewable Deliverable pursuant to Section 6(b)(i)(B) of this Schedule 9, (II) Developer has agreed in writing to comply with or respond to, as applicable, all conditions and comments related to such Reviewable Deliverable and (III) no resubmission of such Reviewable Deliverable is required pursuant to Section 9(b)(ii) or Section 9(d)(ii) of this Schedule 9;
  - (ii) in respect of a Deliverable for Acceptance:
    - (A) either the Department or the Enterprises, as applicable, has unconditionally Accepted such Reviewable Deliverable;
    - (B) (I) either the Department or the Enterprises, as applicable, has conditionally Accepted such Reviewable Deliverable pursuant to Section 6(b)(ii)(B) of this Schedule 9, (II) Developer has agreed in writing to comply with or respond to, as applicable, all conditions and comments related to such Reviewable Deliverable and (III) no resubmission of such Reviewable Deliverable is required pursuant to Section 9(b)(ii) or Section 9(d)(ii) of this Schedule 9; or
    - (C) if either the Department or the Enterprises, as applicable, has failed to respond in any way to such Reviewable Deliverable within any applicable period determined in accordance with Sections 6(a)(i) and 6(a)(ii) of this Schedule 9 and has subsequently failed to respond to any notice regarding such failure as determined in accordance with Section 6(a)(iv) of this Schedule 9, in which event the Department or the Enterprises, as applicable, shall be deemed to have unconditionally Accepted such Reviewable Deliverable; and
  - (iii) in respect of a Deliverable for Information, either the Department or the Enterprises, as applicable, has had at least 15 Working Days to review and comment on such Reviewable Deliverable after it was first submitted.
- (b) Notwithstanding Section 3(a) of this Schedule 9, Developer may itself, and may permit its Subcontractors to, commence or perform any Restricted Activity prior to Developer, or any such Subcontractor, otherwise being permitted to do so pursuant to Section 3(a) of this Schedule 9:
- (i) if the Restricted Activity is the subject of, governed by or otherwise conditioned on the submission, review or Acceptance of any Deliverable for Acceptance or any Deliverable for Information; and
  - (ii) only to the extent permitted by any Approved Quality Management Plan,
- provided that:
- (A) for certainty, Section 3(a) of this Schedule 9 shall in no circumstance apply to any Restricted Activity that is the subject of, governed by or otherwise conditioned on the submission, review or Approval of any Deliverable for Approval;
  - (B) any Restricted Activity undertaken by Developer, or any Subcontractor, pursuant to this Section 3(b) shall be conducted at Developer's sole cost and risk without prejudice to the Department's and the Enterprises' continuing rights of review, comment and Acceptance of any relevant Reviewable Deliverables under this Schedule 9; and

- (C) Developer shall at all times remain responsible for complying with the outcome of the Department's and the Enterprises' review, comment and Acceptance process under this Schedule 9, at Developer's sole cost and risk, including any and all reconstruction, alterations, modifications or other remedial work to Work already completed as may be necessary to comply with such outcome.

**4. Submission of Deliverables**

- (a) Each Reviewable Deliverable submission shall:
  - (i) include a signed and dated certification by Developer in form and substance reasonably acceptable to the Department or the Enterprises, as applicable, that such Reviewable Deliverable is complete, is suitable for the purpose for which it is submitted and meets the requirements of this Agreement; and
  - (ii) be accompanied by such supplemental reference information and materials as are reasonably requested by the Department or the Enterprises in advance.
- (b) Developer may resubmit any previously submitted Deliverable for Approval or Deliverable for Acceptance, as applicable, that was not previously Approved or Accepted, or otherwise consented to, approved or assented to, without conditions, provided that Developer clearly identifies and documents in its resubmission how all prior conditions and comments have been addressed.

**5. Third Party Review**

- (a) Developer shall submit to either the Department or the Enterprises, as applicable, each Deliverable for Third Party Review concurrently with its submission to the relevant Governmental Authority, Utility Owner, Railroad or other third Person, except:
  - (i) with respect to any Deliverable for Third Party Review that:
    - (A) is to be submitted to the FHWA or which involves a Department Provided Approval, which Deliverable for Third Party Review Developer is obligated to first submit to the Enterprises pursuant to Section 8.4.3.a of the Project Agreement; or
    - (B) the Department or the Enterprises, as applicable, has or have notified Developer must be reviewed and/or approved:
      - (I) by the Department or the Enterprises, as applicable, prior to submission to any relevant Governmental Authority, Utility Owner, Railroad or other third Person; or
      - (II) by the relevant Governmental Authority, Utility Owner, Railroad or other third Person prior to submission to the Department or the Enterprises, as applicable; or
  - (ii) as otherwise expressly provided for in this Agreement.
- (b) Except as otherwise expressly provided for in this Agreement, neither the Department nor the Enterprises, as applicable, shall be obligated to provide Developer with a written response on any Deliverable for Third Party Review that is subject to concurrent review under Section 5(a) of this Schedule 9 until the relevant Governmental Authority, Utility Owner, Railroad or other third Person has formally provided a response or granted approval (conditional or otherwise) to it, at which time, as applicable, the Department's or the Enterprises' review shall be deemed to commence for purposes of Sections 3 and 6 of this Schedule 9.

**6. Review Process**

(a) Subject to Sections 5(b) and 8 of this Schedule 9, the Department or the Enterprises, as applicable, will provide Developer with a written response to each Reviewable Deliverable pursuant to Section 6(b) of this Schedule 9 within:

- (i) subject to Section 6(a)(ii) of this Schedule 9:
  - (A) 15 Working Days following an initial submission of such Reviewable Deliverable; and
  - (B) 10 Working Days of any resubmission of such Reviewable Deliverable, provided that either the Department or the Enterprises, as applicable, may in its or their discretion (and by written notice to Developer) extend such period to 15 Working Days if it or they determine in its or their discretion that such longer review period is necessary; or
- (ii) such other period as is otherwise expressly provided for such Reviewable Deliverable in this Agreement,

provided that any failure by the Department or the Enterprises, as applicable, to provide any written response within the applicable period determined in accordance with Sections 6(a)(i) and 6(a)(ii) of this Schedule 9:

- (iii) to any Deliverable for Approval, shall be deemed a disapproval;
  - (iv) to any Deliverable for Acceptance, shall be deemed an Acceptance if Developer notifies the Department or the Enterprises, as applicable, of such failure and the Department or the Enterprises, as applicable, subsequently fail to respond in any way within five Working Days of receipt of such a notice; and
  - (v) to any Deliverable for Information, shall be deemed to satisfy Developer's obligations with respect to such Deliverable pursuant to Section 3(a)(iii) of this Schedule 9.
- (b) The Department or the Enterprises, as applicable, shall provide one of the following responses, in writing, to each Reviewable Deliverable:
- (i) for Deliverables for Approval:
    - (A) unconditional Approval;
    - (B) conditional Approval, with guidance as to any conditions and/or comments that Developer must agree, in writing, to comply with and/or respond to as and when required by the terms of such conditional Approval (which compliance and/or responses may, in the Department's or the Enterprises' discretion, be permitted to occur after such conditional Approval becomes effective) in order for such conditional Approval to be effective; or
    - (C) disapproval, with or without guidance as to the basis for the disapproval and/or whether either the Department or the Enterprises, as applicable, expects to subsequently Approve such Reviewable Deliverable following any resubmission subject to modifications and/or conditions (including any that are required to address comments made in the Department's or the Enterprises' response, as applicable);
  - (ii) for Deliverables for Acceptance:
    - (A) unconditional Acceptance;
    - (B) conditional Acceptance, with guidance as to any conditions and/or comments that Developer must agree, in writing, to comply with and/or respond to as and when required by the terms of such conditional

Acceptance (which compliance and/or responses may, in the Department's or the Enterprises' discretion, be permitted to occur after such conditional Acceptance becomes effective) in order for such conditional Acceptance to be effective; or

- (C) rejection, with guidance as to the basis for the rejection and/or whether either the Department or the Enterprises, as applicable, expects to subsequently Accept such Reviewable Deliverable following any resubmission subject to modifications and/or conditions (including any that are required to address comments made in the Department's or the Enterprises' response, as applicable); or
- (iii) for Deliverables for Information, comments or written confirmation of "no comments".
- (c) Notwithstanding any Approval, Acceptance, comment or other response of or on a Reviewable Deliverable, Developer acknowledges and agrees that its ability to rely on the same is subject to Section 2.2.5 of the Project Agreement.

## 7. Tracking of Deliverables

- (a) Prior to the issuance of NTP1, Developer shall submit to the Department for Acceptance, as part of its Project Management Plan delivered pursuant to Schedule 8 (Project Administration) the Deliverable Requirements Tracking List ("DRTL").
- (b) The DRTL shall:
  - (i) identify each Reviewable Deliverable that, as of the date of submission of the DRTL, Developer knows or anticipates will need to be submitted to the Department or the Enterprises, as applicable;
  - (ii) specify the type of Reviewable Deliverable;
  - (iii) include Developer's proposed timeframe and sequence for submission, review and resolution of each Reviewable Deliverable; and
  - (iv) show how, given the proposed timing and sequencing of such Reviewable Deliverables, the Department or the Enterprises, as applicable, shall be able to reasonably review and respond to all such Reviewable Deliverables pursuant to Section 6 of this Schedule 9 while avoiding the concurrent review of five or more Reviewable Deliverables that require review by the same specialty experts (as reasonably determined by the Department or the Enterprises, as applicable) unless the Department has previously Approved such concurrent review.
- (c) Following the Department's Acceptance of the DRTL, Developer shall use the DRTL to track the status of all Reviewable Deliverables, including all submissions and resubmissions and responses from the Department and the Enterprises, as applicable.
- (d) Developer shall deliver to the Department for Acceptance monthly updates to the DRTL to track the status of all Reviewable Deliverables, including updates to the DRTL as may be necessary to reflect the inclusion of any Reviewable Deliverable that was not previously included in the DRTL.

## 8. Sequencing

- (a) Developer shall use Reasonable Efforts to schedule, prioritize and coordinate all Reviewable Deliverables to allow an efficient and orderly Reviewable Deliverables review process pursuant to this Schedule 9 and the DRTL.
- (b) To the extent that Developer exceeds any of the limits on Reviewable Deliverables set out in this Agreement or the DRTL, the Department or the Enterprises, as applicable, shall (acting reasonably and taking into account the number and nature of any other Reviewable Deliverables that it and/or they may concurrently be in the process of

reviewing) determine a time period for the review of the Reviewable Deliverables that exceed such limit.

- (c) For certainty, neither the Department nor the Enterprises shall be obligated to concurrently review five or more Reviewable Deliverables that require review by the same specialty experts (as reasonably determined by the Department or the Enterprises, as applicable) unless the Department or the Enterprises, as applicable, has or have previously Approved such concurrent review.

**9. Developer Responses**

Except with respect to:

- (a) a Deliverable for Information; and
- (b) any other Reviewable Deliverable:
  - (i) that the Department or the Enterprises, as applicable, has or have unconditionally Approved or unconditionally Accepted; or
  - (ii) to which the Department or the Enterprises, as applicable, has or have notified Developer that this Section 9 of this Schedule 9 shall not apply,

Developer shall:

- (c) respond to all comments and responses from the Department or the Enterprises on or to any Reviewable Deliverable, including by making modifications to such Reviewable Deliverable as necessary to fully reflect and resolve all such comments and responses; and
- (d) after making any such modifications and to the extent otherwise required by the provisions of this Agreement, resubmit any such Reviewable Deliverable as many times as is necessary until either the Department or the Enterprises, as applicable, has or have either:
  - (i) unconditionally Approved or unconditionally Accepted the relevant Reviewable Deliverable; or
  - (ii) notified Developer that no such resubmission is required.

## **1. GENERAL**

### **1.1 Purpose**

- 1.1.1 The purpose of this Section is to summarize the Developer's obligations with respect to design and construction of the Project by identifying major elements of the Construction Work, including references to the processes and procedures that the Developer is required to comply with.
- 1.1.2 Reference is made to the Sections of this Schedule and other Schedules which include details of the specific requirements relevant to the Construction Work.

### **1.2 Application of Schedule 10 Design and Construction Requirements**

- 1.2.1 Without limiting any other provision of this Project Agreement, this Schedule (including all of the terms, conditions, requirements, criteria, specifications and standards set out or referenced herein) comprises the minimum obligations of the Developer in respect of the matters set out in this Schedule, including in respect of the provision, performance and carrying out of the Construction Work.
- 1.2.2 The Developer shall ensure that the Construction Work complies with and is undertaken in accordance with the terms, conditions, requirements, criteria, specifications and standards set out or referenced in this Schedule.
- 1.2.3 In complying with the terms, conditions, requirements, criteria, specifications and standards set out or referenced in this Schedule, the Developer shall give due regard to the terms, conditions, requirements, criteria, specifications and standards set out or referenced in each of the other Sections of this Schedule and to the other provisions of the Project Agreement.
- 1.2.4 Nothing in any one Section of this Schedule shall relieve the Developer from its obligations to comply with the terms and conditions, requirements, criteria, specifications and standards set out or referenced in each of the other Sections of this Schedule.
- 1.2.5 The Developer shall design and construct all Elements of the Project in compliance with the requirements of all relevant Sections of the Project Agreement including all performance requirements and the Handback Requirements.

### **1.3 General Requirements**

The Developer's obligations in respect of the Construction Work are summarized below and shall be carried out in accordance with the Project Agreement, the Sections of this Schedule and other Schedules:

- a. Removal and replacement of the existing I-70 Mainline on viaduct from Brighton Boulevard to Colorado Boulevard, with the I-70 Mainline lowered below existing grade;
- b. Construction of Cover over the I-70 Mainline between Columbine Street and Clayton Street;
- c. Reconstruction of the I-70 Mainline from Brighton Boulevard to Quebec Street;
- d. Widening of the I-70 Mainline to include a Tolled Express Lane in each direction from Quebec Street to Chambers Road;
- e. Restriping of the existing I-70 Mainline from east of I-25 to Brighton Boulevard;
- f. Construction of cross streets at Brighton Boulevard, York Street, Josephine Street, Columbine Street, Clayton Street, Fillmore Street, Steele Street/Vasquez Boulevard, Cook Street, Monroe Street, Colorado Boulevard, Dahlia Street, Holly Street, Monaco Street, Quebec Street, and Peoria Street (reconstruction of the cross streets at Central Park Boulevard, Havana Street and Chambers Road is not included);
- g. Combining existing ramps at Dahlia Street and Monaco Street into a single interchange at Holly Street;

- h. Reconstruction of the UPRR Crossing, UPRR Pepsi Lead Crossing, UPRR York Street Crossing, BNSF Crossing, and DRIR Crossing;
- i. Reconstruction of the I-270 eastbound bridge over I-70 Mainline;
- j. Provision of ITS and ETC system infrastructure, including an Active Traffic Management system; and
- k. Maintenance of traffic including maintenance of existing roadways, including detours, during the Construction Period.

**1.4 Notices to Proceed (Schedule 3)**

Parts 1 and 2 of Schedule 3 Commencement and Completion Mechanics shall apply in respect of the commencement of the Construction Work.

**1.5 Project Administration (Schedule 8)**

The Developer shall comply with its obligations under Schedule 8 Project Administration and undertake all actions as necessary when discharging its obligations relating to project management and Quality Assurance Activities for the Construction Work.

**1.6 Submittals (Schedule 9)**

The Developer shall comply with the procedures set out in Schedule 9 Submittals when making submittals to the Department in connection with the Construction Work.

**1.7 Approvals, Consents and Permits**

Except to the extent expressly provided otherwise in the Project Agreement, the Developer shall be responsible for obtaining all Governmental Approvals and Permits in connection with the Construction Work.

**1.8 Detailed Requirements**

Detailed requirements for individual Construction Work elements are described in the remaining Sections of this Schedule listed below:

- a. Section 2: Maintenance of Traffic;
- b. Section 3: ITS and Tolling Equipment;
- c. Section 4: Utilities;
- d. Section 5: Survey;
- e. Section 6: Roadway Pavements;
- f. Section 7: Earthwork;
- g. Section 8: Drainage;
- h. Section 9: Roadway;
- i. Section 10: Railroads;
- j. Section 11: Signing, Pavement Markings, Signalization and Lighting;
- k. Section 12: Cover MEP System;
- l. Section 13: Structures; and
- m. Section 14: Landscaping and Aesthetics.

**1.9 Applicable Standards and Specifications (Schedule 10A)**

- 1.9.1 Except to the extent expressly provided otherwise in the Project Agreement, the Developer shall design and construct the Project in accordance with the Construction Standards. The list of

standards in Schedule 10A Applicable Standards and Specifications shall not be considered comprehensive.

1.9.2 The I-70 Mainline and CDOT Roadways and associated Construction Work shall be designed and constructed in accordance with the CDOT *Standards and Specifications* (as modified by Appendix A to Schedule 10A Applicable Standards and Specifications).

1.9.3 Local Agency Roadways and associated Construction Work shall be designed and constructed in accordance with the standards and specifications of the Local Agency (e.g., City of Denver).

**1.10 Contract Drawings (Schedule 10B)**

Schedule 10B Contract Drawings contains the Contract Drawings in accordance with which the Developer shall develop the design and construct the Project.

**1.11 Reference Documents (Schedule 29)**

Section 3 of the Project Agreement sets out the status of the Reference Documents in relation to the performance of the Work, including the Construction Work.

**1.12 Strategic Communications (Schedule 14)**

The Developer shall comply with its obligations under Schedule 14 Strategic Communications when discharging its obligations relating to Construction Work.

**1.13 Federal and State Requirements (Schedule 15)**

The Developer shall comply with its obligations under Schedule 15 Federal and State Requirements when discharging its obligations relating to Construction Work.

**1.14 Environmental Requirements (Schedule 17)**

Except to the extent expressly provided otherwise in the Project Agreement, the Construction Work required to be carried out by the Developer:

- a. Shall include all Elements and commitments described in the I-70 East EIS to the extent that such Elements and commitments relate to the scope of the Project;
- b. Shall be compatible with the I-70 East EIS to ensure implementation of the Ultimate configuration to the extent that it relates to the scope of the Project; and
- c. Shall include all mitigation measures required to be carried out to ensure compliance with the I-70 East EIS, as required by Schedule 17 Environmental Requirements.

**1.15 Right-of-Way (Schedule 18)**

Right-of-Way defines a major constraint to the Developer's design in terms of boundary restrictions and limits of the Construction Work. Except to the extent expressly provided otherwise in the Project Agreement, the obligations and responsibilities of the Department and the Developer are set out in Schedule 18 Right-of-Way and the Parties shall comply with these accordingly.

**1.16 Havana Street Design-Build Project**

A separate improvement project, the Havana Street Design-Build Project, involves construction of the I-70 Mainline to the Ultimate configuration. The improvements are planned to be completed prior to issuance of NTP 2. The Developer's Construction Work within the physical limits of the Havana Street Design-Build Project shall include any striping, signing or other modifications required to accommodate the Construction Work.

**1.17 City of Denver Identified Future Improvements**

The Developer's design and construction shall not preclude CCD identified improvements specified in Sections 1.17.a to f below. Non-preclusion includes, but is not limited to, the construction of ramp gore-points, structures, and storm water ponds to their final location allowing for such improvements and the I-70 Ultimate configuration without modification. The storm water

ponds shall be designed and constructed to meet the requirements of such improvements and the I-70 Ultimate configuration. Such improvements include the following:

- a. Construction of a future second cover over the I-70 Mainline from west of Steele/Vasquez to east of Cook Street;
- b. Construction of a pedestrian overpass over the UPRR Crossing along 47<sup>th</sup> Avenue;
- c. Conversion of York Street to two-way operations;
- d. Conversion of Josephine Street vehicular bridge over the I-70 Mainline to a pedestrian crossing;
- e. Widening of Quebec Street by one additional lane northbound and southbound with sidewalks for pedestrian/bicycle facilities in accordance with the Roadway Typical Sections provided in Schedule 10B Contract Drawings; and
- f. Widening of Peoria Street by one additional lane northbound and southbound, with sidewalks for pedestrian/bicycle facilities in accordance with the Roadway Typical Sections provided in Schedule 10B Contract Drawings.

## **2. MAINTENANCE OF TRAFFIC**

### **2.1. General**

The Developer shall be responsible for designing, providing and maintaining safe and effective traffic control on all roadways that are affected by the Construction Work for the movement of people, goods, and services through and around the Project while minimizing impacts to local residents, businesses and commuters.

### **2.2. Transportation Management Plan**

2.2.1. The Developer shall prepare a Transportation Management Plan (TMP) including Temporary Traffic Control Plan (TCP) Strategies, a Transportation Operations (TOP) Strategies, and Public Information (PI) Strategies for all proposed Work associated with the Project during the Construction Period. Responsibilities include monitoring and updating the TMP throughout the Construction Period. The TMP shall document how traffic shall be managed during the construction of the Project. The TMP shall follow the requirements shown in CDOT's *Work Zone Safety and Mobility Rule Procedures Document*.

2.2.2. Submission by the Developer, and Approval by the Department, of the TMP shall be prior to the issuance of NTP2. Subsequent modifications to the TMP shall be submitted to the Department for Approval.

#### **2.2.3. Transportation Management Plan Content**

The Developer shall prepare a TMP that defines the strategic plan for traffic management on the Project. The TMP shall address major aspects of the Construction Work for individual construction areas, phases, and stages. The Developer shall involve all affected agencies in the development of the TMP and associated plans. The TMP shall be used as a planning and policy guide to develop and execute the Maintenance of Traffic (MOT) program for the Project. The TMP's contents shall include at a minimum the following:

- a. An overview and description of the Project, subdivided as applicable, into the following components:
  - i. Area: A specific grouping of Construction Work for the Project, defined by the Developer, which creates segments of the Project for the purpose of planning and executing the Construction Work;
  - ii. Phase: A specific sequence of the Construction Work in an area during which a major traffic movement is undertaken (e.g., a detour) and left in place until the Construction Work is complete and traffic is redirected to another location. This shall require development of a specific TCP. In some cases, multiple TCPs may be necessary; and
  - iii. Stage: A subdivision of Construction Work within a phase that combines similar components of Construction Work to maintain efficiency.
- b. Provide information on existing and future conditions including traffic, safety, lighting, and business/community access.
- c. A list of known or potential roadway, ramp, and lane Closures, including the following information:
  - i. Description of traffic shift;
  - ii. Description of detour:
    - A. Identification of detour limits to be used in each construction phase; and
    - B. The Developer's identification and coordination with other construction projects, within the vicinity of the proposed detour route. The impact of these construction projects shall be incorporated into the detour route planning and scheduling.

- iii. Number of shifts expected; and
- iv. Duration of shifts and detours.
- d. A description of proposed detour routes;
- e. Typical section requirements;
- f. Emergency requirements:
  - i. Pull-out locations;
  - ii. Emergency access; and
  - iii. Courtesy patrol.
- g. Temporary Closure scenarios:
  - i. Location; and
  - ii. Time and duration.
- h. Access:
  - i. Pedestrian/bike;
  - ii. Business;
  - iii. Project; and
  - iv. Bus/transit.

#### 2.2.4. Temporary Traffic Control Plan Strategies

- a. The Developer shall provide a detailed approach to the development of TCPs and Methods of Handling Traffic (MHT) on the Project;
- b. The Developer shall provide a detailed approach to the implementation and monitoring of TCPs and Methods of Handling Traffic (MHT) on the Project. At a minimum, the Developer shall include the following:
  - i. Process for Developer MOT inspections (daytime and nighttime).
  - ii. Process for opening new MOT phases or stages to traffic (safe-to-open procedure).
  - iii. Process for winter maintenance of MOT devices and temporary striping.
  - iv. Process for monitoring the safety and effectiveness of TCPs and MHTs.
  - v. Process for refining unsafe or ineffective TCPs and MHTs.
- c. Business and Private Access

The Developer shall maintain public and private access to the local street system. See additional requirements under the Maintenance of Access Plan included in Section 2.9 to this Schedule 10. TCPs and MHTs shall incorporate stakeholder information from the PI, available surveys, and other pertinent studies relating to business and private access to the local street system and the highway facilities. At a minimum, the Developer shall communicate and document the following information relevant to business and private access:

- i. Access points impacted by a particular construction phase or stage;
- ii. All notifications of affected businesses and land owners;
- iii. Schedule of Closures and estimated durations;
- iv. Project-specific access or delivery requirements for local businesses (deliveries, wide load vehicles, etc.); and

- v. Proposed mitigation efforts.
- d. Colorado Transportation Management Center Coordination
  - i. The Developer shall provide an approach to the use of Intelligent Transportation System (ITS)/Variable Message Sign (VMS) boards and traffic signals/ramp meter stations, including coordination with the Denver Traffic Management Center, and Colorado Transportation Management Center (CTMC);
  - ii. Routine requests for use of the CTMC VMS boards shall be submitted to the Department by 10:30 a.m. on Thursday of the week prior to when the VMS boards will be needed (Monday through Sunday of the following week). Requests for routine use of the VMS will be reviewed by noon Friday of the same week of the submittal. The Developer shall coordinate directly with the CTMC at 303-512-5830 following review by the Department;
  - iii. For after-hours (non-construction work times) operations only, the Developer shall coordinate directly with the CTMC. The CTMC is available to the Developer to modify VMS messages 24 hours a day, seven days a week; and
  - iv. The Developer shall coordinate with the Colorado Department of Transportation (CDOT), City of Denver (CCD), and the CTMC in relation to Emergencies, in accordance with the Accepted Incident Management Plan (IMP).

#### 2.2.5. Transportation Operations Strategies

The Developer shall:

- a. Provide a detailed approach to Travel Demand Management (TDM) strategies;
- b. Inventory existing bus routes/stops and provide an approach to coordination with Regional Transportation District (RTD) to resolve disruptions in services due to the Construction Work;
- c. Provide an approach to traffic access management, including restrictions, bicycles, pedestrians, and potential impacts to handicapped mobility;
- d. Provide an approach to coordinate with Denver International Airport during peak travel times;
- e. Provide an approach to pedestrian movements associated with Swansea Elementary school access. Coordinate with Swansea Elementary School as specified in Schedule 14 Strategic Communications and to specifically provide Safe Routes to School, considering sidewalks, crossing guards, bus shuttles, signing, pavement markings, pedestrian signalization. Specifically address pedestrian movements at the UPRR York Street Crossing;
- f. Develop a detailed IMP to manage traffic incidents and emergency operations on the Project. The IMP shall comply with the CDOT *Guidelines for Developing Traffic Incident Management Plans for Work Zones*. The IMP shall be submitted to the Department for Acceptance within 30 Calendar Days after the issuance of NTP1. At a minimum, the IMP shall include the following:
  - i. Coordination with the PIP;
  - ii. Incident detection and identification;
  - iii. Incident response;
  - iv. Incident site management;
  - v. Incident clearance;
  - vi. Dissemination of traveler information regarding incidents;

- vii. Courtesy patrol;
  - viii. Emergency Services notification, including local area police departments, the Colorado State Patrol (CSP), local area fire departments, ambulance services, and any other Emergency response providers;
  - ix. Notification of local school districts about possible impacts to school bus routes, student drop-offs, and/or pedestrian facilities;
  - x. Geographic and other special constraints;
  - xi. Available resources; and
  - xii. Operational procedures.
- g. The Developer shall develop and implement a TDM program to reduce travel demand and improve traffic operating conditions during the Construction Period. The Travel Demand Model program shall specify:
- i. A TDM marketing plan (i.e. park and ride promotion, incentives, etc.);
  - ii. A plan to evaluate the effectiveness of the TDM program;
  - iii. TDM strategies which would complement current corridor and regional strategies; and
  - iv. TDM strategies, Approved as part of the TMP, shall be implemented within 30 Calendar Days following the issuance of NTP2.

#### 2.2.6. Public Information Strategies

- a. Provide a detailed approach to coordinate the TMP Activities with performance of the Developer's obligations under Schedule 14 Strategic Communications;
- b. A checklist identifying specific items shall be provided to the Department by the Developer's Project Communications Manager;
- c. The Developer's Project Communications Manager and the Department's Communications Manager shall meet once per week to discuss public information and management Activities on the Project. The checklist shall provide the inclusion of supporting information relevant to coping messages and public awareness and shall be included in the Construction Work Communications Plan (CWCP), as described in Schedule 14 Strategic Communications;
- d. The Developer shall establish a MOT Task Force to ensure proper coordination with affected agencies. The MOT Task Force shall include, at a minimum, the Developer's Project Communications Manager, Traffic Control Supervisor, Superintendent, the Department, RTD, and Local Agencies (e.g., CCD, Commerce City, and City of Aurora). The Developer shall submit the proposed list of the MOT Task Force members to the Department for Acceptance within 30 Calendar Days after issuance of NTP1. Within 14 Calendar Days after Acceptance of the proposed list of MOT Task Force members, the Developer shall convene a TMP kick-off meeting. The meeting will be used to develop agreement upon the level of detail required for the TMP; and
- e. The MOT Task Force shall meet weekly, and shall be an integrated component of the CWCP, as described in Schedule 14 Strategic Communications. The Developer is responsible for the preparation and distribution of agendas, meeting materials, and meeting minutes and shall submit the minutes to the Department for Acceptance in accordance with Section 9 of Schedule 8 Project Administration.

### 2.3. Maintenance of Traffic Variance Process

- 2.3.1. The Developer shall adhere to the requirements for lane Closures, detours and any other restrictions as set forth within this Section 2, except the Developer may request an MOT Variance

from the Department or, as the case may be, the relevant Local Agency to reduce neighborhood/business impacts, improve safety, or improve quality.

- 2.3.2. In relation to MOT Variances required from the Department, if the Developer can show some benefit in the areas referred to in Section 2.3.1, and present it successfully to the Department, then the Developer may be granted an MOT Variance. The following information shall be included in each MOT Variance request submitted to the Department:
- a. Summary of the MOT Variance request;
  - b. Justification for the MOT Variance request, including a list of the criteria that cannot be met and the reasons for not being able to meet the criteria;
  - c. Hour-by-hour schedule of planned work activities during the variance;
  - d. Public notification methods and schedule;
  - e. List of affected Emergency Services and the schedule for notification;
  - f. List of affected Local Agencies or private owners and the method(s) and schedule for notification;
  - g. Description of additional public information surveys to be performed, if required;
  - h. List of any potential safety hazards to which the public may be exposed;
  - i. Proposed revisions to the Accepted TCP or current MHT; and
  - j. Proposed duration of lane Closure, detour, or phasing change for which a MOT Variance is requested.

The Developer shall submit any MOT Variance request to the Department for Approval 30 Calendar Days prior to implementation.

- 2.3.3. In relation to MOT Variances required from a Local Agency, the Developer shall comply with all Local Agency requirements, including submittal contents and time periods, relating thereto. In addition, the Developer shall meet all Local Agency requirements for detours utilizing non-State owned facilities. Promptly after receipt of the relevant approval, the Developer shall submit a copy of any approved MOT Variance granted by a Local Agency to the Department for Information.

#### **2.4. Developer Response Time**

The Developer shall have at least one employee on call at all times, via cellular phone, that can be a point of contact for immediate response to an incident (i.e. within 30 minutes or less after notification). Upon arrival at the incident, Developer shall assess the situation and immediately notify the appropriate personnel to implement the IMP. Upon notification of the incident, the Developer shall cooperate with the Emergency Services and immediately undertake actions necessary to restore traffic operations, as described in the IMP, in a timely and expedient manner.

#### **2.5. Special Events**

- 2.5.1. The Developer shall coordinate with the Department's Communications Manager and the Local Agencies to develop a list and schedule of Special Events. The Developer shall update the list as events are identified/scheduled. The special event calendar shall be a standing agenda item at the MOT Task Force meetings.
- 2.5.2. The Developer shall coordinate with the CCD and other Local Agencies to develop mitigation that the Construction Work creates regarding delays before, during and after Special Events. This shall include and will not be limited to events such as dignitary escorts, sporting facilities, the National Western Stock Show, local events, etc.
- 2.5.3. The Developer shall identify and implement necessary changes in Construction Work Activities to accommodate traffic to and from Special Events. No lane Closures that could affect traffic movements associated with the Special Event shall be permitted on the day of any Special Event,

unless Approved by the Department 14 Calendar Days prior to implementation. Construction Work outside the travel lanes, ramps and shoulders shall be permitted during Special Events unless specifically prohibited otherwise in this Section 2.

**2.6. National Western Stock Show**

The Developer shall identify and implement necessary changes in Construction Work progress to accommodate traffic to and from the National Western Stock Show. No Construction Work is permitted at the Brighton Boulevard Interchange, ramps or any other local streets that could affect traffic movements to and from the National Western Stock Show. No lane Closures shall be permitted for the duration of the National Western Stock Show. Additionally, Construction Work outside the travel lanes, ramps and shoulders at restricted locations shall not be permitted.

**2.7. RTD Transit System**

2.7.1. The Developer shall coordinate with RTD to minimize any impacts to the RTD transit system as a result of the Construction Work, including bus routes, station access, bus stop locations, and other RTD services. During the Construction Period the Developer shall coordinate with RTD prior to disruptions to RTD service areas and schedules. Coordination with RTD shall be done far enough in advance to allow 30 Calendar Days' notification to transit users of any closures, delays, or modifications in bus or rail routes; and of modifications or relocation of transit stops or signage along the affected routes. The Developer shall utilize the appropriate Strategic Communications Plan(s) (Schedule 14 Strategic Communications) to communicate changes of RTD service to RTD patrons and the public.

2.7.2. The Developer shall maintain access to all RTD stations within the Project during construction. Any modifications to RTD station access or bus stop locations shall be submitted to the RTD for approval and copied to the Department, for Information.

**2.8. Coordination with Adjacent Projects**

The Developer shall coordinate with the Department, RTD, Local Agencies, and adjacent projects to coordinate construction traffic and detour impacts and minimize simultaneous lane Closures or impacts to adjacent or alternate routes.

**2.9. Maintenance of Access Plan**

The Developer shall maintain a minimum of one driveway per business at all times. If a business has delivery driveways or access, the Developer shall also maintain a minimum of one delivery access. For businesses with multiple driveways, when driveway Closure is necessary to progress Construction Work, no driveway may be closed for more than 30 consecutive Calendar Days or more than 45 Calendar Days in aggregate. The grades for temporary driveways shall not be greater than the existing driveway grade.

**2.10. Maintenance of Traffic Analysis and Operations**

2.10.1. The Developer shall evaluate intersection traffic operations in advance of all major MOT phases. Major phases will be identified at the discretion of the Department, and will generally be indicated by major changes in Construction Work locations and lane Closures. The purpose of the evaluation is to ensure that any traffic operations impacts related to the MOT Plans are acceptable to the Department and the Local Agencies. The Developer shall use existing traffic data supplied by the Department, supplemented by additional traffic counts by the Developer as required. The Developer shall report any increases in intersection delay or queue length. The Developer shall use the traffic modeling software provided in the Reference Documents to project the expected queue lengths and delays. The Developer shall provide intersection analysis that includes traffic signal timing optimization and signal coordination along signalized corridors. Timing plans and implementing timing plans shall be coordinated with CCD.

2.10.2. The Department will not use specific delay or queue length thresholds for evaluation, but traffic operations will be evaluated while considering the Developer's overall MOT Plans and approach. The Developer shall be responsible for monitoring actual queues and delays during MOT operations. If the queues and delays exceed the predicted value (regardless of the reason), then

it shall be the Developer's responsibility to modify the TCPs to mitigate impacts to traffic operations. All proposed changes to the TCPs shall be submitted to the Department for Acceptance.

- 2.10.3. The Developer shall submit the MOT operations and analysis to the Department for Acceptance. The traffic analysis shall be summarized in report format, and include all supporting documentation.
- 2.10.4. The Department may identify that additional analysis is necessary if the traffic impacts are unacceptable to the Department. If so, the Developer shall be required to prepare an analysis of the Construction Work Activities that includes the following:
  - a. Project Location and Description:
    - i. Location and Construction Work required;
    - ii. Existing condition;
    - iii. Purpose for the threshold exception request, along with how long and what hours the lane Closures will be in effect; and
    - iv. Recommendations to minimize impacts.
  - b. MOT Alternatives
    - i. All potential options for MOT with descriptions and discussions of each, including the following:
    - ii. Advantages/disadvantages;
    - iii. Estimated timeframe;
    - iv. Potential economic impact to communities and businesses; and
    - v. Ability to gain public buy-in and awareness of the impacts and means to mitigate those impacts.
  - c. Traffic Analysis
    - i. Queue/delay analysis;
    - ii. Percent diversion that is reasonable to expect given the location and construction Activity; and
    - iii. Resulting traffic operations after diverting.
  - d. Detour Calculations
    - i. If a detour is proposed, provide detour route description, detour map(s), and user cost created to travel the extra distance;
    - ii. Provide capacity, volume, and queue length calculations for the critical node along the detour route; and
    - iii. Suggest improvements to the detour route to improve traffic flow on the route with the detour traffic.
  - e. Summary and Recommendations
    - i. List alternatives in order of preference and explain why the alternative is or is not preferred; and
    - ii. Summarize alternatives in table format, including important comparison items such as maximum queue lengths; the number and width of open lanes; the length, dates, and duration of construction period for the relevant part of the Construction Work.

**2.11. Design Requirements**

2.11.1. The Developer's Professional Engineer in responsible charge of the MOT design shall prepare or oversee, review, seal with a Colorado PE stamp and approve: field design changes; Release for Construction Documents; and TCP plans.

2.11.2. Temporary Traffic Control Plan (TCP)

- a. The Developer shall prepare a TCP to control traffic on the Project. The TCP shall conform to the requirements specified herein and the CDOT *Standard Specifications*. The TCP shall generally include all lane and shoulder configurations, including widths, traffic control signing, pavement markings, traffic control devices, temporary signalization, construction access, construction parking, emergency access, work areas, and pedestrian/bicycle requirements necessary for each construction phase. Temporary traffic signals shall be installed as described in Schedule 10, Section 11 Signing, Pavement Marking, Signalization, and Lighting;
- b. The TCP shall be submitted to the Department for Acceptance; and
- c. Any major revision to the TCP, as determined by the Department, shall require submission of a new TCP for Acceptance.

2.11.3. Method of Handling Traffic (MHT)

To implement the TCP, the Developer shall prepare MHTs that conform to the requirements specified herein and the CDOT *Standard Specifications*. The MHTs shall be submitted to the Department for Acceptance.

2.11.4. Detour Design

- a. Detour designs shall move traffic to equivalent or greater capacity roadways.
- b. Detour design shall be as described in Table 2-1.

**Table 2-1 Design and Posted Speeds for Construction Work Zones**

Location	Design Speed (mph)	Posted Speed (mph)
I-70 Mainline, I-225 and I-270	60	55
Ramps and collector-distributor roads	As posted under existing conditions	As posted under existing conditions
CDOT Roadways (other than I-225 and I-270) and Local Agency Roadways	As posted under existing conditions	As posted under existing conditions

2.11.5. Full Local Agency Roadway Closure Restrictions

Local Agency Roadways will be affected by the reconstruction of I-70 Mainline between Brighton Boulevard and Quebec Street requiring restrictions regarding concurrent Construction Work Activities as follows:

- a. North and South Connectivity and Roadway Restrictions
  - i. Maintaining access to the Elyria and Swansea Neighborhoods and reducing out of direction travel is critical. The businesses, schools and social gathering spots in these communities depend on the crossings to traverse the neighborhood, and provide as little disruption to their livelihood as possible. Construction phasing shall be taken into account in the determination and implementation of construction phasing and detours. All directions of travel during construction phasing shall be considered in the roadway network to maintain current

circulation and prevent the isolation of communities, especially north and south of the I-70 Mainline.

- ii. Full roadway closures of Brighton Boulevard, Steele Street, Vasquez Boulevard, Colorado Boulevard, Quebec Street, and Peoria Street are not allowed. At a minimum, the Developer is required to maintain the same number of thru lanes and left turn lanes as are provided in the existing conditions unless alternative measures are used to mitigate the loss of existing conditions. Reducing the number of thru lanes and auxiliary turn lanes will need to be Approved by the Department through the MOT Variance process described in Section 2.3 (whether an MOT Variance is required from the Department or a Local Agency).
- iii. Roadway Closures for north-south facilities shall be in accordance with Table 2-2. The Construction Work restrictions, as shown in the table, show where concurrent Closures are not permitted.

**Table 2-2 Concurrent Full Roadway Closure Restrictions for North-South Facilities**

	Roadway Closures Not Permitted								
	UPRR Crossing	York Street	Josephine Street	Columbine Street	Clayton Street	Fillmore Street	Dahlia Street	Holly Street	Monaco Street
York Street		-	X	X					
Josephine Street		X	-	X					
Columbine Street		X	X	-	X				
Clayton Street				X	-	X			
Fillmore Street					X	-			
Dahlia Street							-	X	
Holly Street							X	-	X
Monaco Street								X	-

X means concurrent full roadway Closures are not permitted

- b. For certainty, for purposes of the definition of Construction Closure Deduction, paragraph b. of such definition in Part A of Annex A (Definitions and Abbreviations) to the Project Agreement shall apply to any full roadway Closure not permitted by Table 2-2.
- c. East and West Connectivity and Roadway Restrictions
  - i. 46th Avenue North between Brighton Boulevard and Colorado Boulevard shall be open prior to the closing of the existing 46th Avenue for the removal of the existing viaduct, including a temporary connection of 46th Avenue between Clayton Street and Columbine Street. After the 46th Avenue South connection between Clayton Street and Columbine Street is open for bi-directional travel, the temporary connection can be removed.
  - ii. Stapleton Drive, between Colorado Boulevard and Oneida Street, shall maintain a minimum of one lane in each direction, for access to businesses. In single lane situations, a minimum lane width shall be 16 feet.

2.11.6. Permitted I-70 Mainline and Ramp Full Closures

Subject to Acceptance by the Department, full Closures can be implemented by the Developer for the I-70 Mainline and ramps as outlined below during the Construction Period only. The Developer shall prepare the TMP, TCPs, Project Schedule, and perform Construction Work in accordance with the permitted construction Closures defined in this Section 2.11.6.

- a. Permitted I-70 Mainline Full Closures
  - i. Night full Closures on the I-70 Mainline (Brighton Blvd. to I-270) – between 10:00 PM to 5:00 AM other than at a Weekend or on a Holiday, up to ten occurrences are permitted during the whole of the Construction Period.
  - ii. Weekend full Closures on the I-70 Mainline (Brighton Blvd. to I-270) - 10:00 PM Friday to 5:00 AM Monday (other than on a Holiday), up to four occurrences are permitted during the whole of the Construction Period.
- b. Ramp Full Closures
  - i. Permitted ramp full Closures on the I-70 Mainline can be implemented by the Developer in accordance with Table 2-3, subject to the sequencing restrictions listed in Section 2.11.6.b.iv;
  - ii. Ramp full Closures at the Brighton Blvd. interchange are not permitted during the National Western Stock Show.
  - iii. The ramps that are located between Brighton Blvd. and I-270 are allowed to be closed during permitted full Closures of I-70 Mainline.

**Table 2-3 Permitted Full Ramp Closures on the I-70 Mainline from Brighton Blvd. to Chambers Blvd.**

Location	Ramp	Allowed Closure
Brighton Blvd. Interchange	EB exit ramp	No full Closures allowed
	WB entrance ramp	No full Closures allowed
	WB exit ramp	Full Closure allowed for up to the lesser of the period of construction and six months upon initiation of construction that affects ramp
	EB entrance ramp	No full Closures allowed
York Street	EB exit ramp	Full Closure allowed upon initiation of Viaduct removal that affects ramp
	WB entrance ramp	Full Closure allowed upon initiation of construction that affects ramp for UPRR phasing
Steele/Vasquez Blvd. Interchange	EB exit ramp	Full Closure allowed for up to the lesser of the period of construction and six months upon initiation of viaduct removal that affects ramp
	WB entrance ramp	Full Closure allowed for up to the lesser of the period of construction and six months upon initiation of viaduct removal that affects ramp

Location	Ramp	Allowed Closure
	WB exit ramp	Full Closure allowed for up to six months upon initiation of construction that affects ramp
	EB entrance ramp	Full Closure allowed for up to the lesser of the period of construction and six months upon initiation of construction that affects ramp
Colorado Blvd. Interchange	EB exit ramp	No full Closures allowed
	EB entrance (loop ramp from northbound Colorado Blvd.)	Full Closure allowed upon initiation of construction that affects ramp
	WB exit ramp	Full Closure allowed for up to the lesser of the period of construction and six months upon initiation of construction that affects ramp
	EB entrance ramp	No full Closures allowed
	EB entrance (loop ramp from southbound Colorado Blvd.)	Full Closure allowed upon initiation of construction that affects ramp
I-70 Slip Ramps to Stapleton Drive	EB exit @ Dahlia	Full Closure allowed upon initiation of construction that affects ramp
	WB entrance @ Dahlia	Full Closure allowed upon initiation of construction that affects ramp
	WB exit @ Monaco	Full Closure allowed upon initiation of construction that affects ramp
	EB entrance @ Quebec	Full Closure allowed upon initiation of construction that affects ramp
Quebec Street Interchange	EB exit ramp	Full Closure allowed for up to the lesser of the period of construction and six months upon initiation of construction that affects ramp
	WB entrance ramp	Full Closure allowed for up to the lesser of the period of construction and six months upon initiation of construction that affects ramp
	WB exit ramp	No full Closures allowed
	EB entrance ramp	No full Closures allowed
Central Park Blvd. Interchange	All existing ramps	No full Closures allowed
Havana Street Interchange	All existing ramps	No full Closures allowed
Peoria Street Interchange	All existing ramps	No full Closures allowed
Chamber Blvd. Interchange	All existing ramps	No full Closures allowed

iv. Ramp Full Closure Sequencing

Prior to the Developer implementing a permitted ramp full Closure on the I-70 Mainline the following sequencing requirements associated with implementing the permitted ramp full Closures shall be met.

A. Steele/Vasquez interchange

Full Closures of like ramps at the Brighton Blvd. interchange and Colorado Blvd. interchange shall not occur concurrently.

B. Colorado Blvd. interchange

(I) Full Closures of like ramps at the Steele/Vasquez Blvd. interchange shall not occur concurrently.

(II) The new Holly Street interchange shall be constructed and operational prior to Closure of ramps at the Colorado Blvd. interchange.

C. I-70 Slip Ramps to Stapleton Drive

The new I-70/Holly Street interchange shall be constructed and operational prior to Closure of I-70 slip ramps to Stapleton Drive interchange.

D. Quebec Street interchange

The new Holly Street interchange shall be constructed and operational prior to Closure of ramps at the Quebec Street interchange.

c. Request for full construction Closures

The Developer shall submit a lane Closure request for every permitted full Closure of the I-70 Mainline or ramps on the I-70 Mainline for Acceptance. Each lane Closure request shall include the following:

i. Detailed description of the permitted full Closure, need and type of Closure;

ii. Construction activities that will occur, and date, timing and duration of requested Closure;

iii. Detours for full permitted Closures; and

iv. Description of the coordination and relationship between the requested permitted Closure and:

A. Any other Closures that will be in effect during the same period of time;

B. Any past Closures relating to the requested Closure, along with results and outcomes of past Closures;

C. Future Closures of the same facility; and

D. Adjacent projects.

2.11.7. Swansea Elementary School

Maintaining safe and effective operations for the Swansea Elementary School shall be accounted for in the development of the construction phasing. Columbine Street and Clayton Street are essential roadways for access to the school and shall not be closed while school is in session. The Developer shall coordinate with Denver Public Schools for all Closures and operational impacts in the area of the School. The Developer's TMP shall include Safe Routes to School solutions; meeting the requirements included in the Safe Routes to School Online Guide located at <http://guide.saferoutesinfo.org/>.

2.11.8. Offsite and Onsite Outfall Systems

For the construction of the Offsite Outfall System and the Onsite Outfall System, the Developer shall coordinate the construction phasing and traffic control plans with CCD, local business owners, Railroads and other Persons, as required. The Developer is responsible for obtaining required Local Agency approvals and Permits prior to submittal of TCPs to the Department for these Elements of the Construction Work.

2.11.9. Permitted Freeway Lane Closure Hours

a. I-70 permitted lane Closure hours

Without prejudice to the provisions of Section 2.11.6, Tables 2-4 and 2-5 below set out the times when the Developer shall be permitted to implement lane Closures on I-70 Mainline during the Construction Period, provided that, for certainty, no such lane Closures are permitted on a Holiday.

**Table 2-4 Single Lane Closures on the I-70 Mainline from Pecos Street to Airport Boulevard**

Pecos Street to Airport Boulevard (MM 273 to MP 284.627)				
Beginning of Section (MP)	End of Section (MP)	Direction	Weekday	Weekend
270.496 (Sheridan Blvd)	274.000 (I-25)	EB	7 PM to Midnight Midnight to 5:30 AM	7 PM to Midnight Midnight to 9 AM
274.000 (I-25)	270.496 (Sheridan Blvd)	WB	7 PM to Midnight Midnight to 5:30 AM	7 PM to Midnight Midnight to 9 AM
274.000 (I-25)	276.572 (SH 2)	EB	8 PM to Midnight Midnight to 5 AM	8 PM to Midnight Midnight to 8 AM
276.572 (SH 2)	274.000 (I-25)	WB	8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 8 AM
276.572 (SH 2)	282.563 (I-225)	EB	7 PM to Midnight Midnight to 5:30 AM	7 PM to Midnight Midnight to 9 AM
282.563 (I-225)	276.572 (SH 2)	WB	7 PM to Midnight Midnight to 5:30 AM	7 PM to Midnight Midnight to 9 AM
282.563 (I-225)	285.727 (Tower Rd)	EB	10 PM to Midnight Midnight to 5 AM	11 PM to Midnight Midnight to 6 AM
285.727 (Tower Rd)	282.563 (I-225)	WB	10 PM to Midnight Midnight to 5 AM	11 PM to Midnight Midnight to 7 AM

**Table 2-5 Multi-Lane Closures on the I-70 Mainline from Pecos Street to Airport Boulevard**

Pecos Street to Airport Boulevard (MP 273 to MP 284.627)								
Beginning of Section (MP)	End of Section (MP)	Direction	Two-Lane Closure		Three-Lane Closure		Four-Lane Closure	
			Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
270.496 (Sheridan Blvd)	274.000 (I-25)	EB	10 PM to Midnight Midnight to 5 AM	11 PM to Midnight Midnight to 6 AM				
274.000 (I-25)	270.496 (Sheridan Blvd)	WB	10 PM to Midnight Midnight to 5:30 AM	11 PM to Midnight Midnight to 7 AM				
274.000 (I-25)	276.572 (SH 2)	EB	10 PM to Midnight Midnight to 5 AM	Midnight to 6 AM				
276.572 (SH 2)	274.000 (I-25)	WB	11 PM to Midnight Midnight to 5 AM	Midnight to 6 AM				
276.572 (SH2)	278.548 (Quebec St)	EB	10 PM to Midnight Midnight to 5 AM	11 PM to Midnight Midnight to 6 AM				
278.548 (Quebec St)	276.572 (SH 2)	WB	10 PM to Midnight Midnight to 5 AM	11 PM to Midnight Midnight to 6 AM				
278.548 (Quebec St)	279.291 (I-270)	EB	10 PM to Midnight Midnight to 5 AM	11 PM to Midnight Midnight to 6 AM				
279.291 (I-270)	278.548 (Quebec St)	WB	10 PM to Midnight Midnight to 5 AM	11 PM to Midnight Midnight to 6 AM				
279.291 (I-270)	282.563 (I-225)	EB	9 PM to Midnight Midnight to 5 AM	10 PM to Midnight Midnight to 7 AM	11 PM to Midnight Midnight to 4 AM	Midnight to 1 AM 2 AM to 5 AM		

Pecos Street to Airport Boulevard (MP 273 to MP 284.627)							
282.563 (I-225)	279.291 (I-270)	WB	10 PM to Midnight  Midnight to 5 AM	10 PM to Midnight  Midnight to 7 AM	11 PM to Midnight  Midnight to 5 AM	Midnight to 6 AM	

b. I-270 permitted lane Closure hours

Table 2-6 below set out the times when the Developer shall be permitted to implement lane Closures on I-270 during the Construction Period, provided that, for certainty, no such lane Closures are permitted on a Holiday.

**Table 2-6 Single Lane Closures on the I-270 Mainline from I-70 to Vasquez Boulevard**

I-70 to Vasquez Boulevard (MM 5.351 to MP 2.358)				
Beginning of Section (MP)	End of Section (MP)	Direction	Weekday	Weekend
5.351 (I-70)	2.358 (Vasquez Blvd)	WB	9 PM to Midnight Midnight to 5:30 AM	10 PM to Midnight Midnight to 7 AM
2.358 (Vasquez Blvd)	5.351 (I-70)	EB	8 PM to Midnight Midnight to 5 AM	10 PM to Midnight Midnight to 7 AM

c. I-225 permitted lane Closure hours

Tables 2-7 and 2-8 below set out the times when the Developer shall be permitted to implement lane Closures on I-225 during the Construction Period, provided that, for certainty, no such lane Closures are permitted on a Holiday.

**Table 2-7 Single Lane Closures on the I-225 Mainline from I-70 to 6<sup>th</sup> Avenue**

I-70 to 6 <sup>th</sup> Avenue (MP 11.997 to MP 8.954)				
Beginning of Section (MP)	End of Section (MP)	Direction	Weekday	Weekend
11.997 (I-70)	8.954 (6th Ave)	SB	8 PM to Midnight Midnight to 5:30 AM	6 PM to Midnight Midnight to 5 AM
8.954 (6th Ave)	11.997 (I-70)	NB	7 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM

**Table 2-8 Multi-Lane Closures on the I-225 Mainline from I-70 to 6<sup>th</sup> Avenue**

I-70 to 6 <sup>th</sup> Avenue (MP 11.997 to MP 8.954)								
Beginning of Section (MP)	End of Section (MP)	Direction	Two-Lane Closure		Three-Lane Closure		Four-Lane Closure	
			Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
11.997 (I-70)	8.954 (6 <sup>th</sup> Ave)	NB	Midnight to 5:30 AM	1 AM to 8 AM				
8.954 (6 <sup>th</sup> Ave)	11.997 (I-70)	SB	10 PM to Midnight Midnight to 5 AM	Midnight to 7 AM				

2.11.10. Permitted interchange ramp lane Closure hours

a. I-70 Mainline interchange entrance and exit ramp lane Closure hours

Without prejudice to the provisions of Section 2.11.6, Table 2-9 sets out the times when the Developer shall be permitted to implement lane Closures on ramps on the I-70 Mainline during the Construction Period, provided that, for certainty, no such lane Closures are permitted on a Holiday; and

i. Temporary ramp Closures will only be permitted if:

- A. An alternate route or temporary detour is provided;
- B. Such Closure is for a duration of 48 hours or less; and
- C. It is Approved by the Department.

ii. Two consecutive eastbound and westbound exit ramps are not permitted to be subject to a Closure at the same time.

**Table 2-9 Permitted Ramp Closures on the I-70 Mainline from Pecos Street to Airport Boulevard**

Pecos Street to Airport Boulevard (MP 273 to MP 284.627)						
Exit #	Crossroad Name	Direction	On-Ramp		Off-Ramp	
			Weekday	Weekend	Weekday	Weekend
273	Pecos Street	WB	6 PM to 5:30 AM	6 PM to Midnight	8 PM to Midnight	8 PM to Midnight
			9 AM to 3 PM	Midnight to 11 AM	Midnight to 5:30 AM	Midnight to 9 AM
275A	Washington Street	EB	8 PM to Midnight	8 PM to Midnight	6 PM to 5:30 AM	6 PM to Midnight
			Midnight to 5:30 AM	Midnight to 9 AM	9 AM to 3 PM	Midnight to 11 AM

Pecos Street to Airport Boulevard (MP 273 to MP 284.627)						
Exit #	Crossroad Name	Direction	On-Ramp		Off-Ramp	
			Weekday	Weekend	Weekday	Weekend
		WB	9 AM to 3 PM	Midnight to 10 AM	Midnight to 5:30 AM	Midnight to 9 AM
			9 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM	6 PM to 5:30 AM 9 AM to 3 PM	7 PM to Midnight Midnight to 10 AM
275B	Brighton Boulevard	EB	7 PM to 5:30 Am 10 Am to Noon	7 PM to Midnight Midnight to 10 AM	6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM
			WB	6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM	7 PM to 5:30 Am 10 AM to Noon
275C	York Street	EB		NO RAMP EXISTS		7 PM to 5:30 Am 10 AM to Noon
			WB	8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM	NO RAMP EXISTS
276A	Steele Street	EB		6 PM to 5:30 AM 9 AM to 3 PM	7 PM to Midnight Midnight to 10 AM	7 PM to 5:30 Am 10 Am to Noon
			WB	8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM	6 PM to 5:30 AM 9 AM to 3 PM
276B	Colorado Boulevard NB	EB		8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM	NO RAMP EXISTS
	Colorado Boulevard SB		6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM	NO RAMP EXISTS	
	Colorado Boulevard		NO RAMPS EXISTS		6 PM to 5:30 AM	6 PM to Midnight

Pecos Street to Airport Boulevard (MP 273 to MP 284.627)						
Exit #	Crossroad Name	Direction	On-Ramp		Off-Ramp	
			Weekday	Weekend	Weekday	Weekend
					9 AM to 3 PM	Midnight to 11 AM
	Colorado Boulevard NB	WB	8 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM	NO RAMP EXISTS	
	Colorado Boulevard		NO RAMP EXISTS	8 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM	
277	Dahlia Street / Holly Street / Monaco Street (existing slip ramps)	WB	8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM	7 PM to Midnight 10 AM to Noon	7 PM to Midnight Midnight to 10 AM
		EB	7 PM to Midnight 10 AM to Noon	8 PM to Midnight Midnight to 9 AM	8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM
278	Quebec St	WB	9 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM	9 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM
		EB	9 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM	10 PM to Midnight Midnight to 5:30 AM	11 PM to Midnight Midnight to 8 AM
280	Havana St	WB	8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM	7 PM to 5:30AM 10 AM to Noon	7 PM to Midnight Midnight to 10 AM
		EB	7 PM to 5:30AM 10 AM to Noon	7 PM to Midnight Midnight to 10 AM	8 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM

Pecos Street to Airport Boulevard (MP 273 to MP 284.627)						
Exit #	Crossroad Name	Direction	On-Ramp		Off-Ramp	
			Weekday	Weekend	Weekday	Weekend
281	Peoria Street	WB	9 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM	8 PM to Midnight Midnight to 5:30 AM	9 PM to Midnight Midnight to 8 AM
		EB	8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM	10 PM to Midnight Midnight to 5:30 AM	11 PM to Midnight Midnight to 8 AM
282	I-225 NB	WB	10 PM to Midnight Midnight to 5:30 AM	Midnight to 8 AM	10 PM to Midnight Midnight to 5:30 AM	Midnight to 8 AM
283	Chambers Road	EB	6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM	10 PM to Midnight Midnight to 5:30 AM	11 PM to Midnight Midnight to 8 AM
		WB	10 PM to Midnight Midnight to 5:30 AM	11 PM to Midnight Midnight to 8 AM	6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM
285	Airport Boulevard NB	EB	NO RAMP EXISTS		6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM
	Airport Boulevard SB		NO RAMP EXISTS		8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM
	Airport Boulevard		6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM	NO RAMP EXISTS	
	Airport Boulevard NB	WB	NO RAMP EXISTS		6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM
	Airport Boulevard SB		NO RAMP EXISTS		6 PM to 5:30 AM 9 AM to 3 PM	6 PM to Midnight Midnight to 11 AM

Pecos Street to Airport Boulevard (MP 273 to MP 284.627)						
Exit #	Crossroad Name	Direction	On-Ramp		Off-Ramp	
			Weekday	Weekend	Weekday	Weekend
	Airport Boulevard		8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM	NO RAMP EXISTS	

2.11.11. State Highway and arterial roadway permitted lane Closure hours

Tables 2-10 to 2-13 below set out the times when the Developer shall be permitted to implement lane Closures during the Construction Period on CDOT Roadways other than I-270 and I-225, provided that, for certainty, no such lane Closures are permitted on a Holiday. During non-permitted Closure hours, all lanes and turn lanes as they exist prior to construction must be maintained.

**Table 2-10 Brighton Boulevard/York Street Single Lane Closure Times**

Brighton Boulevard/York Street from 6 <sup>th</sup> Ave to York St (MP 8.954 to MP 0.961)				
Arterial Single-Lane Closure Schedules				
Beginning of Section (MP)	End of Section (MP)	Direction	Weekday	Weekend
8.954 (6 <sup>th</sup> Ave)	11.997 (I-70)	NB	7 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM
11.997 (I-70)	8.954 (6 <sup>th</sup> Ave)	SB	8 PM to Midnight Midnight to 5:30 AM	8 PM to Midnight Midnight to 9 AM
0.000 (I-70)	0.961 (York St)	NB	Anytime	Anytime
0.961 (York St)	0.000 (I-70)	SB	Anytime	Anytime

**Table 2-11 Steele Street/Vasquez Boulevard Single Lane Closure Times**

Steele Street/Vasquez Boulevard from I-70 to 56 <sup>th</sup> Ave (MP 290.980 to MP 292.479)				
Arterial Single-Lane Closure Schedules				
Beginning of Section (MP)	End of Section (MP)	Direction	Weekday	Weekend
290.980 (I-70)	292.479 (56 <sup>th</sup> Ave)	NB	7 PM to 8 AM 10 AM to Noon	6 PM to Midnight Midnight to 11 AM
292.479 (56 <sup>th</sup> Ave)	290.980 (I-70)	SB	6 PM to 7 AM 10 AM to 11 AM	6 PM to Midnight Midnight to 11 AM

**Table 2-12 Colorado Boulevard Single Lane Closure Times**

<b>Colorado Boulevard from US 40 to Vasquez Blvd (MP 5.993 to MP 9.843)</b>				
<b>Arterial Single-Lane Closure Schedules</b>				
<b>Beginning of Section (MP)</b>	<b>End of Section (MP)</b>	<b>Direction</b>	<b>Weekday</b>	<b>Weekend</b>
5.993 (US 40)	8.660 (I-70)	NB	7 PM to Midnight Midnight to 5 PM	Anytime
8.660 (I-70)	5.993 (US 40)	SB	6 PM to 5:30 AM 10 AM to 3 PM	Anytime
8.660 (I-70)	9.842 (Vasquez Blvd)	NB	Anytime	Anytime
9.842 (Vasquez Blvd)	8.660 (I-70)	SB	Anytime	Anytime

**Table 2-13 Quebec Street Single Lane Closure Times**

<b>Quebec Street from I-70 to I-270 (MP 8.553 to MP 8.898)</b>				
<b>Arterial Single-Lane Closure Schedules</b>				
<b>Beginning of Section (MP)</b>	<b>End of Section (MP)</b>	<b>Direction</b>	<b>Weekday</b>	<b>Weekend</b>
8.553 (I-70)	8.898 (I-270)	NB	7 PM to Midnight Midnight to 2 PM	5 PM to Midnight Midnight to 1 PM
8.898 (I-270)	8.553 (I-70)	SB	6 PM to 5:30 AM 9 AM to 3 PM	5 PM to Midnight Midnight to 1 PM

2.11.12. Permitted Local Agency Roadways lane Closure hours

In performing the Construction Work on Local Agency Roadways, lane Closures shall only be permitted during the following hours:

- a. Arterials, collectors – 8:30 AM to 3:30 PM; and
- b. Local residential streets – 7:00 AM to 5:00 PM.

2.11.13. Queue Lengths during Construction

The Developer shall monitor queue lengths on all roads within the Project whenever a lane Closure is in effect. The Developer shall adjust the traffic control devices, including advance signing, to provide advance warning to motorists of stopped traffic.

2.11.14. Lane Closure Violations

- a. Any lane Closure that results in a breach of, or is not permitted by any of Sections 2.11.5, 2.11.6, 2.11.9, 2.11.10, 2.11.11 or 2.11.12 shall result in the accrual of Construction Closure Deductions in accordance with, and subject to the terms of, Schedule 6 Performance Mechanism.

- b. Any Closure that results in a breach of, or is not permitted by any of Sections 2.5.3, 2.6, 2.7, or 2.9 shall result in the accrual of Construction Closure Deductions in accordance with, and subject to the terms of, Schedule 6 Performance Mechanism.
  - c. Any Closure set during the Construction Period (other than a full Closure permitted by Sections 2.11.6.a or b) without active Construction Work being performed within the Closure on any half-mile of roadway within the Closure for a duration of more than 30 minutes shall be deemed to be a Non-Permitted Construction Closure, provided that, for certainty, a separate Non-Permitted Construction Closure shall be deemed to commence pursuant to this Section 2.11.14.c in respect of each such one-half mile of roadway, including if there is a continuous length of one mile or more of roadway in a single lane or shoulder that has no active Construction Work being performed on it.
  - d. Any Closure set during the Operating Period without active Routine Maintenance or Renewal Work being performed within the Closure on any half-mile of roadway within the Closure for a duration of more than 30 minutes shall be deemed to be a Non-Permitted Operating Period Closure. The proviso to Section 2.11.14.c shall apply equally to Closures deemed to be Non-Permitted Operating Period Closures pursuant to this Section 2.11.14.d.
  - e. For any violation of the permitted lane Closure times for traffic control, a written notice to stop Construction Work will be imposed on the Developer at the start of the next Working Day. Construction Work shall not resume until the Developer assures the Department, in writing, that there will not be a reoccurrence of the violation.
- 2.11.15. Construction Phasing Minimum Lane Requirements
- a. I-70 Mainline lane restrictions
    - i. Minimum lane widths for travel lanes on the I-70 Mainline shall be 11 feet. Minimum outside and inside shoulder widths on the I-70 Mainline shall be two feet. Emergency pull outs shall be accommodated as required by this Section 2;
    - ii. If the I-70 Mainline is reduced to a single lane in one direction, the Developer shall provide a minimum clear width of 16 feet to accommodate oversize vehicles or provide alternate route planning for oversize vehicles; and
    - iii. The same number of existing lanes shall be maintained, unless otherwise permitted by this Section 2.
  - b. I-70 Mainline interchange entrance and exit ramp lane restrictions
    - i. Minimum lane widths for ramps shall be 11 feet;
    - ii. Minimum shoulder width shall be two feet; and
    - iii. A minimum of one lane shall remain open on all ramps.
  - c. I-70 Mainline interchange roadways, 46th Avenue and Stapleton Drive lane restrictions
    - i. Minimum lane widths for I-70 Mainline interchange roadways, 46th Avenue and Stapleton Drive shall be 11 feet;
    - ii. Minimum shoulder width shall be two feet; and
    - iii. Curb and gutter sections do not require a two foot shoulder.
  - d. Other roadways lane restrictions
    - i. Minimum lane widths for local roads shall be 11 feet;
    - ii. Minimum shoulder width shall be two feet; and
    - iii. Curb and gutter sections do not require a two foot shoulder.

2.11.16. Weekly Lane Closure Notification

The Developer shall submit, for Information, lane Closures and Construction Work hours to the Department by Thursday 10:30 a.m. of the week in advance of implementation (for work Sunday through Saturday), unless required by construction emergencies or other reasonably unforeseen events. The Lane Closure Report, as provided in Appendix A to this Section 2, shall be used for the weekly submittal. The Lane Closure Report shall be updated and resubmitted to CDOT daily if any changes are made to the original submittal.

2.11.17. Noise Control Ordinance

The Developer shall obtain required Permits and comply with all Local Agency requirements for noise control ordinances in relation to Construction Work. The noise ordinance mitigation and Construction Work hours should be reflected on the MHT and TCP.

2.11.18. Detour Routes

Only State highways shall be used for I-70 Mainline detour routes. Local Agency Roadways proposed to be used as detours shall be approved by the Local Agency. All detour routes shall be the shortest length possible using equivalent or greater capacity roadways. Pedestrians should be detoured to nearest available route where Closures are required.

2.11.19. Trail and Pedestrian Impacts

- a. The Developer shall comply with all requirements of Schedule 17 Environmental Requirements;
- b. Existing trail systems, temporary trails, sidewalks, and pedestrian routes shall be maintained at all times. The Developer shall meet all requirements of the Americans with Disabilities (ADA) Act for all Construction Work that impacts existing trails and pedestrian facilities or that will be used for temporary detour routes;
- c. Temporary trail detours shall meet requirements for trail detours as outlined in the *CCD Construction Detour Standards for Bikeways and Multi-Use Trails*; and
- d. The following restrictions shall apply to existing trail systems in the vicinity of the Project:
  - i. No trail closures shall be allowed; and
  - ii. Temporary trail detours will be allowed under the following conditions:
    - A. PIP requirements shall be identified and appropriate public notifications provided; and
    - B. The Developer shall comply with the CDOT Construction Detour Standards for Multi-Use Trails.

2.11.20. Emergency Pullouts

- a. For facilities under construction, the Developer shall provide Emergency pullouts on the I-70 Mainline for disabled vehicles, staging of incident management, and law enforcement vehicles, when shoulder widths are less than eight feet. Emergency pullouts shall be provided at the outside shoulder, between each interchange or at 0.5 mile spacing, whichever is less. For determining 0.5 mile spacing, the emergency pullouts shall be measured from the center of the first pullout to the center of the next pullout. Interchange distance shall be measured from ramp gore to ramp gore in the same direction of travel. The minimum pullout length shall be 150 feet, not including transitions. Pullouts shall be placed on the outside shoulder only; and
- b. Transitions shall be made at 15:1 or greater. The minimum pullout width shall be 14 feet measured beyond the travel lane. The pullouts shall be signed for emergency parking only, shall have a paved surface, shall include advance signing in compliance with the *FHWA Manual on Uniform Traffic Control Devices (MUTCD)*, and shall not be subject to

ponding or other weather-related conditions that could render them unsafe or ineffective. Snow removal in Emergency pullouts is the responsibility of the Developer.

2.11.21. Courtesy Patrols

The Developer shall coordinate with the courtesy patrols as part of the implementation of the IMP. Schedule 11 Operations and Maintenance Requirements details the courtesy patrol requirements.

2.11.22. Uniformed Traffic Control

- a. The Developer shall employ off-duty police officers to provide traffic control and traffic enforcement throughout the Project as required. Uniformed Traffic Control includes; scheduling, coordinating and furnishing a uniformed police agency officer from the Local Agency and/or the Colorado State Patrol (CSP) to perform uniformed traffic control for any traffic control Activity including but not limited to:
  - i. Lane Closures to I-70 Mainline (including ramps);
  - ii. Night construction on I-70 Mainline (including ramps);
  - iii. Lane Closures on Local Agency or CDOT Roadways;
  - iv. Night construction on Local Agency or CDOT Roadways;
  - v. Periods of active Traffic Control Management on all Roadways; and
  - vi. As necessary to ensure safety and efficient operations as identified in the Contractor's TMP.
- b. The uniformed police agency officer shall have completed *The Safe and Effective Use of Law Enforcement Personnel in Work Zones* training course. The Developer shall provide to the Department for Information copies of documentation certifying the officer's successful completion of this course.
- c. If not provided by the Local Agency and/or the CSP, the Developer shall furnish a vehicle for the officer to use in performing uniformed traffic control. The Developer shall be responsible for licensing, insuring, servicing, and fueling the vehicle. Each traffic control vehicle shall furnish Class 1 SAE certified light bar and control panel for exclusive use by uniformed police agency officers while performing Uniformed Traffic Control. The light bar shall have the following configuration:
  - i. Minimum of 44 inches in length, and shall be either permanently or temporarily attached to the top of the vehicle;
  - ii. Flash red on the driver side and blue on the passenger side;
  - iii. Equipped with an amber-colored directional device in the rear of the bar;
  - iv. Have alley and takedown lights;
  - v. Control panel shall be capable of controlling the front of the bar and the rear of the bar separately; and
  - vi. The traffic advisor shall be controlled separately.
- d. The light bars shall be mounted on traffic control vehicles, and shall be maintained in good operating condition at all times. The Developer shall obtain a permit from the police or sheriff department, as appropriate, for the use of the light bars. The Developer shall keep the light bars covered at all times when the traffic control vehicle is being used by someone other than the authorized uniform police agency officer.

**2.12. Construction Requirements**

- 2.12.1. The Developer shall provide installation, maintenance, and removal of all temporary traffic control devices.

2.12.2. Temporary Traffic Control Devices

a. Construction Signing

Construction signing within the Project and all detours shall comply with CDOT *Standard Specifications*, the MUTCD and all other applicable standards set forth herein. Wood signposts conforming to CDOT *Standard Specifications* will be allowed for installation of temporary signs. No posting on Utility poles or other permanent sign posts.

b. Temporary Traffic Signals and Temporary Ramp Meter Stations

Temporary traffic signals and ramp meter shall comply with Schedule 10, Section 11 Signing, Pavement Marking, Signalization, and Lighting. Upon discovery of a signal malfunction, the Developer shall immediately notify the entity responsible for the signal.

c. Pavement Marking and Signing

The Developer shall furnish, apply and remove pavement marking material in accordance with CDOT *Standard Specifications*. Pavement striping shall meet the conformity of lines (including no overspray), dimensions, patterns, locations and details established in the Developer's TCP and MHT. The Developer shall comply with the criteria for retro reflectivity in Table 2-14 for striping material.

- i. Hydro blasting, or other methods that do not result in scarring of permanent pavements shall be used for removal of temporary striping; and
- ii. Pavement marking striping shall be maintained and measured for performance.

2.12.3. Pavement Markings

The Developer shall provide all pavement markings meeting the minimum retro-reflectivity as shown in Table 2-14. The Developer shall follow the readings procedure as shown in Schedule 10, Section 11 Signing, Pavement Markings, Signalization, and Lighting Project Special Provisions 627.

**Table 2-14 Pavement Marking Reflectivity**

Color	Retro-reflectivity Reading (R) in a one-mile section (mcd/m <sup>2</sup> /lux)
White	<p><math>R \geq 375</math> (Newly applied marking less than 3 weeks old)</p> <p>Newly applied marking minimum 375 mcd/m<sup>2</sup>/lux.</p> <p>Less than this reading for newly applied marking; remove and replace, impose a Working Time Violation Incident and stop work.</p>
Yellow	<p><math>R \geq 250</math> (Newly applied marking less than 3 weeks old)</p> <p>Newly applied marking minimum 250 mcd/m<sup>2</sup>/lux.</p> <p>Less than this reading for newly applied marking; remove and replace, impose a Working Time Violation Incident and stop work</p>

2.12.4. Glare Screen, Barrier Reflector Strips and of Temporary Traffic Control Devices

- a. The Developer is required to have 18 inch glare screen on all temporary barrier located between I-70 Mainline opposing traffic located within four feet of the barrier;
- b. Barrier reflector strips shall be installed on all temporary barrier, both right and left sides, as per the CDOT Standard S-612-1. The spacing between each three foot panel shall be no more than seven feet; and
- c. Delineators shall be used throughout the Project, including lighted areas.

2.12.5. Maintenance of Temporary Traffic Control Devices

The Developer shall be responsible for the maintenance of all temporary traffic control devices within the Project, including the local street system. Temporary traffic control devices shall meet the acceptable standard as defined by the ATSSA *Quality Guidelines for Work Zone Traffic Control Devices*.

2.12.6. Detours and Detour Pavement

- a. Any detour pavement shall be designed according to the requirements as provided in Schedule 10, Section 6 Roadway Pavements;
- b. Detour pavement locations shall be generally described in the Developer's TMP and detailed in the Accepted TCP;
- c. The Developer shall obtain written approval from the affected Local Agency prior to use of any local streets for detours;
- d. The Developer shall begin removing all detour signs immediately after any Closure is removed and all detour signs shall be removed within 2 hours of the Closure being removed;
- e. Detours that use existing street pavements shall be subject to pavement repair or replacement where it is determined that the condition of the existing pavement has noticeably deteriorated over the duration of its use as a detour; and
- f. The Developer shall be responsible for damage on any existing streets used for detours and shall repair any damages to the existing condition, as directed by the Department.

2.12.7. Temporary Lighting

The Developer shall provide all temporary lighting meeting the minimum requirements as shown in Table 2-15 Temporary Lighting. House side shields shall be required if located adjacent to residential structures.

**Table 2-15 Temporary Lighting**

	Design Method	Luminance Range (cd/m <sup>2</sup> )	Uniformity (avg:min)	Veiling Luminance Ratio (L <sub>vmax</sub> /L <sub>avg</sub> )	Visibility Level	Illuminance Range (avg fc)
Freeway, Interchanges, Highway Underpasses	Luminance	0.4 – 0.6	3.5	0.3		
	STV	0.3 – 0.5	6.0 (max:min)		2.6 – 3.8	
	Illuminance		3.0	0.3		0.4 – 1.4
Municipal Streets	Luminance	0.3 – 0.8	3.0 – 6.0	0.4		
	STV	0.3 – 0.6	6.0 – 10.0 (max:min)		1.6 – 3.8	
	Illuminance		4.0 – 6.0	0.4		0.4-1.2
Pedestrian and Bike ways	Illuminance (Mixed vehicle and pedestrian)		4.0			2.0

	Design Method	Luminance Range (cd/m <sup>2</sup> )	Uniformity (avg:min)	Veiling Luminance Ratio (L <sub>vmax</sub> /L <sub>avg</sub> )	Visibility Level	Illuminance Range (avg fc)
	Illuminance (pedestrian only)		4.0			1.0
	Illuminance (Walkways/ Bikeways)		4.0			0.5

2.12.8. Traffic Accidents within Traffic Control Zones

The Developer shall provide CDOT with weekly updates of all recorded accidents located within the Project traffic control zone(s). The Developer shall coordinate with local jurisdictions as necessary to provide the required accident reports. The accidents shall be discussed at the weekly MOT Task Force Meetings to identify potential problem locations.

2.13. Deliverables

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the time frames specified below:

**Table 2-16 Deliverables**

Deliverable	Information, Acceptance, or Approval	Schedule
List of MOT Task Force members	Acceptance	30 Calendar Days after issuance of NTP1
Transportation Management Plan (TMP)	Approval	Prior to the issuance of NTP2
Incident Management Plan (IMP)	Acceptance	30 Calendar Days after issuance of NTP1
Department MOT Variance request	Approval	30 Calendar Days prior to implementation
Local Agency MOT Variance approval	Information	Promptly after MOT Variance approved
Modifications to RTD station access or bus stop locations	Information	Prior to RFC Documents
Lane Closures and Construction Work Hours	Information	Thursday 10:30 AM the week in advance of implementation
Requests for full Closures permitted by <u>Section 2.11.5</u> or <u>2.11.6</u>	Acceptance	As required
MOT operations and analysis	Acceptance	Submit with TCPs
Temporary Traffic Control Plan (TCP)	Acceptance	Prior to RFC Documents
Method of Handling Traffic (MHT)	Acceptance	Prior to RFC Documents
Uniformed traffic control certifications	Information	14 Calendar Days prior to implementation

**2.14. Appendices**

Appendix A Lane Closure Report

**Appendix A  
 Lane Closure Report**

<b>LANE CLOSURE REPORT FOR THE WEEK OF:</b>		Prepared by:	
Highway No:		Region:	
Project Location Description (nearest town, intersection, etc.)		Project Info Line/Email:	
Proj. Start Date:	Est. Completion Date:	Brief Description of Project:	
CDOT Project Engineer:		Phone:	Mobile:
Contractor & Contact (Prime)		Phone:	Mobile:
Other Contact:			

DAY	DATE	TIMES	LOCATION OF CLOSURE	MM# to MM#	Direction	LANE(S) CLOSED	DESCRIPTION OF CURRENT WORK
SUN					N S E W		
MON					N S E W		
TUE					N S E W		
WED					N S E W		
THU					N S E W		
FRI					N S E W		
SAT					N S E W		

**OS/OW Restrictions, Detours, Speed Reductions, Etc.:**

### **3. ITS and TOLLING Equipment**

#### **3.1. General**

3.1.1. The Developer is responsible for:

- a. the design and construction of the Intelligent Transportation System (ITS) and ETC infrastructure Elements for the Project in accordance with this Section 3; and
- b. maintenance of the ITS and ETC Elements of the Project in accordance with this Section 3, including the Elements identified as Developer responsibility in Appendix B Responsibility Matrix to this Section 3. This includes maintenance of the existing ITS devices and fiber optic cables in accordance with Schedule 11 Operations and Maintenance Requirements.

3.1.2. The ITS system Elements include various devices, such as Dynamic Message Signs (DMS), Side Mounted Variable Message Signs (SMVMS), Closed Circuit Television (CCTV) camera, Microwave Vehicle Radar Detection (MVRD), Travel Time Indicators (TTI), Road Weather Information Systems (RWIS), Lane-Use Signals (LUS), Automatic Traffic Recorders (ATR), and Dedicated Short Range Communications (DSRC) Radios. In addition, the ITS system includes the various components that make up the communication system, such as conduit, fiber optic cable, fiber optic cable network design, fiber splicing, Ethernet switches, routers, racks, rack mounts, Uninterruptable Power Supply (UPS), power generators, grounding, cabinets and incidental equipment.

3.1.3. The Developer is responsible for coordinating with the ETC System Integrator for design and construction of the ETC system. The ETC System Integrator and the Developer shall be responsible for their respective ETC Elements for design, procurement and construction as outlined in this Section 3. The ETC System Integrator is responsible for Elements including Automatic Vehicle Identification (AVI) Readers, Automatic License Plate Recognition (ALPR) Cameras, Loop Detectors, Lane Controllers, Transaction Status Indicator Beacons/enforcement beacons ETC system Ethernet network equipment and plaza servers. The ETC system will rely on the Department's 216 strand fiber optic communications network, referred to as the backbone, to link the ETC field devices to the ETC back-office.

3.1.4. All existing Department ITS devices and equipment within the Project shall be replaced by the Developer, unless specifically noted otherwise in this Section 3. This shall include items such as all existing DMS, CCTV cameras, MVRDs, TTIs, RWIS, ATRs, cabinets, and Ethernet switches. Existing devices may be reset temporarily to maintain operability during construction, however all permanent installations require new ITS devices and equipment. All existing devices replaced on the Project shall be salvaged and returned to the Department.

3.1.5. The ITS and ETC fiber optic communications network extends beyond the construction work area and includes interconnections between nodes. This includes Node 1 located at I-25 and 38th Ave/Fox St., Node 2 near I-25/70th, a new node to be constructed with the Project at I-70/Airport Blvd., Region 1 KOA at Colfax Ave./Tower Rd., E-470 Authority Data Center at E-470/6th Ave. in Aurora and the Colorado Transportation Management Center (CTMC) in Golden at 425 Corporate Circle, Golden 80401.

3.1.6. The Developer shall install a new node building at I-70/Airport Blvd. which shall house the ETC equipment and the ITS system equipment along with the installation and termination of the Department's 216 backbone cable connecting the node building equipment to the ETC and the ITS field equipment. The Developer's and the ETC System Integrator's responsibilities are further defined in this Section 3.

#### **3.2. Applicable Standards**

All Construction Work required to be performed by the Developer pursuant to this Section 3 shall comply with the Construction Standards, the requirements listed in this Section 3, Good Industry Practice and Phase I Signing and Striping Plan included in the Reference Documents.

### **3.3. Legacy Equipment**

Due to the risk of obsolescence, equipment should not be purchased or ordered more than six months prior to the installation date for any piece of equipment without prior written Acceptance by the Department.

### **3.4. Schedule**

The Developer shall detail all work items and requirements for the ETC system and ETC System integration into its Baseline Schedule as described within this Section 3, including the time periods specified in this Section 3 for work to be performed by the ETC System Integrator. This is to allow adequate time for fabrication and delivery.

### **3.5. The ETC System Integrator and Developer Responsibilities**

- 3.5.1. The ETC System Integrator shall be responsible for procuring, installing and integrating the ETC system in accordance with the E-470 TSA and the E-470 Installation Agreement. The ETC System Integrator work includes installation of the loop detector wires, transaction status indication beacons, ALPR cameras, AVI antennas over the Tolled Express Lanes, and any ETC equipment required in the cabinets that is not included with the cabinet per Project Special Provisions, Appendix A to this Section 3. The ETC System Integrator shall test the ETC equipment to ensure that the toll tags are accurately read. The ETC System Integrator shall be responsible for any software necessary to collect tolls, compile transactions, monitor violations from the ALPR cameras, and the ETC system Ethernet network equipment.
- 3.5.2. Although the ETC System Integrator shall be responsible for the installation and configuration of the ETC lane controller, the Developer shall be responsible to design, procure and construct the ETC lane controller cabinets and associated foundations; all work associated with the toll point UPSs; all conduit needed to connect to: the ETC lane controller, AVI antenna, loops, and ALPR cameras; all overhead structures and AVI mounting brackets; all ALPR camera poles and bases; and all conduits, cabling, patch panels and terminations needed to provide communications and power to the cabinets. The locations of the cabinets, foundations, and conduits shall be coordinated with and Approved by the ETC System Integrator and the Department. Maximum conduit length between the ETC lane controller and the ETC devices (AVI antennas and ALPR cameras) shall not exceed 100 feet.
- 3.5.3. The Developer shall provide the power and lateral conduits between all ETC equipment and provide and terminate all power to the new node building at I-70/Airport Blvd.
- 3.5.4. The Developer shall be responsible to coordinate and provide all traffic control for the ETC System Integrator. The ETC System Integrator will be required to follow the permitted Closure hours outlined in Schedule 10, Section 2, Maintenance of Traffic for equipment installation, configuration, integration, and testing activities on the Project. The ETC System Integrator will be required to schedule all work activities with the Developer and provide at least 48 hours' advance notice of any Closures needed for their work. The Developer shall coordinate Closures with the ETC System Integrator.
- 3.5.5. The Developer shall be responsible to coordinate design submittals between the ETC System Integrator and the Department. Developer shall provide design coordination between the ETC System Integrator and the Department's ITS network. The ETC System Integrator and the Developer shall work together and coordinate Construction Work schedules. The Developer is responsible for coordinating with the ETC System Integrator and any delays to the Project due to scheduling this work.
- 3.5.6. Equipment Procurement and Configuration  
The Developer shall include in its Baseline Schedule 75 Working Days from the date the equipment is ordered by the ETC System Integrator until it is received. The Developer shall include in its schedule an additional 20 Working Days to allow for the ETC System Integrator to configure the ETC equipment.
- 3.5.7. Installation and Integration

Prior to the ETC System Integrator equipment installation and integration, the Developer shall meet the following conditions:

- a. Cabinet back and side panel provided to the ETC System Integrator 25 Working Days, at a minimum, prior to start of installation of tolling devices;
- b. Permanent barrier or guardrail installed;
- c. Tolling cabinets and pull boxes installed;
- d. Tolling UPS and cabinet installed;
- e. Loop wire conduits installed;
- f. Final pavement placed, debris removed, and lanes swept where loops are installed;
- g. ALPR camera bases and poles installed;
- h. Overhead structure and mounting brackets installed;
- i. Pull tape installed in all conduit runs from the ETC cabinet to the device locations;
- j. Permanent power and communications connections fully operational;
- k. All fiber and power testing to toll locations (including UPS), have been confirmed for functionality of toll cabinets and lateral fiber. Testing to be performed per the Central 70 Testing and Integration Plan included in the Reference Documents;
- l. Method of Handling Traffic (MHT) submitted and reviewed by the ETC System Integrator. Coordinated schedule for closure of Tolled Express Lanes to allow for the ETC System Integrator to perform installation, mapping, and testing;
- m. Photos sent to the ETC System Integrator for review of readiness prior to work; and
- n. Walkthrough scheduled with the ETC System Integrator to verify the location readiness for installation and integration of the ETC devices.

The Developer shall provide, at a minimum, 14 Calendar Days of unrestricted access to each tolling location to allow the ETC System Integrator to integrate the ETC devices. Integration by the ETC System Integrator will need to be performed sequentially, and not concurrently. Once the integration has been completed at a toll point, the Department will need to perform a preliminary inspection.

#### 3.5.8. Lane Testing

Prior to the ETC System Integrator lane testing, the Tolled Express Lanes shall meet the following conditions:

- a. Traffic traveling through test toll locations where 12,000 vehicles travel within 24-hour period; and
- b. A traffic type mix to travel through test locations during day and night.

The Developer shall allow the ETC System Integrator 14 Calendar Days per site to conduct lane testing and process the respective data. Work to be performed at sequential locations and not concurrently. The ETC System Integrator testing work to be conducted at all toll points.

#### 3.5.9. Final Acceptance Testing

Prior to the ETC System Integrator's final acceptance testing of the ETC equipment traffic must be travelling through the final alignment for all toll points and final striping must be in place.

For final acceptance testing of the ETC system, the ETC System Integrator requires testing and evaluation under normal traffic patterns to verify that the ETC back-office system is functioning correctly. Final acceptance testing takes up to 70 Working Days from the date that the last tolling point lane acceptance testing is completed and traffic is operating in final configuration through the toll points. The Developer shall provide advance notice to the ETC System Integrator of any

lane Closures or other impacts to traffic through the toll points during this final acceptance testing period.

### **3.6. Zayo and Developer Responsibilities**

3.6.1. The Utility Relocation Agreement (URA) between CDOT and Zayo (which is included in the Reference Documents) defines the responsibilities of the parties as outlined in this Section 3 and the Developer shall be responsible for performing all Utility Work in accordance with Utility Work Orders issued pursuant to that URA and Schedule 10, Section 4 Utilities.

3.6.2. Zayo will be responsible to furnish and install the Department's 216 strand fiber optic cable, (backbone). This installation includes cable end splicing of the 216 strand fiber optic cable the entire length which is between Node 1 and the new Node Building at I-70/Airport Blvd. Zayo will furnish and install the 96 strand fiber optic cable for the City of Denver (CCD) between Washington St. and Quebec St. referred to as CCD's backbone. This work includes respective splicing to the backbones to maintain connection to existing services. The Developer and Zayo shall coordinate schedules to avoid delays. The Department will not be responsible for delays. As the section between York St. and Airport Blvd. is a shared resource that runs longitudinally alongside I-70, the Developer should be aware that a 45 Calendar Day notice by Zayo to its customers is required for any service disruptions and should be built into the Developer's Project Baseline Schedule. Reference Schedule 8 Project Management for scheduling requirements.

If lateral splicing is needed to the existing or new shared resource fiber to maintain connectivity to existing devices, Zayo will provide this work. The cost of the work shall be paid to Zayo by the Developer. The Developer shall be responsible for all splicing for new devices that are installed and connected to the new CDOT 216 strand fiber optic cable.

### **3.7. Colorado Transportation Management System Software and Video Management System**

3.7.1. Colorado Transportation Management System (CTMS) software refers to the computer program used at the CTMC to control CDOT's statewide DMS's, Active Traffic Management (ATM) on US 36, I-25, and I-70 West, monitors the equipment connected to the software in real time for failures, calculates travel time using the TTI's, MVRD's and Doppler's, utilizes the RWIS statewide for road conditions, and replicates information to the states website, [www.cotrip.org](http://www.cotrip.org). This website is in a usable format for the public to view in real time.

3.7.2. No CTMS software development will be needed by the Developer. Any new models of equipment that may require software upgrades to the CTMS will be at the responsibility of the Department.

3.7.3. The video management system software controls the statewide camera network and is a shared camera network with multiple participating agencies in the Denver Metro area. Any new cameras added to the I-70 Mainline shall be incorporated into the video software, NICE® Vision, and shall be the responsibility of the Developer. The Developer shall be responsible to provide capable staff that are capable of integrating the system, camera installations, terminations and any trouble shooting required until the camera is fully operational. The Developer shall provide licensing required for the existing video software associated with new camera installations.

### **3.8. Design and Construction Requirements**

3.8.1. The Developer shall design and construct the ITS and ETC infrastructure components as outlined in this Section 3. All devices and equipment shall be new unless Department Approves that an item may be reused. This does not apply to devices or equipment to be reset during the Construction Period. No part or attachment of any equipment shall be substituted or applied contrary to the manufacturer's recommendations and Good Industry Practice. The Developer shall submit ITS device and material specification sheets for Acceptance to the Department prior to ordering the equipment. ITS infrastructure locations need to incorporate elements from this Section 3 and other applicable Sections of this Schedule 10 and the Phase 1 Signing and Striping Plan included in the Reference Documents.

3.8.2. Conduit Duct Bank and Fiber

a. Design Requirements

- i. The Developer shall be responsible to furnish and install twelve conduits in a duct bank also referred to as the joint trench as described below. Zayo will be responsible for the procurement and installation of the Department's 216 strand single mode fiber optic cable backbone and CCD 96 strand fiber optic cable backbone (84 strand single mode and 12 strand multi-mode) in the duct bank installed by the Developer. The conduit duct bank does not include conduits for power sources. The joint trench shall only include conduits for Zayo, CDOT and CCD facilities;
- ii. The Developer shall design new and separate conduit systems (including all hardware, fasteners, and accessories) for communication and power control systems. Longitudinal conduits for the communications network shall be installed within the Right-of-Way (ROW) and as close to the ROW line as practical;
- iii. Conduits shall be installed by the Developer per the National Electrical Code (NEC) requirements including separate conduits and pull boxes for power, communications and appropriate conduit fill ratio;
- iv. Permanent Department ramp meters and CCD traffic signals shall be designed and connected to the respective fiber backbones by the Developer;
- v. The Developer shall maintain existing ramp metering connections and communications to the central ramp metering control system;
- vi. Location markers for fiber optic shall be installed by the Developer at all pull box and manhole locations and at 1000 feet spacing along each conduit run;
- vii. Fiber strand color codes and conduit color codes shall follow the Department's, Zayo's, CCD's requirements;
- viii. As described below, there are twelve conduits in the joint trench. The joint trench is made up of six 6-inch conduits, and six 2-inch conduits (twelve conduits total). The ownership of the conduits is as follows: one 2-inch conduit is CCD's 96 strand fiber optic cable (CCD's backbone), one 2-inch conduit is the Department's 216 strand fiber optic cable (the Department's backbone), and four 2-inch conduits are for the Department's future use. The spare four 2-inch conduits are for future CMTC use only and are not be used on this Project. Any conduits needed for fiber laterals or power shall be installed in addition to the twelve conduits, and may be installed in the joint trench. The remaining six 6-inch conduits, inclusive of the Department's 36 strand fiber, are a shared resource between Zayo and the Department. An agreement between Zayo and the Department allows for this 36 strand fiber to extend through the entire length of the conduit. The fiber and conduit are for Zayo's and the Department's exclusive use and cannot be utilized for Construction Work communications;
- ix. All references to conduits in this Section 3 shall be either polyvinyl chloride (PVC) schedule 80 or high-density polyethylene (HDPE) schedule 80 and ETL/UL listed. The conduits shall be factory lubricated, low friction, high-density conduit constructed of virgin schedule 80. Conduits shall be capable of being coiled on reels in continuous lengths, transported, stored outdoors, and subsequently uncoiled for installation, without affecting its properties or performance. All conduits shall comply with the CDOT Standard Specifications; and
- x. Except as specified otherwise, the following sets out the Construction Work that is the Developer's responsibility in relation to the conduit duct bank and fiber:
  - A. I-70 between Quebec St. and Airport Blvd.
    - (I) The Department's five 2-inch conduits on the south side of the I-70 Mainline and termination in the new node building at I-70/Airport Blvd.;

- (II) The Department's five 2-inch conduits shall be on the south side of the I-70 Mainline, in the ROW, and approximately 5 feet from the existing Zayo conduit ducts;
  - (III) Separate 2-inch lateral conduits shall be required to the ETC and to the ITS equipment lateral equipment;
  - (IV) Separate 12 strand single mode fiber optic cables to the lateral equipment;
  - (V) Separate power conduit, 2-inch minimum, to the equipment for ETC and ITS;
  - (VI) Zayo will provide and install the 216 strand single mode fiber optic cable in one 2-inch conduit for the Department's backbone;
  - (VII) Provide fiber and conduit for all laterals and CWDM splicing to the backbone;
  - (VIII) Design electrical Utility service as described in Schedule 10, Section 4 Utilities;
  - (IX) Manholes shall be spaced at approximately 1,200 feet intervals. Pull boxes will not be allowed for the backbone conduits; and
  - (X) Fiberglass sweeps are allowed.
- B. I-70 between York St. and Quebec St.
- (I) Twelve conduits on the north side of I-70 within 46th Ave. The location shall be Accepted by the Department. The location shall have safe, easy access for maintenance without the need for road closures or detours;
  - (II) The twelve conduits shall be stacked in a trench that shall be no more than 18 inches wide as described above. If the conduit duct bank is installed under live traffic, concrete (Class BZ) is required in the trench to the bottom of the pavement;
  - (III) The twelve conduits in the conduit duct bank shall include:
    - (aa) Six 6-inch conduits with two of the 6-inch conduits shall be equipped with seven 1-1/4 inch innerducts for Zayo;
    - (bb) One 2-inch conduit for CCD; and
    - (cc) Five 2-inch conduits for the Department.
  - (IV) Separate 2-inch lateral conduits shall be required to the ETC and to the ITS equipment;
  - (V) Separate 12 strand single mode lateral fiber optic cable to the ETC and the ITS equipment cabinets;
  - (VI) Separate power and conduit, 2-inch minimum, to the equipment for ETC and ITS;
  - (VII) Zayo will provide and install the 216 strand single mode fiber optic cable in one 2-inch conduit for the Department's backbone and a 96 strand fiber optic cable in one 2-inch conduit for CCD (84 strand single mode and 12 strand multi-mode) for CCD's backbone,
  - (VIII) Zayo will remove the existing CCD 48 strand fiber cable;

- (IX) Splice all laterals to the respective backbones and splice CCD's 96 strand fiber to existing 48 strand fiber in ITS pull box at Quebec St.;
  - (X) Design electrical Utility service as described in Schedule 10, Section 4 Utilities;
  - (XI) Manholes shall be spaced at approximately 1,200 feet intervals. Pull boxes will not be allowed for the backbone conduit; and
  - (XII) Fiberglass sweeps are allowed.
- C. I-70 between Washington St. and York St.
- (I) The Department's five 2-inch conduits, and CCD's one 2-inch conduit on the south side of the I-70 Mainline. The location will be Accepted by the Department. The location shall have safe, easy access for maintenance without the need for lane closures or detours;
  - (II) Separate 2-inch lateral conduits shall be required to the ETC and to the ITS equipment;
  - (III) Separate 12 strand single mode lateral fiber optic cable to the ETC and the ITS equipment cabinets;
  - (IV) Separate power and conduit, 2-inch minimum, to the equipment for ETC and ITS;
  - (V) Zayo will provide and install the 216 strand single mode fiber optic cable in one 2-inch conduit for the Department's backbone and a 96 stand fiber optic cable in one 2-inch conduit for CCD (84 strand single mode and 12 strand multi-mode) for CCD's backbone,
  - (VI) Zayo will remove the existing CCD 48 strand fiber cable;
  - (VII) Design electrical Utility service as described in Schedule 10, Section 4 Utilities;
  - (VIII) Manholes shall be spaced at approximately 1,200 feet intervals. Pull boxes will not be allowed for the backbone conduit; and
  - (IX) Fiberglass sweeps are allowed.
- D. I-70 between Pecos St. and Washington St.
- (I) The Department's five 2-inch conduits on the south side of the I-70 Mainline. The location will be Accepted by the Department. The location shall have safe, easy access for maintenance without the need for lane closures or detours;
  - (II) Separate 2-inch lateral conduits, shall be required to the ETC and to the ITS equipment;
  - (III) Separate 12 strand single mode lateral fiber optic cable to the ETC and ITS equipment cabinet;
  - (IV) Separate power conduit, 2-inch minimum, to the equipment for ETC and ITS;
  - (V) 216 strand single mode fiber optic cable in one 2-inch conduit for CDOT to be installed by Zayo;
  - (VI) Splice all laterals to the backbone;

- (VII) Design electrical Utility service as described in Schedule 10, Section 4 Utilities;
  - (VIII) Manholes shall be spaced at approximately 1,200 feet intervals. Pull boxes will not be allowed for the backbone conduit; and
  - (IX) Fiberglass sweeps are allowed.
- E. Node building at I-70/Airport Blvd.
- (I) The location and access of node building will need to be Accepted by the Department. The location shall have safe, easy access for maintenance without the need for traffic control;
  - (II) The entire node building shall have uninterruptible power supply capable for 30 minutes of continuous battery power and an external natural gas generator;
  - (III) Node building size equal to or greater than 14 feet by 28 feet;
  - (IV) Asphalt driveway to building and asphalt parking area to accommodate two vehicles;
  - (V) Node building site shall be graded to ensure surface water flows away from building and parking area;
  - (VI) Six feet high chain link fence with 24 feet wide double gate. Total fenced area of 50 feet by 50 feet;
  - (VII) Racks for ITS and ETC equipment;
  - (VIII) Rack housing ETC equipment shall be separated and lockable for individual secured access;
  - (IX) Three phase, 120/208 volt power service (from the Utility meter), to the node building with generator and dual UPS backup;
  - (X) The Developer is required to provide power, dense wavelength division multiplexing (DWDM) packet-optical platform unit and coarse wavelength division multiplexing (CWDM) aggregation switches, ETC and ITS equipment for CWDM Ethernet communications, as described in the Project Special Provisions, Appendix A to this Section 3; and
  - (XI) The Developer shall provide design and optical fiber network connections for the ETC and ITS devices.
- F. Lateral from the Node Building at I-70/Airport Blvd. to Zayo's shared resource at I-25/Airport Blvd.
- (I) Developer shall install 2-inch conduit and 24 strand single mode fiber optic cable from the new node building at I-70/Airport Blvd. to Zayo's shared resource fiber optic cable;
  - (II) Developer shall provide a manhole for Department's splice location at I-70/Airport Blvd. next to Zayo's facility. Zayo will splice proposed fiber into an existing shared resource; and
  - (III) Developer shall terminate new 24 strand single mode fiber optic cable from Zayo's network to KOA.
- G. Node 1 at I-25 and 38th Ave./Fox St.
- (I) Developer shall connect CDOT's fiber optic cable backbone at Node 1 utilizing CDOT's existing backbone;

- (II) Developer may utilize the existing equipment rack for termination work;
- (III) The Developer shall provide a termination panel and terminate the Department's 216 strand single mode fiber optic cable. All strands of the Department's new backbone fiber cable shall be terminated with LC type connectors; and
- (IV) The Developer shall conduct all Department fiber optic backbone cable cross connect as they pertain to the overall network design in Node 1. These cross connects shall include but are not limited to connections to Node 2, new node at I-70/Airport Blvd node and the E-470 Authority at E470 /6th Ave. Additional cross connects may be required.

b. Construction Requirements

- i. Utilities shall not be permitted in the joint trench and shall not be permitted within 4 feet on either side of the joint trench, unless Approved by the Department. Wet Utilities are not allowed above or below the conduit duct bank except for crossings. The conduit duct bank shall be no more than 18 inches wide and provide 4 feet of cover, plus the surface thickness of the pavement or sidewalk, measured from the top of the conduit. Conduit duct bank shall be no deeper than six feet unless Approved by the Department;
- ii. Any interference between other conduits, drainage pipes and outlets shall be mitigated. The fiber conduits perpendicular to any drainage outlets shall be cast in concrete (Class BZ) to prevent it from floating upward to the surface. A design by the Developer shall be submitted for Acceptance if at least a 48-inch depth from the top of the conduit trench to the surface cast in concrete (Class BZ) cannot be accommodated. For bores that contain more than one conduit, the conduit shall be bundled together and contained in a single bore;
- iii. If the duct bank is installed under live traffic, concrete (Class BZ) is required in the trench to the bottom of the pavement; and
- iv. Aerial fiber optic cable is not allowed.

3.8.3. Electrical Power

a. Design Requirements

The Developer shall provide single phase 120/240 volt alternating current (AC) power service to every ramp metering, ITS and ETC cabinet within the Site. Each power service includes meter(s), metered service, power disconnect at the service, and additional external power disconnect on the cabinet. All power service work shall be designed with the ROW. The proposed node at I-70 and Airport Blvd. has separate power requirements defined in this Section 3 and the single phase AC does not apply;

- i. Economizing the power services for multiple sites with similar equipment into one meter is allowed. However, ETC equipment and ITS (including ramp meters) each require separate dedicated meters for billing purposes. Separate disconnect means are required for each individual device which serves as a maintenance breaker to avoid power shutdowns for an entire site;
- ii. Any remaining existing services shall be metered, if not already, and include a power disconnect;
- iii. The Developer shall obtain approval for all power service designs or modifications from the power service provider. The Developer shall coordinate and meet all requirements, as specified by the power service provider, for the complete and operational power service to all required locations; and

- iv. The Developer shall be responsible for the coordination of Utility service as described in Schedule 10, Section 4 Utilities.

b. Construction Requirements

The Developer shall make appropriate arrangements with the power service provider for installation or relocation of power service. The Developer shall also be responsible for all costs of installing or relocating Utility services, including involvement with the power service provider at locations for new services. The Developer shall ensure the transition and reassignment of electrical service to the Department's name and that there is no disruption in service.

3.8.4. Location, Protection of ITS and ETC Systems and Worker Safety

a. Design Requirements

- i. The Developer shall design all ITS and ETC infrastructure, in accordance with this Section 3, to ensure equipment and devices can be installed within the ROW, and Routine Maintenance operations can be performed without lane Closures, affect traffic operations, or require complex traffic control. Overhead LUS's are an exception. Wherever possible, ITS and ETC Elements shall not be located in the I-70 Mainline median, except for the center support of freeway DMS, VTMS, and TTI related to the Tolloed Express Lanes, ETC lane controller cabinets, AVI, ALPR, transaction status indicator beacons and the support structures. All proposed locations will require Acceptance by the Department prior to installation;
- ii. All existing underground Utilities, within ROW, and all ITS and ETC infrastructure Elements shall be designed to avoid or minimize conflicts with these facilities. Existing and new Utilities shall be shown on the plans. The Developer shall be responsible for all repairs to facilities damaged during construction. The Developer shall be responsible for maintaining and keeping operational all existing ITS devices during construction per the Project Special Provisions, Appendix A to this Section 3. This includes communications and power to CCTV cameras, DMS, Doppler's, MVRD, TTI, RWIS, ATR, ramp metering and other devices owned by the Department and the CCD; and
- iii. The Developer shall protect all new equipment, devices, interconnect wiring, communications devices, communications lines, power supplies, antennas, operator controls, power service, etc. through the installation of an on-line double-conversion power conditioner to eliminate damage by external and internal sources (including power surges), lightning, induced voltages, and static discharge. A grounding system and protection of devices that are suitable for the specific installation and equipment shall be designed. See Project Special Provisions, Appendix A to this Section 3 for Grounding and Bonding Specification.

b. Construction Requirements

- i. The Developer shall be responsible for locating all underground existing facilities to avoid or minimize conflicts with these facilities. If any facilities are damaged during construction, the Developer shall be responsible for all repairs;
- ii. The Developer shall construct a grounding system for each ITS and ETC device;
- iii. ITS devices are integral to the Department's overall traffic operations. Communications and disruptions of ITS devices during construction shall be kept to a minimum time period. Developer shall provide an ITS phasing plan to be Accepted by the Department prior to start of work in the area. The ITS phasing plan shall outline all devices impacted due to reset, removal, replacement; in addition to showing new devices. Plan shall include scheduled start and end

dates of impact, duration and justification. Dates shall reflect actual end and start dates that device is fully operational and communicating with the CTMC. The Department's and CCD's fiber optic respective backbones cannot be out of service unless Approved by the Department and CCD;

- iv. During construction, Developer shall provide a redundant Department fiber backbone to avoid outages to ITS. If ITS devices require reconnecting to existing backbone due to Construction Work, Zayo is required to provide this service. Zayo will require advance notification of work as specified in this Section 3 and fee assessed by Zayo at the expense of the Developer; and
- v. Developer may need to reset existing CCD ITS devices, including CCTV cameras and fiber optic cable communications to maintain CCD's operations.

### 3.8.5. Communications System

#### a. Design Requirements

- i. The communications system is used to transmit data to and from all existing and proposed ITS devices. In addition, the ETC system used for transmitting all ETC tolling data to and from the back-office for processing, issuing of tolls, and updating of information in the lanes;
- ii. Refer to Schedule 10, Section 12 Cover MEP System for the communications system requirements for the Cover. Specifically regarding interconnecting the ramp meter system and ATM signing in the event of a partial or full closure in the Cover. This includes the entrance ramp meter system and ATM signing in the Cover, in advance of the Cover and at the Cover Portals being capable of stopping all traffic; and at the closest entrance ramp prior to entering the I-70 Mainline during an incident in both eastbound and westbound directions independently. Refer to Schedule 10, Section 12 Cover MEP System for other requirements that need to be integrated into the system regarding command and control and monitoring of the systems inside the Cover. Items required in Schedule 10, Section 12 Cover MEP System shall not be part of the CTMS software and shall require a standalone communications system. The system can utilize the fiber and conduits for a means to pass data to a central system. The Developer shall design and construct any infrastructure and systems required to provide cell coverage to Users in the Cover;
- iii. The Developer shall design the lateral fiber optic communication system from the Department's communications backbone to the field devices and end equipment which includes the node buildings listed in this Section 3. The Department uses CWDM and DWDM technology for all optical Ethernet communications, with the exception of the ETC toll point equipment. The ETC toll point equipment lateral splices to the backbone shall utilize standard optics. Standard optics shall be defined as those operating within the O-band transmission window (notably 1310 nm). The CWDM and DWDM technology includes the use of CWDM filters spliced to the device lateral fiber optic cable in the backbone manhole. CWDM optical multiplexers/demultiplexers in the node buildings and CWDM optics in both the field Ethernet switches and the node building aggregation and packet-optical platform. DWDM technology is used as part of the Department's high-speed optical Ethernet backbone, a DWDM packet-optical platform is required in the new I-70/Airport Blvd. node building;
- iv. The Department's fiber backbone will be economized to the degree that four buffer tubes are used for the Department, one buffer tube for ETC equipment, and the remaining buffer tubes will be preserved and uncut for future use by the Department. The remaining buffer tubes shall not be cut at any locations along the Department's backbone unless directed by the Department. All strands of the Department's new backbone fiber cable shall be terminated with LC type

connectors in the new I-70/Airport Blvd. node building and the Node 1 building. Construction Work should be expected in Node 1, Node 2, the new node at I-70/Airport Blvd., KOA and the CTMC. If additional buffer tubes are required the Developer shall provide an explanation and will need Acceptance from the Department. The network drawings shall economize the fiber splices using CWDM technology. The DWDM and CWDM Project communications requirements shall include the design of equipment to connect between Node 2 and the new node at I-70/Airport Blvd. The Developer shall design a system capable of transporting data and video signals between field devices and support the following functional requirements, at a minimum:

- A. Provide the Department fiber optic communications connectivity between the field devices, end equipment, the new node at I-70 and Airport Blvd. and Node 2;
  - B. Splice two fibers from the I-70 backbone cable to two of the Department's strands of the Level 3 fiber cable at the existing I-70 and I-225 manhole to connect to the Southmoor node building to provide a redundant ring for the I-70 Mainline device communications. The two fibers on I-70 and on I-225 shall need to be optical time-domain reflectometer tested for dB loss. The range of acceptable loss can be found in the Project Special Provisions, Appendix A to this Section 3;
  - C. Provide CWDM internet protocol (IP) Ethernet communications to all field Ethernet switches. All devices shall be IP compatible and connected to the field Ethernet switches. A single CWDM Ethernet switch shall be installed at a location with either a single device or multiple devices. If the Ethernet port density is insufficient, a second Ethernet switch shall be installed at that location. No optical fiber extenders of any type shall be allowed. Each individual device Ethernet cabling shall plug into a CWDM Ethernet switch at its installed location;
  - D. Support full-color, real-time video images at a data rate of no less than four MB/s or at the Department standard at the time of construction of the CCTV camera system for all cameras to node building;
  - E. All fiber allocations, splicing diagrams, and network drawings shall be prepared by the Developer and submitted to the Department for Acceptance in electronic format; and
  - F. Splicing of fiber optic cable shall be performed in manholes only.
- v. The Developer shall furnish all components required to achieve a fully-functioning communications system. The communications system shall be designed based on the following material requirements: Respective (Zayo, Department, CCD) fiber optic backbones and laterals shall include sweeps (conduit breakouts) to separate pull boxes, manholes, or vaults, as required, for each owner, and respective ownership clearly marked on each Element. All conduits shall include mule tape with a locate wire;
  - vi. CCD's fiber backbone shall utilize standard optics;
  - vii. Provide separate 12 strand single mode fiber optic cable laterals and conduit from the CCD backbone to all traffic signals. Reference CCD standards for fiber optic specifications and standards for equipment, installation and communication connections;
  - viii. Provide fiber quick disconnects at all unprotected ITS devices and equipment locations where new fiber optic lateral cables are installed and spliced to the Department's and CCD's backbone cables. The fiber quick disconnects shall allow the fiber laterals to be disconnected to prevent damage to the fiber

backbone in case any of the devices or equipment along the corridor are damaged. The fiber quick disconnect shall be installed in areas where they will not be submerged in water and per the manufacturer's recommendations. Bend insensitive (ITU-T G.657 A) tactical fiber optic cable with a polyurethane jacket shall be used for all patch cables and shall be fully compatible with all fiber optic laterals;

- ix. Provide hardened, extended temperature roadside carrier grade field Ethernet switches configured with two 1GIG/10GIG small form-factor pluggable (SFP)+ NNI ports, four 100M/1000M SFP UNI ports and four 10/100/1000M RJ-45; 100/1000M SFP UNI combo ports. Each switch shall provide ITU- T G.8032 Ethernet Ring Protection Switching, S-VLAN Priority based on C-VLAN ID, Internet Group Management Protocol v2 (IGMP) snooping/filtering, and security access control lists (ACLs) and SNMPv1, SNMPv2, and SNMPv3 management protocols. The switches shall also include sufficiently sized optics and attenuators for transmitting and receiving data from the node building aggregation Ethernet switches. Per the Project Special Provisions, Appendix A to this Section 3. Ciena 3930 or 3931 switches are required at Department ITS device locations throughout the Project corridor;
- x. All existing and proposed ITS and ETC field devices to be connected to the fiber optic backbone shall communicate via Ethernet switches, unless otherwise stated;
- xi. CWDM wavelengths for both the Ethernet switch optics and optical CWDM filter shall be 1430 NM, 1450NM, 1470NM, 1490NM, 1510NM, 1530NM, 1550NM, 1570NM, 1590NM and 1610NM;
- xii. DWDM technology shall be used for backbone connectivity between packet-optical platform switches. DWDM ranges for the DWDM packet-optical platform unit can be found in Project Special Provisions, Appendix A to this Section 3;
- xiii. 1430 NM, 1450 NM, 1470 NM, 1490 NM, 1510 NM, 1530 NM, 1550 NM 1570,NM, 1590 NM, and 1610 NM SFPs shall be used as the CWDM transport mode and 1310 NM SFPs shall be used as the resilient path transport with ITU-T G.8032 ring protection configuration in both the roadside carrier grade field Ethernet switches and the carrier grade aggregation Ethernet switches to transport the Department field device data to minimize fiber usage and maximize fault tolerance;
- xiv. All roadside carrier grade field Ethernet switches shall be fully compatible with the DWDM packet-optical platform unit and aggregation switches;
- xv. Passive CWDM thin film filter multiplexer (MUX) shall be used at each roadside field Ethernet switch splice location to split out the appropriate wavelengths. The MUX filters and MUX filter splices shall be contained in a separate splice enclosure from the splice enclosure containing the lateral fiber cable to backbone fiber cable splices;
- xvi. Management system software tool shall be provided to manage carrier grade field Ethernet and Transport product portfolios;
- xvii. Passive 1U rack mount 32-channel optical splitter shelf shall be used in the regeneration building to demux (split) CWDM optical signals out to the paired SFP in the core aggregation switch;
- xviii. Provide one CWDM Optical Time Domain Reflectometer (OTDR) modular testing unit to test the CWDM optical networks. The CWDM OTDR will become the property of the Department after project completion;

- xix. Optical attenuators shall be installed on all receive signals entering the field fiber optic termination path panels to ensure the optical power is within the acceptable range for the selected optic. The receive signal shall be tested both prior to and after the attenuator is installed;
  - xx. Optical attenuators shall be installed on all received signals entering the node building multiplexer/demultiplexer receive ports to ensure the optical power is within the acceptable range of the selected optic. The receive signal shall be tested both prior to and after the attenuator is installed; and
  - xxi. The Developer shall submit its final network and network communications plans for review and Approval by the Department.
- b. Construction Requirements
- i. The Developer shall furnish and install the fiber optic communications system and connect all ITS, ETC and CCD field Elements to the system;
  - ii. Prior to performing any Construction Work that may impact existing ITS communications systems, the Developer shall coordinate with the owner of the affected system;
  - iii. Fiber optic conduit shall be located along 46th Ave. under the sidewalk. It shall not be located in the travel way unless Approved by the Department; and
  - iv. CWDM technology shall be used for the Department's ITS optical Ethernet communications which shall include CWDM SFP optic modules in both the field switches and the node building aggregation switches, CWDM thin filters at all CWDM splice locations and the multiplexer/demultiplexer installed in the node buildings. The Developer shall design up to 20 CWDM Ethernet switches on a pair of fiber strands to ensure fiber utilization, with two switches allowed per wavelength. The Developer shall request Approval from the Department if there are cases where more than two switches per wavelength are needed. Fiber strands shall connect to separate node buildings aggregation switches to achieve the required ITU-T G.8032 Ethernet ring protection switching.

### 3.8.6. Vertical Clearance Requirements

a. Design Requirements

The Developer shall mount all overhead signs, including electronic signs and ITS devices along the I-70 Mainline that are over the roadway lanes or shoulders, with a minimum vertical clearance of 18.0 feet. This is measured from the highest point of the roadway surface, under the electronic signs or devices, to the bottom of the equipment (including walkways). AVIs shall have an 18.5 feet clearance from the roadway surface. Structure cross sections shall be provided and show signing mounting, hangers, equipment, control boxes, conduits, holes, hand holes, vertical clearances with all dimensions. If ATM signage/signals or tolling equipment are planned on structures the vertical clearance is measured to the bottom of the LUS signals, tolling equipment and any future equipment. Therefore, sign panels and structures must accommodate the additional clearance required for the proposed and future ATM/Tolling. See Schedule 10, Section 11 Signing, Pavement Markings, Signalization, and Lighting for additional information.

b. Construction Requirements

Structure cross sections are required and shall incorporate elements from this Section 3 and Schedule 10, Section 11 Signing, Pavement Markings, Signalization, and Lighting.

### 3.8.7. Dynamic Message Signs

a. Design Requirements

- i. The DMS's are large dynamic displays that are used for a wide range of purposes, including providing driver information regarding weather advisories, travel times, amber alerts, toll information, construction, and incident notifications. The Developer shall design a complete DMS system at the approximate locations shown in the Phase 1 Signing and Striping Plan included in the Reference Documents;
  - ii. These new DMSs shall be mounted on a sign bridge and co-located with the static guide signs wherever possible. They shall be centered over the General Purpose Lanes but be visible to all Users. Where ROW permits, an 8 feet wide paved area shall be provided, outside of the shoulder, for maintenance access. The sign bridge shall have a locked, secured ladder and walkway so that maintenance personnel can maintain every portion of the sign bridge without the use of a bucket truck. The walkway shall be mesh with a maximum diameter of 0.5 inch to prevent dropped tools and debris from falling onto the travelled way. In addition, the walkway shall be Occupational Safety and Health Administration (OSHA) compliant with side rails and toe kicks. The Developer shall submit a structural design for each DMS structure in accordance with the requirements of Schedule 10, Section 13 Structures. The sign bridge handle shall not prevent the static sign messages from being clearly read and shall be OSHA compliant; and
  - iii. The Developer shall furnish, install, integrate, and test all new DMS signs and any and all associated equipment necessary to achieve a fully-functioning system. The new DMS signs shall be designed based on the following material requirements, at a minimum:
    - A. The sign shall utilize light emitting diode (LED) displays;
    - B. The sign shall be equipped with the ability to display three lines of text with a character height of 18 inches and 18 characters minimum per line;
    - C. The sign shall utilize a full-color, full-matrix display and utilize a 24 bit red, green, blue color with a 32-35 mm pixel spacing (approximate size 26 feet by 8.5 feet);
    - D. The sign shall have a walk-in cabinet;
    - E. The sign viewing angle shall be 30 degrees;
    - F. The sign shall have a minimum design life of 20 years;
    - G. The DMS controller and sign must be National Transportation Communications for ITS Protocol (NTCIP) compliant, provide an Ethernet interface, and must be compatible with the Colorado Transportation Management Software (CTMS); and
    - H. The sign shall have environmental controls inside the cabinet and capable of remote surveillance of all controls, legend and maintenance.
- a. Construction Requirements
- i. The Developer shall be fully responsible for the furnishing and installation of all DMS signs. Existing DMS on the I-70 Mainline may not be reused and shall be salvaged and returned to the Department. The DMS shall be installed in accordance with manufacturer's recommendations. A qualified factory representative shall be available to ensure proper installation and testing; and
  - ii. Each DMS system shall be connected to the communication system using fiber optic laterals extended into the DMS controller cabinet. The Developer shall notify the Department upon installation of each DMS and complete a CDOT Device Data Sheet. The Developer shall be responsible for the integration of all

DMS back to the CTMC. The Department shall be responsible for modifying the CTMS software to incorporate the new devices.

### 3.8.8. Closed Circuit Television Camera

The CCTV cameras are used for monitoring travel conditions in the corridor, such as weather conditions, accidents, traffic congestion, and other events. The video images are also shared with the public via the internet ([www.cotrip.org](http://www.cotrip.org)) and television news agencies.

#### a. Design Requirements

- i. Provide full CCTV camera coverage of the entire I-70 corridor, between Pecos St. and Airport Blvd. The CCTVs shall be at a maximum of one mile separation and provide overlapping coverage up to 1,000 feet in full zoom. Due to the closely spaced bridges and Cover, additional cameras may be required for overlapping coverage. Refer to Schedule 10, Section 12 Cover MEP System for CCTVs inside the Cover;
- ii. The CCTV camera coverage shall be provided via Ethernet-based cameras meeting the material requirements;
- iii. The CCTV cameras shall be mounted on minimum of a 50 feet steel poles as described below and shall have a lowering device that allows CCTV cameras to be lowered to the ground for maintenance purposes without interfering with any other pole-mounted devices or cabinets;
- iv. See Schedule 10, Section 12 Cover MEP System for additional requirements regarding CCTV camera coverage under the Cover; and
- v. All CCTV cameras installed shall meet the following minimum requirements:
  - A. Digital and Ethernet-based;
  - B. All-in-one color surveillance dome camera unit (Ingress Protection [IP] 66 and NEMA 4X rating)
  - C. Pan, 220 degree tilt, zoom operation;
  - D. 32X optical zoom and 12X digital zoom minimum;
  - E. Minimum illumination no less than 0.3 lux;
  - F. H.264 video stream or current standard used by the Department at the time of installation;
  - G. Compatible with the current CCTV camera standard used by the Department at the time of installation;
  - H. Full 360 degree overview with one-click pan, tilt, zoom; and
  - I. See Project Special Provisions, Appendix A to this Section 3.
- vi. The CCTV camera shall also include a weatherproof dome housing, 50 feet, or higher, steel pole, proper foundation, lowering device, mount adapter, camera transformer, attachment hardware and all other hardware, cables, and test equipment necessary for a complete installation.

#### b. Construction Requirements

- A. Existing CCTV cameras in the corridor may not be reused and shall be salvaged and returned to the Department; and
- B. The Developer shall notify the Department upon installation of each CCTV camera and complete a CDOT Device Data Sheet. The Developer shall be responsible for the integration of each new CCTV camera back

to the CTMC. The Department shall be responsible for modifying the video control software to incorporate the new devices.

### 3.8.9. Microwave Vehicle Radar Detection

The MVRD, also referred to as side-fire radar, are used to collect point data of volume, occupancy, speed, and classification in each lane of travel. The data is used primarily for measuring and analysis of traffic conditions, both real-time and for studies.

#### a. Design Requirements

- A. The Developer shall prepare a design to locate side-fire MVRD units at one half mile spacing both eastbound and westbound between Pecos St. and Tower Rd. In addition, the MVRD's shall be designed at 0.5 mile spacing from the exit gore ramp at I-225 northbound to westbound ramp and the exit gore ramp from I-25 northbound and southbound to eastbound I-70 both leading into the Tolled Express Lanes ingress points;
- B. MVRD locations shall be coordinated and integrated with the ATM system such that they are at the desired location relative to the ATM gantries to support the ATM system software algorithm (dynamic queue warning and lane control system);
- C. Each location shall be accessible by the Department bucket trucks to allow for maintenance and other functions without requiring lane Closures, complex traffic control, or affecting traffic operations. MVRD units cannot be placed in the median; and
- D. The Developer shall furnish all new MVRD units and any and all associated equipment necessary to achieve a fully-functioning system. The MVRD units shall detect all individual lanes of travel, including the General Purpose Lanes and Tolled Express Lanes in both directions. Data collection shall include volume, occupancy, speed, and classification.

#### b. Construction Requirements

The Developer shall furnish all MVRD and carry out all installation, field-testing, and burn-in of the system per the manufacturer's recommendations, the Construction Standards and Project Special Provisions, Appendix A to this Section 3. Each device shall be connected to the communication system using fiber optic laterals. Existing MVRD units may not be reused and shall be salvaged and returned to the Department. The Developer shall notify the Department upon installation of each MVRD device and complete a CDOT Device Data Sheet.

### 3.8.10. Travel Time Indicators

TTI sites are comprised of antennas and readers that detect toll tag transponders in vehicles. While MVRD units give volume, occupancy, and speed data at a given point, the TTI are used to track vehicle travel times across segments spanning from one TTI location to the next.

#### a. Design Requirements

- i. The Developer shall prepare a design to locate TTI units at 1 mile spacing in both directions that shall read the General Purpose Lanes and the Tolled Express Lanes separately and located before and after each interchange between Pecos St. and Tower Rd. TTI units shall be installed between the exit ramp and entrance ramp, at each interchange, to allow Users exiting the facility for a short period of time to be excluded from the travel time calculations. In order to design the TTI's to separately read the General Purpose Lanes and Tolled Express

Lanes the device may be placed over the lanes and more TTI units will be required;

- ii. For the Tolloed Express Lanes, TTI units shall be located between each ingress/egress point in each direction of travel to obtain directional travel times. The Concept of Operations for I-70 East Tolloed Express Lanes and the Phase 1 Signing and Striping Plan, both included in the Reference Documents, depict a toll point layout, with currently indicated approximate locations. The toll point locations will need to be coordinated with infrastructure, signing, striping and ATM. The total number of tolling points is five (three in eastbound direction and two in the westbound direction). The approximate locations in the eastbound direction are York St., Monaco St., and Havana St. The approximate locations in the westbound direction are Havana St. and Holly St.;
- iii. Each TTI location shall be accessible by Department bucket trucks and replacement shall be able to be accomplished within 15 minutes, if they are installed over lanes;
- iv. The Developer shall furnish all new TTI units and any and all associated equipment necessary to achieve a fully-functioning system. The TTI units shall be Sirit 6204 multi-protocol readers and antennae, or the Department's current models, and be able to read both Title 21 and ISO 18000-6C transponder tags. Any existing TTI units along the new Department fiber optic backbone shall be replaced with new multi-protocol units; and
- v. TTI units shall be located at least 1,000 feet from toll points. The TTI units cannot be placed in the median except for those intended to collect data for the Tolloed Express Lanes.

b. Construction Requirements

The Developer shall furnish all TTI units and carry out all installation, field-testing, and burn-in of the system per the manufacturer's recommendations and the Construction Standards. Each device shall be connected to the communication system using fiber optic laterals. Existing units shall be salvaged and returned to the Department. The Developer shall notify the Department upon installation of each TTI device and complete a CDOT Device Data Sheet. The Developer shall be responsible for the integration of each new TTI to the CTMC.

3.8.11. Division of Transportation Development Automatic Traffic Recorders

The Division of Transportation (DTD) ATR stations continuously collect vehicle volume and functional classification data using in-pavement loops and piezoelectric sensors. The DTD ATR locations are to be placed between Holly St. and Dahlia St. and between Havana St. and Central Park Blvd.

a. Design Requirements

- i. The Developer shall design the DTD ATR counting station. Each new DTD ATR must collect data for all lanes of travel, including the General Purpose Lanes, auxiliary Lanes, and Tolloed Express Lanes in both directions. Communications to the DTD ATR station shall be provided via a 12 strand single mode fiber optic lateral from the ITS fiber backbone to a DTD ATR cabinet. In addition, a telephone line connection shall be provided for each counter. The ATR shall have a dual communications port, one for real time and one for historical reporting;
- ii. The Developer shall furnish all equipment necessary to achieve a fully-functioning DTD ATR system. Each DTD ATR station consists of cabinet loop detectors and piezoelectric axle sensors (piezos), and traffic counters. The traffic

counters are capable of classifying up to 8 lanes, so two traffic counters shall be required at each site so that vehicles in all lanes will be classified; and

- iii. The Developer shall design a temporary ATR station while the existing permanent ATR station near Colorado BLVD. is out of service. The temporary ATR shall consist of an MVRD, cellular modem, pole mounted cabinet, and traffic counter.

- b. Construction Requirements

The Developer shall furnish all DTD ATR-related equipment and carry out all installation, field-testing, and burn-in of all DTD ATR counting station being replaced. All Construction Work will be inspected by the Department's Traffic Data Collection Unit (TDC) during installation for Acceptance. The Developer shall test and operate the piezos and loops under actual traffic conditions.

### 3.8.12. Doppler Radar

- a. Design Requirements

The Doppler radar are a self-contained unit; including wireless communications. All existing units that need to be relocated shall be installed per the manufacturer's recommendations. All Doppler radar units shall be co-located with other sign structures and therefore shall not require separate structures to be installed by the Developer. The final Doppler radar location shall be such that it picks up the General Purpose Lanes, and not the Tolerated Express Lanes.

- b. Construction Requirements

The Developer shall coordinate with the Department if any of the existing Speed Doppler radar units currently installed along the corridor need to be relocated to new or temporary structures during construction.

### 3.8.13. Road Weather Information System

- a. RWIS are used for traveler information systems and highway maintenance operations by providing on-Site weather information. RWIS shall include work and materials in Project Special Provisions, Appendix A to this Section 3, Revision of Section 614, Weather Monitoring System (WMS).

- b. Design Requirements

- i. RWIS systems shall be installed as follows:

- A. A RWIS shall be designed, as two separate units. One unit shall be installed at the east entrance to the Lowered Section and the second unit shall be installed at the west entrance to the Lowered Section, about 500-1,000 feet prior to each respective entrance;
- B. RWIS systems shall be installed on the Colorado Blvd. overpass in both directions of travel if needed to monitor the road;
- C. Environmental friction sensors shall be designed and installed on the I-70 Mainline in both directions. Spacing shall be at a minimum of every 2 miles on I-70, in addition to ramps or areas on roadway where icing is expected. If locations read both directions of travel, sensors can be broken down into two separate systems. An environmental friction sensor shall only include items remote processing unit, non-intrusive pavement condition sensor, cabinet, mounting of sensor, and communications to CTMC. See Project Special Provisions, Appendix A to this Section 3, Revision of Section 614, Weather Monitoring System, for the environmental friction sensor items; and
- D. Existing RWIS shall be salvaged and delivered to the Department.

- ii. The existing RWIS system near Chambers Rd. and I-70 at approximately mile marker 283 shall require the roadway pucks to be replaced with non invasive sensors and poles for mounting; and
  - iii. The RWIS's shall include the following material requirements:
    - A. Weather monitoring system, including a remote processing unit, precipitation type sensor, air temperature/relative humidity sensor, ultrasonic wind sensor, non-invasive road surface sensor, non-invasive friction sensor, non-intrusive pavement condition sensor, and a CCTV camera; and
    - B. Concrete pad, fold-over tower, and chain link fence.
  - c. Construction Requirements
- The Developer shall be responsible for replacing any portions of the RWIS system impacted by the Construction Work and new installations. An existing RWIS is located at (a) I-70 and mile marker 276 (near SH 2), which shall be salvaged and replaced; and (b) I-70 and mile marker 283 (near Chambers Rd.), which may only require puck replacement if damaged.

#### 3.8.14. Active Traffic Management Elements

At a minimum, the following ATM Elements shall be included;

- a. Design Requirements
  - i. The Developer shall design the LUS to provide lane status information over each lane to Users along the I-70 corridor to notify drivers of Closures, restrictions, maintenance or merge conditions. The lane status information shall be displayed at one-half mile intervals between Pecos St. and Chambers Rd. in both directions of travel. The lane status information shall provide continuous visibility of the sequential LUS which can be mounted and combined with other sign structures. The LUS shall be a full-color, full-matrix DMS with a 64 by 64 pixel matrix at 20 mm pixel pitch and utilize a 24 bit red, green, blue color. The viewable area within should be maximized by reducing the bezel width (approximate sign size 60 inches by 60 inches). Plans showing ATM and cameras shall include sight line angles and measurements and spacing of devices;
  - ii. At all LUS locations where full, overhead DMS are not provided, two SMVMS shall be installed. The SMVMS shall be mounted on both sides of the roadway within the drivers' sightlines and shall be full-color, full-matrix, with a minimum pixel matrix of 80 by 80 pixel matrix at 20 mm pixel pitch and utilize 24 bit red, green blue color (approximate size 84 inches by 84 inches). The viewable area within should be maximized by reducing the bezel width. Refer to the Project Special Provisions, Appendix A to this Section 3 for the specific requirements for each component;
  - iii. All devices, software, and hardware shall be NTCIP-compliant and compatible with the CTMS. All devices shall be compatible with the existing ATM software. The Developer shall verify that the device is: properly communicating with CTMS, the Department can control the device using CTMS, and the device is powered and functioning properly. The Developer shall work closely with the Department's CTMS integrator for software integration. The Department shall integrate the ATM devices into CTMS;
  - iv. LUS must be designed so that they can easily be removed by two people in an overhead lift and this shall include removal and replacement of one LUS in less than 15 minutes from an overhead General Purpose Lane or Tolloed Express Lane. The ATM shall be designed to complement the traffic control; and

- v. The Developer shall visibly mark each sign structure with a unique identifier to assist operators in identifying structure location and direction from CTMC within the ATM software.
- b. Construction Requirements
  - i. Structure cross sections are required and shall incorporate elements from this Section 3 and Schedule 10, Section 11 Signing, Pavement Markings, Signalization, and Lighting;
  - ii. Refer to Schedule 10, Section 12 Cover MEP System for LUSs and SMVMSs that are to be installed at the Portal and inside the Cover; and
  - iii. Refer to Project Special Provisions, Appendix A to this Section 3.

#### 3.8.15. Variable Toll Message Signs

The VTMS is a combination of a static sign with one electronic DMS insert utilized to display the specific tolls for each segment of the corridor. All I-70 Mainline VTMS shall be located upstream of the Tolled Express Lane ingress/egress point. This will allow Users sufficient time to read the toll rate and then make their decision whether to enter, or continue to use, the Tolled Express Lanes.

- a. Design Requirements
  - i. The Developer shall design a complete VTMS system so that the following requirements are met:
    - A. VTMS shall be provided prior to each Tolled Express Lane ingress/egress point on the I-70 Mainline, and the VTMS shall be mounted overhead and visible to both Tolled Express Lane and General Purpose Lane Users, including Users that have just entered the facility via entrance ramps; and
    - B. All VTMS shall be mounted overhead. This includes one DMS insert capable of displaying the toll rates in each overhead sign as required for tolling purposes.
  - ii. The Developer shall furnish all new VTMS signs and any and all associated equipment necessary to achieve a fully-functioning system. The VTMS signs shall be designed based on the following material requirements, at a minimum:
    - A. The sign shall utilize LED displays;
    - B. The overhead signs shall be equipped with the ability to display a minimum of seven characters, including the toll rate, the "\$" sign, the numerical value of toll rate, and decimal or the word "CLOSED"; all with a character height of at least 18 inches;
    - C. The pixel matrix shall be a minimum of 7 by 35;
    - D. The VTMS shall have a minimum design life of 20 years;
    - E. The sign viewing angle shall be 30 degrees; and
    - F. The VTMS cabinet shall be installed on a concrete foundation to the right of the travelled way and shoulder so that maintenance can be performed without the need for lane closures. UPS shall be provided for each VTMS to ensure that each sign is operational for 8 hours in the event of a power failure. The Developer shall purchase and install the UPS in the controller cabinet.
- b. Construction Requirements

- i. The Developer shall be fully responsible for the furnishing and the installation of all VTMS signs and all damages that occur in the installation and delivery process. The VTMS shall be installed in accordance with manufacturer's recommendations; and
- ii. The Department will be responsible for the integration of each new VTMS into CTMS. The ETC System Integrator shall be responsible for incorporating the ETC Elements into the ETC system.

#### 3.8.16. ITS Device Cabinets

- a. Design Requirements
  - i. The Developer's design shall utilize ground or barrier mounted Type 332 or 332D cabinets for all VMS, VTMS, LUS, and SMVMS locations which shall be sized to accommodate all equipment. Type 2 cabinets shall only be allowed at sites where there are only CCTV cameras, MVRDs and TTIs. Type 2 cabinets may only be pole mounted on CCTV camera lowering device poles or sign structures. Type 1 cabinets shall only be allowed at isolated RWIS sites where there are no other devices connected to the cabinet; and
  - ii. The Developer shall create cabinet rack layouts for all cabinets.
- b. Construction Requirements
  - i. All cabinets shall be installed per the manufacturer requirements or the requirements found in the Project Special Provisions, Appendix A to this Section 3; and
  - ii. The Developer shall furnish electrical and fiber quick disconnects at all cabinet locations not protected by guardrail or barrier.

#### 3.8.17. Toll Point

The toll points collect information from vehicles so that Users are appropriately charged for use of the Tolled Express Lanes. A toll point is defined as a single toll collection point for one direction of travel.

- a. Design Requirements
  - i. Each toll point includes AVI readers/antennas, ALPR cameras, an ETC lane controller, and a UPS, as well as all associated pull boxes, conduit, cabinets, communications equipment, and power for one direction of travel. The Developer shall be responsible for the design and installation of the ETC cabinet and associated foundation; the conduit to connect the ETC lane controller to the AVI antenna, in-pavement loops, and ALPR cameras; and providing communications and power to the cabinet;
  - ii. The Developer shall submit a toll point detail for Approval by the Department prior to Construction Work of that Element. These details will be reviewed by both the Department and the ETC System Integrator;
  - iii. UPS shall be provided for each toll point to ensure that each ETC lane controller is operational for 8 hours in the event of a power failure. The Developer shall purchase and install the UPS in a separate controller cabinet, as described in Project Special Provisions, Appendix A to this Section 3;
  - iv. All pavement joints within the vicinity of a toll point shall be coordinated with the ETC Integrator; and
  - v. The Developer is responsible for providing outlets and circuit(s) in the new I-70/Airport Blvd. Node Building to accommodate the ETC System Integrator's servers and network equipment. These new circuits shall be protected by the UPS and generator.

### 3.8.18. Automatic Vehicle Identification Reader

An AVI reader and antennas shall be installed at each toll point and used to read the toll tag information stored inside each transponder.

#### a. Design Requirements

- i. The AVI reader shall be installed by the ETC System Integrator in the lane controller cabinet, and the antennas that will read the tag information shall be mounted directly above the Tolloed Express Lane. The Developer shall be responsible for providing structures at each toll point (either dedicated or shared with another installation) to allow the ETC System Integrator to mount the AVI antennas in the correct positions;
- ii. The AVI reader that shall be utilized is anticipated to be a Sirit Model 6204, which shall be installed by the ETC System Integrator. Each toll point shall require a structure installed by the Developer upon which two antennas per lane, per direction, shall be mounted 18.5 feet above the Tolloed Express Lane. The AVI antenna shall be mounted on a 2-inch diameter pole spanning the Tolloed Express Lane that allows for 6 inches of clearance between the pole and the bottom of the structure for angling and installation of the supporting hardware. In addition, the AVI antenna shall have 4 feet of lateral clearance. The Developer shall coordinate with the ETC System Integrator to ensure that the proper installation equipment is provided at each AVI antenna installation location;
- iii. In addition to the structure, the Developer shall also provide two 2-inch conduits between the lane controller cabinet and the base of the structure supporting the AVI antenna. All cabling shall be installed internal to the structure. Communications to the AVI antenna shall be provided by coaxial cable installed by the ETC System Integrator. The Developer shall ensure that the lane controller cabinet and the structures used to support the AVI antenna equipment be as close together as possible to ensure that the maximum coaxial cable length does not exceed 100 feet; and
- iv. The Developer shall be responsible for providing a bracket upon which the ETC System Integrator can mount the AVI antenna. The exact type of bracket will depend on the type of structure that the AVI antenna shall be mounted on. The Developer shall coordinate with the ETC System Integrator to determine the type and number of brackets that shall be necessary.

#### b. Construction Requirements

The ETC System Integrator shall be fully responsible for the furnishing and the installation of all AVI antennas.

### 3.8.19. Automatic License Plate Recognition Cameras and Loop Detector Wire

The ALPR cameras shall be used to obtain an image of the vehicle's license plate if a transponder is not detected. In-pavement loops shall be used to signal to the ALPR camera that a vehicle is present. Once the image is taken, the Optical Character Recognition (OCR) system inside the camera unit (or the lane controller) will process the image to identify the vehicle's license plate. This information will then be sent to the lane controller.

#### a. Design Requirements

- i. The ALPR cameras and loop detector wire shall be mounted and installed by the ETC System Integrator. The ALPR cameras shall be mounted over each Tolloed Express Lane. One ALPR camera shall be for front facing license plate photos and one ALPR camera for rear facing license plate photos, The ALPRs shall be mounted over each Tolloed Express Lane on an overhead structure. The Developer shall be responsible for providing these structures at the toll point

locations determined by the ETC System Integrator and the Department for each Tolloed Express Lane;

- ii. In addition to the structure, the Developer shall also provide two 2-inch conduits between the ALPR camera structure and the lane controller. Communications to the ALPR cameras shall be provided and installed by the ETC System Integrator; and
- iii. The ALPR cameras shall require an in-pavement loop detection system to signal to the cameras that a vehicle is present. Loops shall be saw cut into each Tolloed Express Lane. The ETC System Integrator shall perform the loop installation and saw cutting, but the Developer shall provide the necessary pull boxes and conduit. The locations of the pull boxes and conduit shall be coordinated with the ETC System Integrator. In addition, the pavement surface temperature must be 50 degrees and rising in order for the ETC System Integrator to properly install the in-pavement loop sealant. As a result, the Developer shall coordinate with the ETC System Integrator to ensure the correct seasonal climate for the in-pavement loop installation.

b. Construction Requirements

The ETC System Integrator shall be fully responsible for the furnishing and the installation of all ALPR cameras and loop detector wire.

3.8.20. Electronic Tolling Lane Controller

The lane controller cabinet shall be located on top of the median barrier at each tolling point and shall be connected to the electronic tolling equipment via a conduit system. The lane controller will be used for all data processing and transmittal of transponder tag and license plate information via the fiber optic communications network to the ETC back-office for processing.

a. Design Requirements

- i. The ETC System Integrator shall be responsible for the installation and configuration of the lane controller; the Developer shall be responsible for the design of the cabinet and associated foundation, the conduit to connect the lane controller to the AVI antenna, ALPR cameras, and transaction status indicator beacon, and the conduit to provide communications and power to the cabinet. One lane controller cabinet shall be provided for each tolling point location per direction. If there is an EB and WB toll point at the same location, two lane controller cabinets shall be required. The locations of the cabinets, foundations, and conduits shall be coordinated with, and approved by, the ETC System Integrator. However, the maximum conduit length between the lane controller and the ETC devices (AVI antennas, ALPR cameras, and transaction status indicator beacon) shall not exceed 100 feet; and
- ii. The Developer shall have the following responsibilities at each toll point where a lane controller is required:
  - A. Provide a 3R NEMA rated Type M Stretch cabinet with a minimum size of 31 inches (width) 68 inches (height) by 19 inches (depth). Cabinets shall have a backplane with dimensions of 25 inches (width) by 54 inches (height) mounted on both fixed bolts. In addition, the Developer shall provide the required foundation on a level surface easily accessible for programming and maintenance purposes;
  - B. Provide a 12-strand single mode fiber optic communications lateral between the cabinet and the Department fiber optic backbone. The fiber optic lateral shall terminate at a patch panel that shall be installed inside the communications cabinet;

- C. Provide power to the cabinet to power the lane controller and all associated equipment and provide a UPS for backup power for up to 8 hours; and
- D. Developer shall deliver tolling cabinet backplane, side planes, DIN rail and circuit breakers to the ETC System Integrator.

b. Construction Requirements

The ETC System Integrator shall be fully responsible for the furnishing and the installation of all electric tolling lane controllers.

3.8.21. Transaction Status Indicator Beacons

The enforcement will be on the inside shoulder for enforcement personnel to perform tolling enforcement at each toll point.

a. Design Requirements

- i. A transaction status indicator beacon will be installed to signal to the enforcement personnel occupancy numbers for vehicles using the Tolloed Express Lanes and if recorded as a single occupancy vehicle (SOV) or high occupancy vehicle (HOV). This transaction status indicator beacon will be furnished and installed by the ETC System Integrator and meet the following material requirements:

- A. Provide a blue LED transaction status indicator beacon that shall be activated when a User is identified as an HOV by the tag status file;
- B. Developer to provide 2-inch conduit between the transaction status indicator beacon and the lane controller cabinet and connect the two devices;
- C. Shall be outdoor-rated and weatherproof; and
- D. Shall be visible to enforcement personnel in the adjacent enforcement zone.

b. Construction Requirements

The ETC System Integrator will be responsible for the furnishing and the installation of all transaction status indicator beacons.

3.8.22. Pull Boxes and Manholes

a. Design Requirements

- i. The Developer's design shall utilize fiberglass reinforced, polymer concrete pull boxes and pre-cast concrete manholes with the dimensions of 4 feet (width) by 6 feet (length) by 4 feet (depth), with a cast iron frame ring and cover. Pull boxes shall be 24 inches by 36 inches minimum for intermediate locations and manholes shall be used for splice locations. One hundred feet of fiber optic cable shall be coiled inside each manhole, and 50 feet of fiber optic cable shall be coiled inside each pull box. An additional 100 feet of 12 strand fiber shall be coiled at all splice locations for CWDM splicing. Pull box and manhole spacing shall be as follows:

- A. The manholes and pull boxes can be clustered in a group in common areas of devices, provided that all fiber optic splicing of ITS devices are performed in manholes;
- B. Pull boxes are not allowed in traffic areas, paved shoulders, paved roadways, and sidewalks, no exceptions. No fiber optic splicing shall be performed in pull boxes;

- C. The manholes shall be spaced at approximately 1,200 feet as Accepted by the Department;
  - D. Pull boxes shall be placed near the ITS and ETC equipment as Accepted by the Department, in safe, easy to access locations; and
  - E. To alleviate an over number of fiber lateral cables spliced in a single manhole, all device laterals shall be evenly distributed between splice manholes. The lateral cable distribution shall be between the nearest two manholes. Pull boxes shall not be allowed for backbone fiber conduit.
- ii. All pull boxes shall be constructed of fiberglass reinforced, polymer concrete and have a detachable cover with a skid-resistant surface and have the label of the owner cast into the surface. Painting of words shall not be allowed. All pull boxes shall be verified by a third-party nationally recognized Independent Testing Laboratory as meeting all test provisions of ANSI/SCTE 77 2007 Specification for Underground Enclosure Integrity, Tier 22 rating.
- b. Construction Requirements
- The Developer shall furnish and install all pull boxes and manholes based on the Construction Standards and any applicable Local Agency standards and specifications. Each location shall be easily accessible for maintenance purposes. Pull boxes shall not be placed in a known flood-prone area or drainage ditch. A fiber optic cable label shall be attached to each fiber optic cable located within a pull box.

### 3.8.1. Cabling and Conductors

- a. Design Requirements
    - i. The Developer shall design conductors and cables utilizing a minimum of #12 AWG for all electrical conductors. All cabling and conductors shall meet the CDOT standards and the National Electric Code (NEC). All electrical items shall be inspected by the state electrical inspector; and
    - ii. All video-device control cables and connectors shall be designed in accordance with the manufacturer's recommendation and the CCTV camera manufacturer's signal attenuation requirements.
  - b. Construction Requirements
- All cables shall be installed per the manufacturer requirements for each device or the requirements found in the Project Special Provisions, Appendix A to this Section 3. The maximum conduit fill ratio for both new and existing conduits shall be in accordance with the NEC.

### 3.8.2. Dedicated Short Range Communications Radios

The Developer shall install Dedicated Short Range Communications (DSRC) radios, Road Side Unit (RSU) between Pecos St. and Tower Rd. The DSRC radios, RSU shall be deployed to allow vehicle-to-infrastructure communications and support multiple applications.

- a. Design Requirements
  - i. The Developer shall prepare a design to place DSRC radio, RSUs in such a manner that a vehicle equipped with connected vehicle technology traveling in any lane, including the General Purpose Lanes and Tolloed Express Lanes, in both directions, shall be able to have constant communications with at least one DSRC radio, RSU throughout the Project limits. DSRC radio, RSUs shall be installed at spacings of a maximum of one half mile, or closer spacing if necessary, to meet communication requirements. More closely spaced placements shall be necessary to provide constant communications to the CTMC and to motorists to allow for traveler information. Communications are required

- at critical locations that may be affected by weather conditions, accidents, traffic congestion, and events;
  - ii. Locations expected to have a high density of connected vehicle field equipment may include roadway stretches with historically high congestion, on and off ramps, major interchanges, and other spot locations;
  - iii. DSRC radio, RSU shall be mounted on ITS infrastructure such as breakaway steel poles, camera poles or overhead sign structures. If colocation on an ITS pole or sign structure is not feasible, a new ITS breakaway steel pole shall be used; and
  - iv. The Developer shall furnish new DSRC radio, RSUs and all associated equipment necessary to achieve a fully-functioning system. Prior to ordering RSUs, Developer shall provide product specifications for Acceptance by the Department.
- b. Construction Requirements
- i. The Developer shall furnish all DSRC radio, RSU and carry out all installation, field-testing, and burn-in of the system per the manufacturer's recommendations and the Project Special Provisions, Appendix A to this Section 3. Refer to Testing and Integration Plan included in the Reference Documents for testing requirements;
  - ii. Each device shall be connected and communicated over the same network as ITS installation and have sufficient bandwidth for future connected vehicle applications (which may be different systems);
  - iii. Each device shall be connected to CDOT's communication system using fiber optic laterals, CDOT's fiber optic backbone and communications to a CDOT's node building. The Developer shall work with the Department's ITS staff to ensure acceptable communications to CTMC; and
  - iv. The Developer shall provide power and all necessary equipment. Power service shall be through nearby electrical service drop.

### **3.9. Salvaging of Materials**

The Developer shall salvage all existing ITS equipment that is affected by the Construction Work. Salvaged equipment shall be delivered to the Region 1 office located at 18500 East Colfax, Aurora Colorado 80011. The delivery shall be coordinated with the Department 48 hours in advance.

### **3.10. Integration and Testing**

- 3.10.1. Integration and testing shall be conducted for all ITS devices and components that meet any of the following criteria:
- a. A new device and/or cabinet supporting the device has been installed;
  - b. A device and/or cabinet supporting the device has been relocated;
  - c. The communications path between the devices and the local cabinet has been disturbed and/or relocated; and
  - d. A new communication path to a device has been established.
- 3.10.2. The Developer shall be responsible for the installation, communications design, terminations and integration of all ITS devices. This includes all DMS, CCTV cameras, MVRD, TTI, ATR, RWIS, LUS, VTMS, SMVMS, ramp metering systems, DSRC radio, and all associated cabinets. All modifications to the CTMS will be performed by the Department.

- 3.10.3. The Developer shall submit acceptance test procedures for all DMS, VTMS, LUS and SMVMS in accordance with the manufacturer's guidance for Acceptance by the Department. The test procedure shall be performed in the presence of the Department and the manufacturer's representative. The test shall also include the use of the latest version of the NTCIP Exerciser, or equivalent, to demonstrate that no proprietary protocols have been used and that the local and central software are NTCIP compliant. The Developer shall notify the Department at least 30 Calendar Days prior to the test date.
- 3.10.4. For all devices connected to the fiber optic communication network, integration shall include field site integration and subsystem integration.
- 3.10.5. The Developer shall perform the Department's testing procedures provided in the Central 70 Testing and Integration Plan included in the Reference Documents. This test plan does not encompass all testing procedures for all ITS elements and infrastructure. For all other devices not listed in the Testing and Integration Plan, the Developer shall develop a test plan according to the manufacturer's recommendations for conducting system and subsystem testing and submit it to the Department for Acceptance. Developer shall completely develop testing and integration so that every device and equipment is tested for functionality and integration. No testing shall be performed until the Department has Accepted the test plan. The Department ITS may adjust the proposed testing schedule by up to 30 Calendar Days, at no cost to the Department, to accommodate availability of personnel. The Department staff member or an authorized Department representative will witness and sign off on all tests.
- 3.10.6. The test plan shall include the following tests:
  - a. The fiber optic cable testing shall be performed based on the requirements found in the Central 70 Testing and Integration Plan included in the Reference Documents;
  - b. A local field operations test shall be performed for all devices such as for each DMS, SMVMS, RWIS, CCTV camera, MVRD, TTI, ATR, ramp metering system, and DSRC radios to demonstrate that all hardware, cables, and connections furnished and installed by the Developer operate correctly and that all functions are in accordance with the requirements described herein. Verify the power supply voltages and the functionality of the cabinet fans and heaters. Provide the Department a 30 Calendar Day pretest notification and test completion notification. In addition, the Developer shall prepare a CDOT Device Data Sheet for each installed device and submit to the Department for Acceptance;
  - c. Developer shall set up an ITS test laboratory for all variable message sign types, LUS, CCTV camera, Ethernet Switches, and DSRC radios. See Project Special Provisions, Appendix A to this Section 3 for test laboratory requirements;
  - d. A subsystem communication throughput test over the communication path between each field device and the communications hub. The testing shall occur after all communication installation for a particular site has been completed, the communication paths between the device and the communications hub have been functional for at least 48 hours, and all fiber optic tests have been successfully passed. The Developer shall notify the Department at least 30 Calendar Days prior to beginning testing;
  - e. After successful completion of all subsystem test procedures and after all I-70 Mainline lanes, as well as ramps are open, test each site for proper communication operation for 90 Calendar Days. During the testing period, all equipment at the site that was provided, installed, or relocated by the Developer shall operate without failures of any type. If any component malfunctions or fails to provide the capabilities specified herein during the 90 Calendar Day test period, within 72 hours of notification by the Department, troubleshoot to find the exact cause of the failure. The cost of correcting equipment malfunctions shall be the responsibility of the Developer. After the component malfunction has been corrected to the satisfaction of the Department, restart the 90 Calendar Day test period; and

f. For all components which integrate with the ETC system, a system connectivity test shall be conducted in coordination with the ETC System Integrator.

3.10.7. Documentation indicating successful passing of each test shall be submitted to the Department for Acceptance.

**3.11. Training and Documentation**

The Developer shall provide the Department with instruction in the operation and maintenance of the hardware and software associated with the ITS equipment and infrastructure. The Developer shall also provide documentation for all ITS equipment.

**3.12. Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance or Acceptance in accordance with the specified timeframes:

**Table 3-1 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Acceptance</b>	<b>Schedule</b>
Plan for Maintenance of ITS during Construction	Acceptance	Prior to disruption of communications or device outages.
ITS and ETC Device, Equipment , Communications and related infrastructure plans, with existing and proposed Utilities	Acceptance	30 Calendar Days after issuance of NTP 2
ITS and ETC Device and Equipment order for each device; CDOT Form 1411	Acceptance	30 Calendar Days prior to placing order of device or equipment
ITS, ETC Devices and Equipment and Fiber ordering, install, testing schedule	Acceptance	30 Calendar Days after issuance of NTP 2
Conduit Duct Bank plans	Acceptance	30 Calendar Days after issuance of NTP 2
Node Building at I-70/Airport Blvd. plans	Acceptance	30 Calendar Days after issuance of NTP 2
Electrical Power conduit and plans	Acceptance	30 Calendar Days after issuance of NTP 2
Testing and Integration Plan for ITS and ETC equipment	Acceptance	30 Calendar Days after issuance of NTP 2
Fiber allocations, splicing diagrams and network drawings with all Elements included (network plans)	Acceptance	30 Calendar Days after issuance of NTP 2
CDOT data collection worksheet for each ITS and ETC piece of equipment	Acceptance	30 Calendar Days after issuance of NTP 2
Successful OTDR fiber cable trace results, power meter results, spectrum analyzer results including both pre-attenuator and post attenuator installation.	Acceptance	10 Calendar Days after successful test results have been reached.
Central 70 Testing and Integration Plan Deliverable Checklist and Forms.	Acceptance	30 Calendar Days after successful test results have been reached.

**3.13. Appendices**

- Appendix A Project Special Provisions
- Appendix B Responsibility Matrix

**Appendix B  
Responsibility Matrix**

Responsibility	Developer				ETC System Integrator			Zayo			Department			CCD
	Design	Construct	Maintain During Construction Period	Maintain During Operating Period	Design	Construct	Maintain During Operating Period	Design	Construct	Maintain During Operating Period	Design	Construct	Maintain During Operating Period	Maintain Post Construction
Conduit Duct Bank and Fiber														
Conduit-next to I-70	X	X	X (includes existing)				X			X			X	X
Fiber Shared Resource- Zayo								X	X	X				
Fiber Backbone - Department			X					X	X				X	
Fiber Backbone - CCD								X	X					X
Fiber/Conduit Laterals CDOT	X	X	X (includes existing)										X	
Fiber/Conduit Laterals ETC	X	X	X				X							
Fiber/Conduit Laterals CCD	X	X	X (Includes existing)											X
Utility Service														
Power service including service to all ITS and ETC devices and cabinet	X	X	X				X						X	
Established metered service to all ITS and ETC devices							X						X	
Location, Protection of ITS and ETC systems and Devices														
Existing ITS devices			X											
ITS and ETC			X	X (Infrastructure)			X						X (Devices)	
Variable Message Signs, Closed Circuit Television Cameras, Travel Time Indicators, DTD ATR's, Doppler Radar, RWIS, Enhanced ATM Elements, DSRC														
Devices	X	X	X										X	
Coordinate with CTMC	X	X	X										X	
Modifications to CTMC's software											X		X	
Modification to CTMC's software											X		X	
ATM devices added to CTMS		X	X								X		X	
Civil Infrastructure														
ITS sign structures, poles, cabinets and foundations, manholes, pullboxes	X	X	X	X										
Variable Toll Message Signs														
VTMS system and associated equipment	X	X	X										X	
VTMS into ITS operating system					X	X					X		X	
Automatic Vehicle Identification Reader														
AVI antennas and readers			X	X	X	X	X						X	
Structure and miscellaneous hardware at tolling points	X	X	X	X										
Automatic License Plate Recognition Cameras and Loop Detector Wire														
ALPR cameras and loop detector wire					X	X	X						X	
Support system for the ALPR	X	X	X	X										
Electronic Tolling Lane Controller														
Lane controller					X	X	X						X	

Responsibility	Developer				ETC System Integrator			Zayo			Department			CCD
	Design	Construct	Maintain During Construction Period	Maintain During Operating Period	Design	Construct	Maintain During Operating Period	Design	Construct	Maintain During Operating Period	Design	Construct	Maintain During Operating Period	Maintain Post Construction
ALPR camera, transaction status indicator beacon					X	X	X						X	
Transaction Status Indicator Beacons														
Transaction Status Indicator Beacons					X	X	X						X	

**Appendix A**  
**Project Special Provisions for ITS and Tolling Equipment Elements**

The following special provisions supplement or modify the *Standard Specifications* and take precedence over the *Standard Specifications* and plans. The provisions of Appendix A to Schedule 10A Applicable Standards and Specifications apply to these Project Special Provisions.

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**REVISION OF SECTION 604  
CDOT ITS MANHOLE (TRAFFIC MANAGEMENT SYSTEM)**

Section 604 of the Standard Specifications is hereby revised for this Project to include the following:

**DESCRIPTION**

Traffic Management System (TMS) manhole shall include the installation of manholes for the Traffic Management System at locations approved by the Department.

**MATERIALS**

Manhole (TMS) shall be pre-cast concrete, circular or square, with a base and cast iron frame ring and cover. Each manhole, frame, and cover shall conform to American Association of State Highway and Transportation Officials (AASHTO) HS20-44. Manholes shall be capable of accepting concrete grade rings to add height to raise the ring and cover to a future finished grade.

Pre-cast units shall be provided with factory-installed knockouts that will permit the installation of a minimum of six two-inch conduits. The factory-installed knockouts shall be at a depth of three feet below the top of the manhole. The manhole shall have a detachable cover that has a skid-resistant surface and have the words "CDOT COMM" physically impressed on its top. The cover shall be attached to the manhole body by screw-in bolts.

Each Manhole shall include all hangers and hooks that accommodate all proposed fiber and communication cabling. Fiber management hangers and hooks for fiber coils and splice canisters shall be of sufficient quantity to hang each backbone and lateral cable installed in the manhole separately on its own set of hangers.

**CONSTRUCTION REQUIREMENTS**

The Contractor shall neatly excavate the site of manhole installation. A minimum of 12 inches of ¾ inch granite-gravel shall be placed below the manhole.

In pavement and sidewalks, the top of the manhole shall be flush with the existing grade. Outside of pavement and sidewalks, the top of the manhole shall be two inches above existing grade.

Backfill around the manhole excavation shall conform to Section 206, Structure Backfill (Class 2).

Fiber optic cable coils shall be tied to each cable rack with plastic cable ties. The Contractor shall coil the fiber cable per the manufacture's recommendations. If hangers are not factory installed in the manhole, the bolts shall be installed in the manhole walls by means of either an epoxy compound or expansion type fitting. Conduit that enters the manhole base shall have sweeps attached so conduit entrance is elevated a minimum of six inches above the bottom of the manhole.

Manhole (TMS) will include marking conduit ownership in each, the manhole, excavation and backfill, hooks to hang coils, all cable innerduct, conduit inside manhole, all hardware, as well as all equipment and labor necessary to install the manhole per these Special Provisions. Capping and sealing the conduits shall be included. Backfill for Manhole (Traffic Management System) shall conform to Section 206, Structure Backfill (Class 2).

## **REVISION OF SECTION 612 CDOT ITS LOCATION MARKERS**

Section 612 of the Standard Specifications is hereby revised for this Project to include the following:

### **DESCRIPTION**

Contractor shall furnish and install location markers for identifying fiber optic conduit and other utility conduit at locations shown on the plans.

### **MATERIALS**

Location Marker (Fiber Optic) (Dome) shall be made of non-conductive high-density polymer, and shall be integrally white in color with an orange cap. All colors shall be stabilized against ultraviolet light such that they will not fade under continuous exposure to direct sunlight. The marker shall retain dimensional stability in temperatures ranging from -40° F to 175° F. In some instances when markers are installed on National Forest Service Lands the location marker shall be brown (Federal Standard Color 20059 or approved by the Department) in color.

The Location Marker (Fiber Optic) (Dome) shall include a label with CDOT contact information and the designation of "FIBER OPTIC CABLE". The label shall have black lettering on an orange background. The label shall include the highway milepost of the Pull Box or Manhole (TMS). The mile post shall be to the nearest hundredth mile. This label shall be placed below the "FIBER OPTIC CABLE" warning label. When markers are installed on National Forest Service Lands the dome marker label shall have black lettering on a brown (Federal Standard Color 20059 or approved by the Department) background. The Contractor shall provide the label submittal to the Department.

Location Marker (Utility) (Flat Slat) shall be made of fiberglass reinforced composite, and shall be orange or red in color. The marker shall retain dimensional stability in temperatures ranging from -40° F to 175° F. In some instances when markers are installed on National Forest Service Lands the location marker shall be brown (Federal Standard Color 20059 or approved by the Department) in color.

The Location Marker (Utility) (Flat Slat) shall include a label with CDOT contact information and the designation of "ELECTRICAL CABLE" or "TELEPHONE CABLE". The label shall have black lettering on a red background for electrical and black lettering on an orange background for telephone. In some instances when markers are installed on Forest Service Lands the flat marker label shall have black lettering on a brown (Federal Standard Color 20059 or approved by the Department) background. The Contractor shall provide the label submittal to the Department for approval.

Concrete footing for dome marker shall be 18 inches x 18 inches x 12 inches per Project detail. Concrete footing shall be Concrete Class B and shall be in accordance with Section 601.

### **CONSTRUCTION REQUIREMENTS**

Location Marker (Fiber Optic) (Dome) shall be installed at all Pull Box and Manhole (TMS) locations that contain fiber optic cable. Intermediate markers shall be installed at 1000 foot spacing along each conduit run.

Location Marker (Utility) (Flat Slat) shall be installed at utility pull box and manhole locations and utility point of service to identify both electric and telephone communication lines. Contractor shall designate the utility line with a marker installed mid-point between the utility point of service and the device.

**REVISION OF SECTION 613  
CDOT AND CCD ELECTRICAL CONDUCTOR IDENTIFICATION**

Section 613 of the Standard Specifications is hereby revised for this Project as follows:

Section 613.08 shall include the following:

All electrical conductors shall be tagged as follows:

Electrical conductor cable tags shall be located below the termination in the base of the street light, in the pull box, in the pedestal and at the point of termination to existing facilities of the Local Utility Company supplying electrical service. The tags shall be attached with a cable tie. The information written on the tag shall include the direction and approximate length of cable feeds running from where to, etc.

Each incoming conductor shall be individually color coded with 1 tape mark, while outgoing conductors shall have 2 tape marks.

Example:

FEEDS TO PULL BOX  
50' NORTH & 75' WEST  
THEN TO HIGHWAY SIGN

FEEDS FROM XFMR  
250' SOUTH & 75' EAST  
200' WEST

Uniform tags are available in a Tag Kit. The Tag Kit consists of: 100 tags, 3 part yellow with 1 hole, 100 black nylon ties and 1 black permanent marker.

Size	2-1/2" X 5"
Standard Package	Kit
Weight, Kit, Approx.	1.5 Pounds
Color	Yellow

## **REVISION OF SECTION 613 CDOT ELECTRICAL CONDUIT**

Section 613 of the Standard Specifications is hereby revised for this Project to include the following:

### **DESCRIPTION**

This work includes furnishing and installing new High-Density Polyethylene (HDPE) and Polyvinyl Chloride (PVC) electrical conduit and fittings for use with fiber optic cable, electrical conductors, and communications cabling.

### **MATERIALS**

All materials furnished, assembled, fabricated, or installed under this item shall be new, Underwriters Laboratories (UL) listed, corrosion resistant and National Electric Code (NEC) compliant. Materials shall be submitted to the Department for approval.

Electrical conduit shall be Schedule 80. Electrical conduit and fittings shall be UL listed.

HDPE conduit and fittings shall be certified by the manufacturer as meeting American National Standards Institute (ANSI) ANSI/UL 651A. PVC conduit and fittings shall be certified by the manufacturer as meeting ANSI/UL 651. The manufacturers shall be International Organization for Standards (ISO) ISO 9001 compliant.

All HDPE conduit shall be factory lubricated, low-friction, high-density conduit constructed of virgin high-density polyethylene resin. HDPE conduit shall be capable of being coiled on reels in continuous lengths, transported, stored outdoors, and subsequently used for installation, without affecting its properties or performance.

Each conduit shall be equipped with a pull tape. The pull tape shall have a minimum tensile strength of 1800 pounds and be of a design and manufacture that prevents cutting or burning into the conduit during cable installation. The pull tape shall include a continuous 22 gauge tracer wire. Splices in the pull tape and tracer wire may occur inside manholes and pull boxes and shall not be permitted inside conduit.

A minimum 12 gauge tracer wire shall be included in conduits containing fiber optic cable.

### **CONSTRUCTION REQUIREMENTS**

All conduit and fittings installation shall conform to the NEC.

Electrical conduit installed using a trenchless technology such as directional boring shall be HDPE.

Electrical conduit that is installed by direct burial methods such as plowing, open trenching, or other excavation methods shall be PVC or HDPE.

Prior to construction, the Contractor shall submit a trenching and boring plan to the Engineer for approval. The plan shall show the limits of the planned work areas and the areas of anticipated disturbance. All disturbances outside the planned work areas created by Contractor's operations shall be restored to their original condition at the Contractor's expense.

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### **REVISION OF SECTION 613 CDOT ELECTRICAL CONDUIT**

During construction operations, the Contractor shall maintain boring logs that include the depth at specific distances along the bore. Boring logs shall be submitted on a weekly basis.

Excavations and conduit installation shall be performed in a continuous operation. All trenches shall be backfilled by the end of each shift. Material from trenching operations shall be placed in a location that will not cause damage or obstruction to vehicular or pedestrian traffic or interfere with surface drainage.

The Contractor shall be responsible for damage due to over-excavating a trench and heaving damage to the existing asphalt and concrete mat, caused by equipment directly and by dislodging rocks or boulders. All damage from over-excavation and heaving shall be repaired at the Contractor's expense. The Contractor shall bear the cost of backfilling all over-excavated areas with the appropriate backfill material approved by the Engineer.

The Contractor shall restore all surface materials to their original condition or better, including but not limited to pavement, sidewalks, sprinkler systems, landscaping, shrubs, sod, and native vegetation that is disturbed by the conduit installation operation. All repairs shall be included in the cost of the conduit.

The Contractor shall use UL listed splice couplings that comply with the NEC. All associated work to splice the conduit shall be included in the cost of the item. The coupling technology used to connect conduit ends shall require no special tools and form a watertight, airtight seal. The breaking force between segments shall exceed 250 pounds. Conduit splices shall be kept to a minimum and all such locations shall be approved and inspected by the Engineer and the authority having jurisdiction. Additional pull boxes shall not be substituted for conduit splices.

Conduit plugs that are watertight, removable, mechanical and equipped with a tie rope for connection to a pull rope and pull tape shall be supplied and installed in all open conduit ends as soon as the conduit is installed. Conduit shall be plugged at all termination points including, but not limited to pull boxes, manholes, controller cabinets and node buildings. Conduits containing cable shall be plugged with durable and reusable split type plugs, fabricated without metallic parts. The plugs shall allow easy removal and reinstallation around in-place cables. Split type plugs shall provide a watertight and airtight seal of at least 22 pounds per square inch. They shall be installable by hand without using tools and without damaging the cable. All plugs shall be correctly sized to fit the conduit being plugged.

All conduits shall use sweeps to elevate the buried conduits to the final grade within a pull box or manhole. The sweeps shall be terminated within the pull boxes and manholes to allow for easy installation and removal of conduit plugs. The sweeps shall be set above the ground surface of the inside of the pull box at a height that does not interfere with coiling of the fiber optic cable.

All conduits terminating in a pole or sign structure shall extend to a point 6 inches below the handhole in the pole or structure.

All conduit runs containing fiber optic cable shall have a limited number of bends. The sum of the individual bends on a single conduit run between any two pull points shall not exceed 270 degrees. No individual bend shall exceed 90 degrees. All conduit bends shall have a minimum acceptable radius of 48 inches for 90 degree bends and for conduit containing fiber optic cable and 24 inches for all other bends. HDPE conduit minimum bending radius shall conform to Table 354.24 in the NEC.

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**REVISION OF SECTION 613  
CDOT ELECTRICAL CONDUIT**

New conduits may be installed into existing pull boxes, manholes and cabinet bases, and the Contractor shall carefully excavate around the existing facility and install the new conduit as shown on the plans. The Contractor shall not damage the existing facility or its contents. If the existing conduit, pull box, lid and concrete collars are damaged during conduit installation, the Contractor shall restore the damaged item or section to current CDOT requirements at no additional cost to the Project.

Conduit shall always enter a pull box, manhole, cabinet base and all other structure types from the direction of the run only.

All conduits ends shall be free from sharp edges and burrs.

Conduit shall also include all groundwork, lubricants, anchors, bands, skids, sweeps, pull rope, pull tape, copper tracer wire, adaptors, fittings, splice couplings, conduit plugs, foam sealant, installation equipment, mounting brackets and hardware, structure anchors, adhesives, labor and all other items necessary to complete the work.

## **REVISION OF SECTION 613 CDOT PULL BOXES**

Section 613 of the Standard Specifications is hereby revised for this Project to include the following:

### **DESCRIPTION**

Contractor shall furnish and install fiberglass reinforced polymer concrete pull boxes and concrete aprons.

### **MATERIALS**

Pull boxes shall be verified by a 3rd Party Nationally Recognized Independent Testing Laboratory as meeting all test provisions of American National Standards Institute/Society of Cable Telecommunications Engineers (ANSI/SCTE) 77, 2013 Specification for Underground Enclosure Integrity, Tier 22 rating. Pull boxes shall be Underwriters Laboratories (UL) listed. Certification documents shall be submitted with material submittals.

Each pull box shall have an Electrical Marker System (EMS) locator disk manufactured into the lid for communication line locating. The locator disk shall be compatible with a CDOT cable locator and utilize the APWA Uniform Color Code standard for visual reference, if disk is observable on the exterior of the lid. The locator disk shall utilize the proper locate frequency for the pull box type.

Pull boxes 24 inches by 36 inches and larger shall have removable split lids with a removable metal center support beam. Lid segment weight shall not exceed 100 pounds.

One piece lids shall have a minimum of two lift slots per lid, while split lids shall have a minimum of one lift slot per lid. Lift slots shall be rated for 3,000 pounds.

Pull box removable lids shall be provided with a skid-resistant surface and have the words "CDOT FIBER", or "CDOT POWER", as well as "EMS MARKER EMBEDDED IN COVER" and the tier level rating cast into the surface. Painting of words shall not be accepted. The cover shall be attached to the pull box body by means of 3/8 inch x 7 inch lag thread hex head stainless steel bolts.

Test point locations shall be integrated into the pull box lids to provide for attachment of test leads of various connector types for underground conduit tracing. The minimum number of test point locations shall equal the number of conduit banks entering the pull box, up to a maximum of five test points. Pull boxes with split lids shall have the test points on one split lid section only. Pull box lids shall be furnished with 3/8 inch x 1/16 inch deep recesses at locations adjoining each test point for the application of direction arrow symbols indicating the direction of underground conduit exiting the pull box. Recesses shall be thoroughly cleaned with alcohol prior to applying arrow symbols.

Wire mesh shall be installed in a manner to completely surround the box. The wire mesh shall meet the material standard ANSI/American Society of Testing and Materials (ANSI/ASTM) A555-79 and made of T-304 stainless steel, 0.025 inch wire diameter minimum and shall have a spacing of 10 mesh per inch.

Pull boxes installed in dirt or landscaped areas shall have a Class B concrete apron or a pre-cast polymer concrete apron. Class B concrete shall be in accordance with Section 601.

The pre-cast polymer concrete apron shall be non-metallic, non-conductive, and UV resistant, and shall include two lifting slots for placement in the field. The pre-cast polymer concrete apron shall be a minimum 4 inches deep and shall extend 11 inches (minimum) from each side of the pull box. The gap

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### **REVISION OF SECTION 613 CDOT PULL BOXES**

between the pre-cast polymer concrete apron and outer wall of the pull box shall be a maximum of ½ inch.

Pull Box (Surface Mounted) shall be aluminum type with a hinged front door and have at least a National Electrical Manufacturers Association (NEMA) 3R rating. The hinged door shall be provided with both a weather tight seal and an aluminum hasp. Surface mounted pull boxes shall be approved by the Department.

### **CONSTRUCTION REQUIREMENTS**

A minimum of 12 inches of ¾ inch granite-gravel shall be installed as a base for the pull box. The granite-gravel shall be free of dirt and debris and spread evenly to facilitate a level base for the pull box. The Contractor shall ensure that sufficient compacting is made prior to the installation of granite-gravel to alleviate future settling.

Wire mesh shall be installed in to completely surround the box. The wire mesh shall be installed prior to the installation of the pull box above the bed of ¾ inch granite-gravel and extending one foot past the outer edges of the concrete apron. The wire mesh shall be gently cut to allow only the entrance of the conduit through at the bottom of the box. All openings cut in the wire mesh that are larger than the diameter of the conduit shall be covered with additional wire mesh in a manner to completely surround the pull box with wire mesh.

Tracer wire shall be attached to the trace test points on the underside of the pull box lid. Each trace wire shall be attached to an individual trace point, no two wires shall be attached to the same point. The Contractor shall coil an additional 6 feet of tracer wire inside the pull box to ensure that the tracer wire will not disconnect from test points when the lids are removed.

At pull boxes installed in dirt and landscaped areas, the Contractor shall install a concrete apron or a pre-cast polymer concrete apron around the edges of the pull box. Three sides of the concrete apron shall measure 12 inches wide by 6 inches deep and one side shall measure 18 inches wide by 6 inches deep. The apron side measuring 18 inches wide by 6 inches deep shall be located on the edge of the pull box furthest from the roadway, and shall contain a 4 inch diameter round knockout for fiber optic marker installation. Pull boxes shall not be installed above the grade of the apron. The concrete apron shall have a 1 percent slope away from the top of pull box to allow for drainage.

Surface mounted pull boxes shall be mounted on or embedded into hard surfaces such as bridge decks, concrete barriers, retaining walls, or buildings, as approved by the Department. Surface mounted pull boxes shall be attached using 3/8 inch epoxy anchors or other methods approved by the Engineer. Surface mounted pull boxes shall not be used for ground installations. Pull rope and tracer wire shall be installed in surface mounted pull boxes.

Pull Boxes will include base, lid, integrated location disk, integrated test points, arrow symbols, excavation, backfill, concrete apron, wire mesh and ¾ inch granite-gravel. Pull Boxes shall also include the removal and patching of pavement, sidewalks, curb and gutters and their replacement in kind to match existing grade.

**REVISION OF SECTION 613  
ELECTRICAL CONDUIT (LIQUIDTIGHT FLEXIBLE METAL)**

Section 613 of the Standard Specifications is hereby revised for this Project to include the following:

**DESCRIPTION**

This work includes furnishing and installing new liquidtight flexible metal conduit (LFMC) and fittings for use with fiber optic cable, electrical conductors and communications cabling. All underground-to-aboveground and aboveground conduit installations shall utilize LFMC.

**MATERIALS**

All materials furnished, assembled, fabricated, and installed under this item shall be new, Underwriters Laboratories (UL) listed, corrosion resistant, and National Electric Code (NEC) compliant.

LFMC shall meet UL safety standard UL 360 –*Liquid-Tight Flexible Metal Conduit*.

The LFMC shall be rated for use in wet locations.

For below ground to above ground transitions, LFMC to Polyvinylchloride (PVC) coupling and LFMC to High Density Polyethylene (HDPE) coupling shall be listed for use.

**CONSTRUCTION REQUIREMENTS**

Prior to installation, the Contractor shall submit technical data sheets for all conduit types, couplings, fittings, elbows, L-bends, mounting hardware, conduit plugs, and sealing plugs to the Engineer for written approval.

LFMC shall be installed in all below ground to above ground conduit transitions. Below ground, the Contractor shall couple the LFMC conduit to the below ground conduit using approved coupling technology that is listed for use with LFMC.

Above ground LFMC shall be installed between pole-mounted communications cabinets and device poles. LFMC shall be installed between Variable Message Sign (VMS) housing and the VMS support structure. For above ground LFMC entries into cabinets, poles, and VMS housings, the Contractor shall use fittings listed for use with LFMC. At entries into cabinets, poles, and VMS housings, the Contractor shall ensure that the entry hole is free from sharp edges and burrs.

The Contractor shall use factory drilled entries for connection of LFMC to cabinets, poles, and VMS housings. If the LFMC is to be used on an existing structure or cabinet on which no factory drilled entry exists, the Contractor shall receive approval from the Department prior to field drilling cabinets, poles, and VMS housings.

At field drilled steel poles, the Contractor shall repair all damaged galvanizing by hot dip or metallizing process as described in American Society for Testing and Materials (ASTM) ASTM A780 or shall paint with one full brush coat of a zinc-rich paint meeting Military Specification Department of Defense (DOD) DOD-P-21035A. Spray can applications of zinc will not be allowed. LFMC installation shall conform to the requirements of NEC Article 350 LFMC and shall be secured and supported per NEC Article 350.30.

**REVISION OF SECTION 613  
SERVICE METER CABINET**

Section 613 of the Standard Specifications is hereby revised for this Project as follows:

Subsection 613.01 shall include the following:

This work consists of the installation of a Service Meter Cabinet including the preformed polymer concrete footing, meter cabinet, mounting hardware, Cabinet mounting base, power cables, UV-resistant cables and connection to the power source and all required wires and wiring to facilitate a fully functioning service meter Cabinet at locations as shown on the plans.

Add subsection 613.09 (a) as follows:

(a) *Service Meter Cabinet*

The Service Meter Cabinet shall be NEMA 3R and shall be UL 508 listed as industrial control panel service equipment. It shall have the ability to be padlocked at the location shown on the Service Meter Cabinet detail.

Utility metering compartment shall be protected with a hinged, pad lockable hood.

Service conductor terminations shall be accessible by a removable cover.

The Service Meter main shall be 100 amp minimum, with voltage range of 120V – 480V.

The Service Meter Cabinet shall be compatible with both ringless and ring-type meter sockets, and with 4-7 terminals.

Exterior of the Service Meter Cabinet shall be a gray powder-coated aluminum, with a thickness of 0.125 inches which is rain and dust impermeable and electrically welded and reinforced where required.

The Service Meter Cabinet shall have a swing dead front door compartment with distribution and control equipment that is secured with both a latch and a pad lockable draw latch outer door.

All nuts, bolts, screws and hinges shall be stainless steel and not visible from outside the meter Cabinet.

Service Meter Cabinet and polymer concrete foundation shall have a divider to separate the service and load conduits/ conductors.

The Service Meter Cabinet shall provide accommodation for four, single branch circuit breakers at a minimum, not including the main breaker. Circuit breakers shall be cable-in, cable-out with line on top, and load on bottom. Handle position shall be up = ON, down = OFF.

The polymer concrete foundation shall have 1/2 inch-13 unified course (UNC) through bolt inserts for mounting the Service Meter Cabinet.

The polymer foundation shall pass the most recent addition of the ANSI/SCTE 77 6.0, 6.1, 6.2, 6.3, 6.4 & 6.5 environmental test, including a five percent solution of magnesium chloride.

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### **REVISION OF SECTION 613 SERVICE METER CABINET**

The divider plate between the service conduit and load conduit shall be full depth of foundation and be made of preformed polymer concrete.

All materials furnished, assembled, fabricated or installed shall be new, corrosion resistant and in strict accordance with the details shown on the Service Meter Cabinet detail and in these Technical Specifications.

#### **Functional Characteristics:**

The Service Meter Cabinet shall provide a viewing window in which the meter shall be readable while providing a vandalism resistant enclosure. Viewing window shall be comprised of bullet resistant polycarbonate resin thermoplastic.

#### **Physical Characteristics:**

Refer to the Service Meter Cabinet detail for specific dimensions and tolerances.

### **CONSTRUCTION REQUIREMENTS**

Add Subsection 613.03(a), Service Meter Cabinet:

The Contractor shall go through the Colorado State Electrically Board to acquire the electrical installation permit prior to the installation of the meter Cabinet equipment for all CDOT owned and maintained traffic signal and lightning.

Installation shall conform to the latest edition of the National Electrical Code (NEC) and the Authority Having Jurisdiction.

The Service Meter Cabinet foundation shall be polymer concrete with fiberglass reinforcement. The pad shall be continuous cloth reinforcement on the inside and outside perimeters.

The Service Meter Cabinet shall be factory wired and inspected by the Engineer prior to installation.

Construction methods shall conform to the requirements of Section 614.10 (c), Section 614.10 (d) and Section 614.10 (j).

The Contractor shall certify the records of the testing including grounding, voltage drop (within 3 percent) and other required tests as meeting specification requirements and submit the records to the Engineer.

Subsection 613.11 shall include the following:

Service Meter Cabinet will include the foundation, all internal wiring, hardware, polymer foundation, excavation, meter, back fill, disposal of excess excavation, crushed rock, UNC inserts and everything shown on Meter Cabinet Detail excluding the conduit.

**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

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

**DESCRIPTION**

This work consists of furnishing and installing overhead, walk-in accessible Dynamic Message Signs (DMS), sign controller, and associated uninterruptible power supply (UPS) system, DMS equipment cabinet and cabinet foundations. The sign shall be fully compatible with the mounting hardware and support structure designed by the Developer. The DMS shall be equipped with the ability to display 3 lines of text at a height of 18-inch tall characters and 18 characters per line, and shall have a display made up of a full color matrix configuration. The DMS shall be equipped to display 24 bit color messages and graphics using red green and blue Light Emitting Diodes (LEDs). The sign shall have 32-35 mm pixel spacing. The color LEDs shall have a viewing angle of 30 degrees. The sign shall include a main service power shut off mounted to the sign structure. The sign shall be capable of operating without any decrease in performance over a temperature range of -34° F to +140° F with a relative humidity of 0 to 99 percent, non-condensing. The UPS system shall be capable of running essential sign control electronics, communication equipment, and half of the pixels in the LED sign face allowing messaged display, and sign communication/control for a minimum of 8 hours depending on the number of batteries used.

**MATERIALS**

- a. *Certifications.* Prior to start of the installation of the DMS the Contractor shall provide the following certifications to the Engineer for review and approval:
  1. Certification showing that the manufacturer of the DMS is fully compliant with ISO 9001 as of the bid date for this Project. The ISO 9001 Certification shall apply to the facility, and to the design, fabrication, installation, and maintenance of the DMS. The facility where this company actually designs and manufactures the DMS shall be ISO 9001:2000 (or later) certified a minimum of one year prior to the bid date for this Project.
  2. Working drawings showing the sign housing and tilting brackets (if tilting brackets are used to achieve the required 3 degree sign face tilt) shall be sealed by an Engineer registered in the State of Colorado and shall be submitted in accordance with subsection 105.02. The sign housing shall be capable of withstanding a wind loading of 120 mph without permanent deformation or other damages. The sign housing shall also be designed and PE sealed to withstand current AASHTO specified group loading combinations.
  3. Certification showing that welding of the DMS housing is in accordance with the American Welding Society (AWS) Standards, ANSI/AWS D1.2-97. The DMS manufacturer's welders and welding procedures shall be certified by an ANSI/AWS Certified Welding Inspector to the ANSI/AWS D1.2-97 Structural Welding Code for Aluminum.
  4. Certification that all aluminum face materials have a coating that meets or exceeds the requirements of the American Architectural Manufacturers Association (AAMA) Specifications Publication No. 2605.
  5. Certification that the LEDs were tested and binned in accordance with the CIE Test Method A.

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**REVISION OF SECTION 614  
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6. Documentation and information on software as described in this document.
  7. Documentation verifying the DMS is listed by an accredited 3rd party testing organization for conformance to UL48 and UL 1433.
  8. All workmanship shall comply with IPC-A-610C, Class 2 titled "Acceptability of Electronic Assemblies",
  9. Documentation providing proof PCB silicon conformal coating conformance to MIL-I-46058C Type SR and IPC-CC-830.
  10. Documentation that the sign's structural integrity is in conformance with the current AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals.
  11. Documentation that the DMS conforms to the Transient Protection and Vibration of the NEMA Standard TS4, Section2.
- b. *Sign Housing.* All component parts shall be easily and readily accessible by a single person for inspection and maintenance. There shall be room for a technician to work. Access shall be made by entering both sides of the housing. The housing shall be weather tight, and compliant to the NEMA 3R Standard. The bottom panel of the housing shall have a minimum of four drain holes, with snap-in, drain filter plug inserts.

Any visible manufacturer's logo/trade name/reference on the VMS shall be placed on the bottom side of the access door or back panels of the VMS.

The sign housing shall be capable of withstanding a wind loading of 120 mph without permanent deformation or other damages. The sign housing shall also be designed, stamped and signed by a Professional Engineer to withstand current AASHTO specified group loading combinations including: sign weight, repair personnel and equipment, ice and wind loads. It shall also meet strength requirements for truck-induced gusts as specified in NCHRP Report 412. The sign housing shall be engineered to withstand snow loading of 40 pounds per square foot, as well as the ability to be mounted in a manner that prevents the buildup of snow and creates a natural means by which snow can run off without impeding flow of traffic. The performance of the sign, including the visibility and legibility of the display, shall not be impaired due to continuous vibration caused by wind, traffic or other factors. The housing shall be designed to accommodate mounting on the rear vertical plane and shall be structurally sufficient to be mounted to the sign support structure.

The LED VMS shall be built with a forward tilt angle of three degrees toward the viewing motorists. The sign housing and structural components for the tilting system if required by design shall be structurally sufficient to perform under all applicable loading conditions including gravity, wind, traffic, weather, roadway deicers, maintenance, and other environmental factors. Working drawings showing the sign housing shall be submitted in accordance with subsection 105.02. Working drawings shall be sealed and signed by an Engineer registered in the State of Colorado.

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All parts shall be made of corrosion resistant materials, such as plastic, stainless steel or aluminum. Painted steel is not acceptable. No self-tapping screws shall be used. The exterior front face surfaces shall be finish coated by a system that meets or exceeds the AAMA Specification No. 2605. The finish shall be matte black. The main body of the sign housing shall be constructed of aluminum. All exterior seams shall be continuously welded by an inert gas process, except for the coated fascia material.

Each panel shall have a single polycarbonate sheet attached securely to the inside of the aluminum panel. The polycarbonate sheet shall cover all of the pixel openings. The polycarbonate shall be sealed to prevent water and other elements from entering the DMS. The polycarbonate shall contain UV inhibitors that protect the LED display matrix from the effects of ultraviolet light exposure and prevent premature aging of the polycarbonate itself. The use of a plastic lens system will not meet the requirements and will be cause for rejection. No louvers shall be allowed.

Polycarbonate sheets shall have the following characteristics:

- Tensile Strength, Ultimate: 10,000 PSI
- Tensile Strength, Yield: 9,300 PSI
- Tensile Strain at Break: 125%
- Tensile Modulus: 330,000 PSI
- Flexural Modulus: 330,000 PSI
- Impact Strength, Izod (1/8", notched): 17 ft-lbs/inch of notch
- Rockwell Hardness: M75, R118
- Heat Deflection Temperature Under Load: 264 PSI at 270F and 66 PSI at 288F
- Coefficient of Thermal Expansion:  $3.9 \times 10^{-5}$  in/in/F
- Specific Heat: 0.30 BTU/lb/F
- Initial Light Transmittance: 85% minimum
- Change in Light Transmittance, 3 years exposure in a Southern latitude: 3%
- Change in Yellowness Index, 3 years exposure in a Southern latitude: less than 5%

LED display modules shall mount to the inside of the DMS front face panels and be accessible from the inside of the sign housing only. No tools shall be needed for removal and replacement of LED display modules.

The external front face panels shall have the following minimum dimensions: The perimeter panels shall be a minimum of 12 inches wide. The external front face panels shall be thermally insulated from the rest of the sign housing. The glazing, aluminum mask and the external front face panels shall be easily replaceable from within the sign housing.

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DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

The ventilation system shall be forced air. The system shall be designed to adequately cool the pixels from all sides along with the front and rear of the display module and all other internal components. The ventilation system shall have the following properties:

- (1) Positive pressure (exhaust fans are not acceptable).
- (2) The fans shall have ball or roller bearings, shall be permanently lubricated and shall require no periodic maintenance. The fans are to be positioned in such a manner so as to provide a balanced air flow to the ventilation system in the event of failure of any fan.

Access door shall be mounted to an integral doorframe, which mounts to the DMS housing using non-corrosive hardware. A continuous vertical stainless steel hinge shall support the door, and the door shall open outward towards the monotube structure. In the closed position, each door shall latch to its frame with a three-point draw-roller mechanism. The latching mechanism shall include an internal handle and release lever. Door release levers shall be located so that a person with no key and no tools cannot become trapped inside the housing.

Access doors shall be framed and swing open and lock in-place open at a 90 degree angle and 110 degree angle from the DMS housing end wall. The bottom edge of each door shall be at least 3.5-inches from the bottom edge of the DMS housing. This will provide clearance for the doors to swing open over external access platform.

The door will be fitted with an interior and exterior lockable heavy duty handle. Each Exterior door shall be furnished with a handle that is pad lock ready. Each door shall close around its flanged frame and compress against a closed-cell foam gasket, which adheres to the door. All doors shall contain a stop that retains the door in a 90 and 110-degree open position. When a door is open, the door and its stop shall withstand damaged by a 60 mph wind gust.

The DMS must be equipped with an OSHA compliant safety rail assembly, which when closed across an open access door, prevents service personnel from falling out of the DMS. DMS shall have a rail assembly to be provided for each door in the display. The rail assembly shall require no tools to open and close.

The door shall incorporate an open/closed sensor that is detectable by the sign controller and notifies the Central system control software whenever the door is accessed.

Minimum headroom of 72-inches shall be provided in the DMS housing. This free space shall be maintained across the entire width of the DMS housing, with the exception of structural frame members. Structural members shall be designed not to obstruct the free movement of maintenance personnel throughout the DMS interior.

A level aluminum walkway shall be installed in the bottom of the DMS housing. The walkway shall be a minimum of 24-inches wide and it shall run the entire length of the housing, from access door to access door. The walkway's top surface shall be non-slip and shall be free of obstructions that could trip service personnel. The walkway shall support a load of 300 pounds per linear foot.

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**REVISION OF SECTION 614  
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The internal structural members shall be extruded aluminum and shall accommodate both the display module mountings while allowing air distribution. The display modules shall be removed and replaced without the use of tools and without disturbing adjacent modules. The sign shall have heaters that are sufficient to elevate the temperature within the sign to 30° F above the temperature outside the sign. These heaters shall be controlled by a manually operated automatic shut-off timer in the sign and remotely from central computers.

The system power and communication lines shall each be protected by two stages of surge protection devices. The first stage shall be an arc discharge, gas discharge tube or a thyristor surge protection based unit with local and remote reporting capability. The second stage shall be metal oxide varistor (MOV) based. This second stage shall include a crowbar circuit, that when remotely enabled, shall trip the power circuit breaker when the second stage surge suppressor is activated. In both cases, tripping of each stage (or both if tripped simultaneously) of the surge protection and shall report the power surge condition to the sign controller for report to central. The crowbar shall be an option that is either enabled or disabled and is selected and downloaded from the central system control software to the sign controller. When this option is enabled, tripping of the second stage of surge protection shall prevent power from reaching any components of the sign until the surge protection has been replaced. When this option is disabled, the sign will continue to function normally after the second stage of surge protection is tripped.

- c. *Sign controller.* The sign controller and associated communication equipment shall be installed inside the DMS equipment cabinet. Each DMS shall be controlled and monitored by its own sign controller. The sign controller shall be a stand-alone microprocessor-based system, which does not require continuous communication with DMS control software in order to perform most DMS control functions.

The sign controller shall meet the following operational requirements:

1. Communicate using embedded NTCIP protocol.
2. Contain memory for storing changeable and permanent messages, schedules, and other necessary files for controller operation.
3. Include a front panel user interface with graphical VFD or LCD and keypad for direct operation and diagnostics as described herein.
4. Contain a minimum of three (3) NTCIP-compliant RS232 communication ports.
5. Contain a minimum of one (1) NTCIP-compliant Ethernet port with RJ45 connector.
6. Contain a minimum of one (1) NTCIP-compliant RS422 communication port with RJ45 connector.
7. Have the ability to play volatile messages.
8. Contain DMS-specific control firmware (embedded software) that shall monitor all external and internal sensors and communication inputs and control the display modules as directed by external control software and the front panel interface.
9. Ability for remote firmware upgrades that error check to eliminate firmware corruption.

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

NTCIP shall be natively supported in the DMS controller. External protocol converter or translator devices shall not be allowed.

The sign controller shall be programmed to receive and transmit NTCIP compliant sign control commands from the central system control software and laptop computer.

The controller shall have power-up and auto-restart capabilities with programmable default actions when recovering from a power off condition. A hardware watch dog circuit shall provide automatic reset of the controller and communications device. Central control shall have ability to perform a remote command for the controller and communications device reset. The controller shall be able to accept standard UPS shutdown commands via Ethernet or serial interface.

The Controller shall perform all communication, control and feedback functions and shall not require an intermediate control device and be the only sign controller. Communication and control lines between the sign controller and the system interface circuits shall be opto-coupled

- d. *Cabinet.* The sign controller shall be installed in the DMS Equipment Cabinet. The cabinet shall be a Model 332D cabinet with dual-sided access, polycarbonate base and cast-in-place concrete pad.

The equipment cabinet shall be natural aluminum with anchor bolts in accordance with the FHWA-IP-78-16 specification. The cabinet shall include the following minimum requirements:

1. Two (2) internal (front/back) fluorescent lamps.
2. Full-height standard Electronics Industry Alliance (EIA) 19-inch rack with a minimum of one (1) pullout drawer.
3. Power panel board circuit breakers meeting the following minimum requirements.
4. Service entrance-rated.
5. Minimum of 12 circuit breaker mounting positions.
6. Short circuit rating of 22,000 amps for main and 10,000 amps branch circuits.
7. Underwriters' Laboratories (UL) Listed.
8. Two (2) 15-amp National Electrical Manufacturers Association (NEMA) 15-R 120VAC duplex outlet with one (1) ground-fault circuit interrupter.
9. One (1) earth ground lug that is electrically bonded to the cabinet.
10. One (1) thermostatically controlled 100 cubic feet per minute (cfm) exhaust fan mounted near the top of the cabinet.
11. Filtered air intake ports with removable and replaceable fan and filter located on the bottom third of each access door.
12. Remote communication device.

A 19-inch rack mountable power conditioner shall be installed in the DMS Equipment Cabinet to provide – simultaneously- fully regenerated, conditioned power with true sine wave and continuous AC outputs to controllers, and communication devices.

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

The following shall be mounted inside the cabinet:

1. NTCIP compliant DMS controller.
  2. Fold-down laptop shelf and document holder for maintaining sign.
  3. Ruggedized EtherNet switch or router with fiber uplink port and optics appropriate to the distance to the communications hub. The switch or router shall be capable of operating within the temperature range given for the DMS or have sufficient ventilation to stay within its manufacturer's specified temperature range. Adequate ports for system devices shall be provided plus at least two spare 100 Mbs ports.
  4. Display system interface circuits.
  5. Local/remote control switch.
  6. RS-232 cable (a minimum of 4 feet long to connect the controller interface to a laptop computer) (7) A.C. surge protection and communication surge protection.
- e) *Electronics.* All electronic components, except printed circuit boards, shall be commercially available, easily accessible, replaceable and individually removable using conventional electronics repair methods.

All printed circuit boards shall be sealed with a silicone conformal coating.

Components shall be arranged so they are easily accessible for testing and replacement. All circuit designs shall utilize high quality electronic components and shall provide a meantime before failure of at least 3 years.

The DMS shall contain an automatically controlled defog system that warms the DMS front face when the internal DMS relative humidity is near condensation levels. This system shall keep the front face polycarbonate panel free of fog and condensation. The heat generated by the defog system shall not damage any part of the DMS.

The sign and the controller shall be capable of operating with 120/240 VAC, 50 amp per leg, 60 Hz, single phase power. The sign shall have a power panel board with 50-amp two-pole breaker (common trip) main, 120/240

VAC, single phase, four wire load center with 20 circuit capability. Each circuit in the sign shall be powered from a circuit breaker. Inside the sign housing, all 120 VAC service lines shall be independently protected by a thermo magnetic circuit breaker at the sign housing entry point. All 120 VAC wiring shall be located in conduit, pull boxes, raceways, or control cabinets as required by the National Electrical Code (NEC). No 120 VAC wiring shall be exposed within or outside of the sign housing. The sign housing shall not be considered as a raceway or control cabinet. There shall be a minimum of three GFI Duplex outlets installed inside the sign housing.

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

The DMS housing shall contain a minimum of one (1) compact fluorescent light (CFL) fixture for every eight (8) feet of DMS housing width. The lamps shall be evenly spaced across the housing ceiling and provide uniform light distribution for maintenance purposes. The light provided by the lamps shall meet the requirements of *ANSI/IESNA RP-7-01, Lighting Industrial Facilities*. Each lamp shall be rated for at least 10,000 hours of operation, have a minimum 30-watt rating, be self-ballasted, and be rated for cold weather operation down to -20° F. Lamp housing shall be heavy duty and enclosed to protect the lamps from damage. The lamps shall and have a color temperature of at least 4100°K.

The brightness and color of each pixel shall be uniform over the entire face of the sign within the 30-degree cone of vision from minimum of 200 feet up to and including 1100 feet in all lighting conditions.

Sign brightness shall meet NEMA TS4-2005, Section 5, (12,400 cd/m<sup>2</sup> minimum white brightness). The LED drive current shall be less than 30mA for Red and less than 15mA for Blue and Green.

The brightness of each LED shall be measured in accordance with CIE Test Method A, as described in CIE 127-

1997, Technical Report: Measurement of LEDs.

Each LED module shall contain a printed circuit board to which LED pixels are soldered. The LED pixel matrix shall conform to the following specifications:

1. Each LED module shall contain approximately 256 LED pixels configured in a two dimensional array.
2. The pixel array shall be approximately sixteen (16) pixels high by sixteen (16) pixels wide.
3. The distance from the center of one pixel to the center of all adjacent pixels, both horizontally and vertically, shall be 32-34 mm.
4. Each pixel will contain a Red, Green, and Blue LED, each being independently driven.
5. The failure of an LED string or pixel shall not cause the failure of any other LED string or pixel in the DMS.
6. The base of the discrete LEDs shall be soldered such that the 30 degree field of view is consistent with field of view for the entire set of LEDs on the sign.
7. All LED pixel boards shall be identical and interchangeable throughout the DMS.

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

**Discrete LEDs**

DMS pixels shall be constructed with discrete LEDs manufactured by a reputable manufacturer such as Avago Technologies (formerly Agilent Technologies), Nichia Corporation, OSRAM or EOI. Discrete LEDs shall conform to the following specifications:

1. All LEDs shall have a nominal viewing cone of 30 degree angle of 15 degrees measured from the center of the longitudinal viewing cone.
2. Color LEDs shall utilize AlInGaP semiconductor technology and shall emit light that has a peak wavelength of  $590 \pm 5$  nm. Color LEDs shall utilize Red AlInGaP 626 nm, Green InGaN 525 nm and Blue InGaN 470 nm.
3. The LED packages shall be fabricated from UV light resistant epoxy.
4. The LED manufacturer shall perform intensity sorting of the bins. LEDs shall be obtained from no more than two (2) consecutive luminous intensity "bins" as defined by the LED manufacturer.
5. The LED manufacturer shall perform color sorting of the bins. LEDs shall be obtained from no more than two (2) consecutive color "bins" as defined by the LED manufacturer.
6. The various LED color and intensity bins shall be distributed evenly throughout the sign and shall be consistent from pixel to pixel. Random distribution of the LED bins shall not be accepted.
7. The LED manufacturer shall assure color uniformity and consistency on the LED display face within the 30 degree cone of vision and shall not have inconsistent color shifts.
8. LED package style shall be surface-mount or through-hole with or without standoffs.
9. All LEDs used in all DMS provided for this contract shall be from the same manufacturer and of the same part number, except for the variations in the part number due to the intensity and color.
10. The LEDs shall be rated by the LED manufacturer to have a minimum lifetime of 100,000 hours of continuous operation while maintaining a minimum of 70% of the original brightness.

**Pixel Drive Circuitry**

Each LED display module shall contain electronic driver circuitry that shall individually control all pixels on that module. The driver circuitry shall conform to the following specifications:

1. Each LED module shall be microprocessor-controlled and shall communicate with the sign controller on a wire or fiber optic communication network. The microprocessor shall process commands from the sign controller to display data, perform diagnostic tests, and report pixel and diagnostic status.
2. The LED driver shall compensate for color based on temperature and LED color changing characteristics.

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

3. Constant current LED driver ICs shall be used to prevent LED forward current from exceeding the LED manufacturer's recommended forward current whenever a forward voltage is applied. To maximize LED service life, LED drive currents will not be allowed that exceed the manufacturer's recommendations for the 100,000-hour lifetime requirement.
4. The LED driver shall utilize PWM (Pulse Width Modulation) of the drive current to vary the output intensity of each LED. The drive current pulse shall be modulated at a frequency high enough eliminate visible flickering from zero to full-brightness.
5. The LED driver circuitry shall receive updated display data at a minimum rate of ten (10) frames per second from the sign controller. Each LED driver circuit shall be powered by external regulated DC power supplies.
6. The voltage of each power input shall be measured to the nearest tenth of a volt and reported to the sign controller upon request. Each driver circuit shall also contain a status LED for the power source that indicates if the power source is present or not.
7. The LED driver circuitry shall be able to detect that individual LED strings or pixels are stuck off and shall report the pixel status to the sign controller upon request.
8. The LED driver circuit shall contain a seven segment numeric LED display that indicates the functional status of the LED pixel display module. At a minimum, it shall indicate error states of the LED pixels and communication network. The indicator shall be positioned such that a maintenance technician can easily view the status code for diagnostic purposes. The LED display module shall report the status, including pixel errors, voltage levels, etc to the sign controller upon request.

Pixel power drawn from the DC supplies shall not exceed 1.5 watts per pixel, including the driving circuitry.

A minimum of three photocells shall be installed on the sign. These devices shall permit automatic light intensity measurement of light conditions at each sign location. These photocells shall be mounted in a manner to measure front, rear and ambient light conditions.

Provisions shall be made to prevent perceivable brightening of the sign due to stray headlights shining upon the photo sensors at night.

The sign shall be configured such that a UPS will be able to run all necessary control electronics, communication equipment, and the half of the pixels in the sign display in the event of a power failure.

Power supplies for the sign display shall be configured such that the failure of any one supply does not degrade functionality of the display and the display remains 100% functional.

All cables shall be securely clamped/tied in the sign housing. No adhesive attachments will be allowed.

The signs shall be capable of displaying ASCII characters 32 through 126 (including all upper and lower case letters and digits from 0 to 9) at any location in a message line.

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

The Contractor shall be responsible for locating the nearest electrical power and telephone sources and connecting those sources to the appropriate terminations with the DMS. The Contractor shall cooperate with the local electrical and telephone utilities to establish a service accounts at the direction of the Engineer.

- f) *Control and Communication.* The sign controller shall be capable of being controlled from the central system control software via RS-232 serial and Ethernet communications.

The communications between the sign controller and the central system control software shall comply with the NEMA National Transportation Communications for ITS Protocol (NTCIP). The sign controller shall support all NTCIP conformance levels, conformance groups, objects, and minimum storage sizes and ranges as specified under the NTCIP Requirements listed in this Project Special Provision.

In addition to the standard Management Information Base (MIB) objects, the sign shall include any additional manufacturer-specific MIB objects required to support all of the sign and central software functionality defined in the specification's and in the NTCIP Requirements found in this specification.

Protect low voltage communication lines (twisted pair or coaxial) with multi-stage one- pair or two-pair surge suppressors designed for high-exposure applications, providing common mode and differential mode protection, with a maximum clamping voltage of 10 volts greater than peak DC or maximum AC RMS signal voltage and peak surge current rating of 10kA.

The sign controller shall be capable of being remotely reset from the central system control software.

The sign shall provide a minimum of four (4) input and four (4) output contact closures able to receive digital and or analog signals that allow at least 15 message activations upon contact closure events. These message activations shall permit standard NTCIP operations to occur and also permit contact closure messages to occur without message activation collisions and or message activation errors. Contact closures shall be remotely accessible using standard NTCIP MIB objects. Contact closures shall be capable of issuing NTCIP traps.

The sign controller shall allow user-configuration of maximum and minimum temperature in which to turn fans on and off.

The sign shall have polling capability and at a minimum shall be capable of reporting the status of the following:

1. Pixel operational status that includes the state of every pixel
2. Sign and ambient temperature
3. DC power supply status
4. The current state (on or off) of each pixel, including any pixel errors, in the actual, currently displayed message without disturbing the message in any way. This shall be real time and shall not be based on a previous pixel test.

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

5. Cooling fan status
6. Access door alarm
7. Communication failure log
8. UPS status
9. AC surge protector status

The controller software shall be capable of displaying the following types of messages:

1. Static messages capable of displaying any character or set of characters
2. Full Graphic capabilities.
3. Flashing messages with the following ranges of adjustable timing:
  - (a) Message time on from 0.5 to 5.0 seconds in 0.1 second increments.
  - (b) Message time off from 0.5 to 5.0 seconds in 0.1 second increments.
4. Alternating messages capable with the following ranges of adjustable timing:
  - (a) Primary message time on from 0.5 to 5.0 seconds in 0.1 second increments.
  - (b) Primary message time off from 0 to 5.0 seconds in 0.1 second increments.
  - (c) Alternate message time on from 0.5 to 5.0 seconds in 0.1 second increments.
  - (d) Alternate message time off from 0 to 5.0 seconds in 0.1 second increments.
5. Capability to do Text rectangles, Background colors, Foreground Colors, Support 24 Bit Color Scheme as specified by NTCIP 1203 v2

It shall be possible to flash any character or set of characters in an alternating message at the adjustable frequencies listed above for flashing messages. The flashing period shall be a sub-multiple of the associated alternating on time. It shall also be possible to flash any character or set of characters in a static message. The sign controller shall monitor the photo cell circuits in the sign and convert the measured light intensity into the desired pixel brightness.

- e) *UPS System.* The UPS system shall provide “On-Line” dual conversion control.

The UPS shall be rated per the following:

Input Voltage	85 VAC to 135 VAC
Input Frequency	48 to 62 Hz
Output Voltage	120 VAC +/- 3%

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

Output Frequency	60 Hz
Power	VA required to run color DMS sign control electronics, communication equipment, and half of the pixels in the LED sign face, allowing for sign functionality during a power outage.

The unit will be designed for a hot swap of components and shall not compromise existing DMS wiring. The unit shall provide for RS232 communication and contact closures for alarm functions. The unit shall be temperature rated to operate from 0 degree C to +40 degree C.

The UPS system shall be capable of producing simultaneously-fully regenerated, conditioned power with true sine wave and continuous AC outputs with stand by capability.

The unit shall have a re-settable power event counter to record the number of power utility failures, a battery run- time counter and temperature compensated battery charging.

The UPS System shall be capable of providing continuous, fully conditioned (both voltage and frequency), regulated, sinusoidal (AC) power to selected devices such as controllers, modems, 5 volt power supplies, and sign face drivers.

Wiring shall comply with national electrical code (NEC) standards and approved wiring methods. Properly rated SO/SJO cords shall be allowed to allow easy replacement of the UPS System.

The UPS shall be 19-inch rack mountable and shall be accompanied with 19-inch rack mountable aluminum battery shelves for installation in the DMS Equipment Cabinet (Type 2).

The UPS shall consist of two major components, the Electronics Module and the Battery System.

1. The Electronics Module shall consist of the following:
  - A. True Sine wave, high frequency inverter.
  - B. Minimum 3-stage, temperature compensated, battery charger
  - C. For connection from the Electronics Module to the Battery System, a dedicated harness shall be provided with quick-release, keyed, circular connectors, and braided nylon sleeving over all conductors.
  - D. Local and remote control of UPS functions
  - E. Local and remote communications capabilities
2. The Battery System shall consist of the following:
  - A. Shall run sign electronics, communication equipment, and half of the pixels in the sign face with all LEDs illuminated at daytime brightness levels.

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

- B. The batteries shall be comprised of extreme temperature, deep cycle AGM/VRLA (Absorbed Glass Mat/Valve Regulated Lead Acid) batteries that have been field proven and tested by the U.S. military.
- C. Batteries shall be certified to operate at extreme temperatures from -40°C to +74°C.
- D. The batteries shall be provided with appropriate interconnect wiring and a corrosion-resistant mounting trays and/or brackets appropriate for the location into which they will be installed.
- E. The interconnect cable shall be protected with abrasion-resistant nylon sheathing.
- F. Battery construction shall include heavy-duty, inter-cell connections for low-impedance between cells and heavy-duty plates to withstand shock and vibration.

The UPS System shall come standard with software, RS232 interface via a DB-9F connector (optional SNMP Adapter for TCP/IP protocols) allowing full, interactive, remote computer monitoring and control of the UPS functions. The software shall allow the user to set up all operational parameters either locally or remotely and test the functionality of the unit.

The UPS Alarm Function Monitoring shall come standard with a DB-9F connector with open collectors (40 V @ 20 mA) indicating:

1. Loss of Utility Power
2. Inverter Failure
3. Low Battery

The UPS Front Panel Controls shall come standard with Power ON, Cold (DC) Start, Alarm Silence, Battery Test, Bypass Breaker and DC/Battery Breaker.

Reliability shall be calculated with mean time between failure (MTBF) of 100,000 hours based on component ratings.

The DMS Equipment Cabinet (Type 2) shall be used to house the UPS system along with the equipment for the overhead DMS and lane use control signals.

**MANUFACTURER QUALIFICATIONS**

The manufacturer shall supply experience documentation showing that the manufacturer has been in business, under the current corporate name, designing and manufacturing Interstate DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)s for a minimum of 5 years; and that the manufacturer has in operation a minimum of 50 walk-in DMSs 1 of which being COLOR DMSs and NTCIP compliant.

**WARRANTY**

The Contractor shall ensure that the manufacturer can warranty the sign and sign controller for a minimum of 3 years for all parts returned to the factory, and full telephone technical support at no additional charge

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### **REVISION OF SECTION 614 DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

to the Department. The technical support shall include access to a trained service representative who can respond within 24 hours to questions related to all DMS related equipment problems and maintenance issues.

The UPS equipment shall include a minimum two year warranty on parts and labor. Batteries shall include a minimum two year pro rated warranty. Vendor shall be responsible for processing warranty repairs.

A repair option shall be available for UPS equipment no longer covered by the warranty period. Repair cost shall include all labor and materials necessary to complete the repair. Vendor shall be responsible for processing non- warranty repairs.

### **CONSTRUCTION REQUIREMENTS**

#### **Dynamic Message Sign**

Contractor shall be fully responsible for the delivery of the DMSs and sign controllers to the installation site and any damages that occur in the installation delivery process.

The DMS shall be installed in accordance with manufacturer's recommendations. A qualified factory representative shall be available on site to ensure proper installation and testing.

See project specific Testing & Integration Plan for additional requirements for DMSs.

A minimum of five copies of the operations manual detailing the electrical schematics, operation and maintenance of the DMS system, including spare software copies, shall be provided. Additional copies may be requested by the Engineer. One copy of the manual shall remain inside the sign housing or control cabinet. One copy shall be mailed to the Colorado Transportation Management Center at 425 C Corporate Circle, Golden, Colorado 80401.

The Manufacturer shall provide 8 hours of class room training for CDOT at the CTMC in Golden, CO. The Manufacturer shall supply 8 hours of on-site training in the sign for the CTMC staff.

#### **Uninterruptible Power Supply System**

The UPS and batteries shall be installed in the DMS Equipment Cabinet (Type 2) which shall also house control equipment for lane use control signals and side-mounted variable message signs. Contractor shall provide detailed design and installation plans for Engineer approval prior to installation. Power feeding the sign shall first terminate in the ground mounted cabinet. Non-UPS power shall pass through the cabinet to power non-UPS loads. Power required for sign backup shall feed through the UPS system. A bypass switch, rated for the designed system, shall be installed to bypass the UPS in the event of UPS failure or for system maintenance. A disconnect switch shall also be installed to disconnect UPS and line power from the sign. The Contractor shall install the DMS UPS output into the DMS power distribution panel per sign manufacture recommendations. Serial and Ethernet cables shall be installed from the UPS system ground cabinet to the sign communication device location. All wiring shall conform to the latest version of the NEC.

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DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

The UPS equipment shall include a minimum two year warranty on parts and labor. Batteries shall include a minimum two year pro rated warranty. Vendor shall be responsible for processing warranty repairs.

A repair option shall be available for UPS equipment no longer covered by the warranty period. Repair cost shall include all labor and materials necessary to complete the repair. Vendor shall be responsible for processing non- warranty repairs.

Work includes furnishing, delivery to the site, and installation of DMS Equipment Cabinet and associated cabinet foundation.

Work includes furnishing and installing the power panel board, including making all associated electrical connections within the DMS housing.

Work includes furnishing, installing and making all electrical connections for the main service power disconnect located on the sign structure near the access control cabinet. All costs associated with having a manufacturer's representative shall be included in the work. Work includes training and the purchasing of manuals.

Work includes the delivery of the sign to the installation site.

**NTCIP Requirements**

This portion of the specification defines the detailed NTCIP requirements for the LED DMS covered by the Project specifications. This specification references several standards through their NTCIP designated names. The following list provides the full reference to the current version of each of these standards. In many cases, the standard is more widely known by its original NEMA assigned number, in these cases, the NEMA number is also identified. The content of the NEMA standard is identical to that of the NTCIP standard.

Each NTCIP Component covered by these Project specifications shall implement the most recent version of the standard that is at the stage of Recommended or higher as of the contract bid date, including any and all Approved or Recommended Amendments to these standards as of the same date. It is the ultimate responsibility of the vendor to monitor NTCIP activities to discover any more recent documents.

**General Requirements:**

**Subnet Level**

NTCIP Components may support additional Subnet Profiles at the vendor's option. At any one time, only one Subnet Profiles shall be active on a given serial port of the NTCIP Component. If the NTCIP

Component has a serial port that supports multiple Subnet Profiles, the NTCIP Component shall be configurable to allow the field technician to activate the desired Subnet Profile and shall provide a visual indication of the currently selected Subnet Profile.

**Transport Level**

Each NTCIP Component shall comply with NTCIP 2202, (NEMA TS 3.Internet). NTCIP Components may support additional Transport Profiles at the manufacturer's option. Response datagrams shall use the

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DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

same Transport Profile used in the request. Each NTCIP Component shall support the receipt of datagrams conforming to any of the identified Transport Profiles at any time.

**Application Level**

Each LED DMS shall comply with NTCIP 2301, (NEMA TS 3.AP-STMF), as a Managed Agent and shall meet the requirements for Conformance Level 1 (NOTE – See Amendment to standard). Simple network management protocol (SNMP) shall be required and simple transportation management protocol (STMP) shall not be required. An NTCIP Component may support additional Application Profiles at the manufacturer's option. Responses shall use the same Application Profile used by the request. Each NTCIP Component shall support the receipt of Application data packets at any time allowed by the subject standards.

**Information Level**

Each NTCIP Component shall provide Full, Standardized Object Range Support of all objects required by these procurement specifications, unless otherwise indicated below. The maximum Response Time for any object or group of objects shall be 200 milliseconds.

The vendor's software shall implement all mandatory objects of the mandatory conformance group defined in NTCIP 1201, (NEMA TS 3.4) Global Object Definitions:

- Configuration Conformance Group – Section 3.1
- Security Conformance Group (new in Amendment 1)

The vendor's software shall implement the mandatory objects of the optional conformance groups defined in NTCIP 1201, (NEMA TS 3.4), Global Object Definitions:

- Time Management Conformance Group – Section 3.3
- TimeBase Event Schedule Conformance Group – Section 3.4
- Report Conformance Group – Section 3.5

The vendor's software shall implement all mandatory objects of all mandatory conformance groups defined in NTCIP 1203, (NEMA TS 3.6) Object Definitions for DYNAMIC MESSAGE SIGN (LED) (OVERHEAD)s:

- Sign Configuration Conformance Group – Section 4.1
- Message Table Conformance Group – Section 4.6
- Sign Control Conformance Group – Section 4.7

The vendor's software shall implement all mandatory objects of the optional conformance groups defined in NTCIP 1203, (NEMA TS 3.6), Object Definitions for DYNAMIC MESSAGE SIGN (LED) (OVERHEAD)s:

- GUI Appearance – Section 4.2
- Font Definition – Section 4.3
- DMS Sign Configuration – Section 4.4
- MULTI Configuration – Section 4.5
- Default Message – Section 4.8
- MULTI Error – Section 4.10
- Illumination/Brightness – Section 4.11
- Scheduling – Section 4.12
- Auxiliary I/O – Section 4.13

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DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

Sign Status – Section 4.14  
Status Error – Section 4.15  
Pixel Error Status – Section 4.16  
Fan Error Status – Section 4.18  
Temperature Status – Section 4.17

The vendor's software shall implement the following optional objects defined in NTCIP 1203, (NEMA TS 3.6):

dmsMessageBeacon – Section 2.6.1.1.1.8.6  
dmsSWReset – Section 2.7.1.1.1.1  
dmsMessageTimeRemaining – Section 2.7.1.1.1.4  
dmsShortPowerRecoveryMessage – Section 2.7.1.1.1.8  
dmsLongPowerRecoveryMessage – Section 2.7.1.1.1.9  
dmsShortPowerLossTime – Section 2.7.1.1.1.10  
dmsResetMessage – Section 2.7.1.1.1.11  
dmsCommunicationsLossMessage – Section 2.7.1.1.1.12  
dmsTimeCommLoss – Section 2.7.1.1.1.13  
dmsPowerLossMessage – Section 2.7.1.1.1.14  
dmsEndDurationMessage – Section 2.7.1.1.1.15  
dmsMultiOtherErrorDescription – Section 2.7.1.1.1.20  
dmsStatDoorOpen – Section 2.11.1.1.1.6  
fanFailures – Section 2.11.2.1.1.8  
fanTestActivation – Section 2.11.2.1.1.9  
tempMinCtrlCabinet – Section 2.11.4.1.1.1  
tempMaxCtrlCabinet – Section 2.11.4.1.1.2  
tempMinAmbient – Section 2.11.4.1.1.3  
tempMaxAmbient – Section 2.11.4.1.1.4  
tempMinSignHousing – Section 2.11.4.1.1.5  
tempMaxSignHousing – Section 2.11.4.1.1.6

The vendor's software shall implement the following tags (opening and closing where defined) of MULTI as defined in NTCIP 1203, (NEMA TS 3.6), Object Definitions for DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)s:

**MULTI Tag**

1 Field  
2 Flash  
3 Font  
4 Hexadecimal Character  
5 Justification Line  
6 Justification Page  
7 Moving Text  
8 New Line  
9 New Page  
10 Page Time  
11 Spacing – Character

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**REVISION OF SECTION 614  
 DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

The Field Tag shall support the following field ID's:

<b>Field Tag ID</b>	<b>Description</b>
1	1 Time, 12-hour format (no AM/PM indicator)
2	2 Time, 24-hour format
3	3 Temperature in degrees Celsius
4	4 Temperature in degrees Fahrenheit
5	7 Day of week
6	8 Day of month
7	9 Month of year
8	10 Year, 2-digits
9	11 Year, 4-digits

**Sizes and Ranges**

All objects required by these procurement specifications shall support all values within its standardized range. The standardized range is defined by a size, range, or enumerated listing indicated in the object's SYNTAX field and/or through descriptive text in the object's DESCRIPTION field of the relevant standard. The following provides the current listing of known variances for this Project:

<b>Object</b>	<b>Reference</b>	<b>Minimum Project Requirements</b>
<b>NTCIP 1201 (TS 3.4)</b>		
moduleTableEntry	2.2.3	Shall contain at least one row with module Type equal to 3 (software). The module Make shall specify the name of the manufacturer, the module Model shall specify the manufacturer's name of the component and the model Version shall indicate the model version number of the component.
communityNamesMax	2.8.2	Shall be at least 4.
maxTimeBaseScheduleEntries	2.4.3.1	7
maxDayPlans	2.4.4.1	7
maxDayPlanEvents	2.4.4.2	7
maxEventLogConfigs	2.5.1	50
eventConfigMode	2.5.2.3	2,3,and 4
maxEventLogSize	2.5.3	200
maxEventClasses	2.5.5	7
maxGroupAddress	2.7.1	1
<b>NTCIP 1203 (TS 3.6)</b>		
dmsNumPermanentMsg	2.6.1.1.1.1	50
dmsMaxChangeableMsg	2.6.1.1.1.3	50
dmsFreeChangeableMemory	2.6.1.1.1.4	50KB
dmsMaxVolatileMsg	2.6.1.1.1.6	50
dmsFreeVolatileMemory	2.6.1.1.1.7	50KB
dmsMsgMultiString	2.6.1.1.1.8.3	See attached table
dmsControlMode	2.7.1.1.1.1	2,4,5

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**REVISION OF SECTION 614  
DYNAMIC MESSAGE SIGN (COLOR LED) (OVERHEAD)**

numFonts	2.4.1.1.1.1	4
maxFontCharacters	2.4.1.1.1.3	127
DMSCharacterHeightPixels	2.3.1.1.1.1	5
DMSCharacterWidthPixels	2.3.1.1.1.2	7
DMSSignHeightPixels	2.3.1.1.1.3	3
DMSSignWidthPixels	2.3.1.1.1.4	10
DMSHorizontalPitch	2.3.1.1.1.5	70mm
DMSVerticalPitch	2.3.1.1.1.6	70mm
defaultBackgroundColor	2.5.1.1.1.1	0 (black)
defaultForegroundColor	2.5.1.1.1.2	9 (amber)
defaultJustificationLine	2.5.1.1.1.6	2,3,4
defaultJustificationPage	2.5.1.1.1.7	2,3,4
defaultFlashOn	2.5.1.1.1.3	0.5 to 5.0
defaultFlashOff	2.5.1.1.1.4	0.5 to 5.0
defaultPageOnTime	2.5.1.1.1.8	0.5 to 5.0
defaultPageOffTime	2.5.1.1.1.9	0.5 to 5.0
defaultCharacterSet	2.5.1.1.1.10	eightBit (2)
numActionTableEntries	2.9.1.1.1.1	15

**Documentation**

Software shall be supplied with full, electronic documentation containing American Standard Code for Information Interchange (ASCII) versions of the following Management Information Base (MIB) files in Abstract Syntax Notation 1 (ASN.1) format:

- The relevant version of each official standard MIB Module referenced by the device functionality.
- If the device does not support the full range of any given object within a Standard MIB Module, a vendor specific version of the official Standard MIB Module with the supported range indicated in ASN.1 format in the SYNTAX and/or DESCRIPTION fields of the associated OBJECT TYPE macro. The filename of this file shall be identical to the standard MIB Module, except that it will have the extension “.man”.
- A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros.
- A MIB containing any other objects supported by the device.

The vendor shall allow the use of any and all of this documentation by any party authorized by CDOT for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.

**REVISION OF SECTION 614  
UNINTERRUPTED POWER SUPPLY FOR TOLL EQUIPMENT**

**DESCRIPTION**

This work consists of furnishing and installing a rack mounted Uninterruptible Power Supply (UPS), batteries, transfer switch, disconnect switch, and power connections in a Contractor supplied Model 332 cabinet, side mounted cooling fan and polycarbonate base at locations shown in the plans. The UPS system shall be capable of running essential control electronics, communications equipment, AVI Antennas, Cameras, transaction beacons, and other miscellaneous equipment as noted in the Toll Layout Details, for at least 8 hours.

The UPS system shall be designed for a hot swap of components and shall not compromise existing operation of dynamic message signs or variable message signs. The unit shall provide for RS232 communication and contact closures for alarm functions.

**MATERIALS**

The UPS system shall provide "On-Line" dual conversion control. The UPS shall be rated per the following:

Input Voltage	85 VAC to 135 VAC line to neutral
Input Frequency	48 to 62 Hz
Output Voltage	120 VAC +/- 3% 120/240 VAC, 1-Phase, 2 Wire plus Ground
Output Frequency	60 Hz
Power	VA required of running the toll equipment for a single and multi-direction toll point for up to 8 hours.

The unit shall be temperature rated to operate from 0 degree C to +40 degree C.

The UPS system shall be capable of producing simultaneously-fully regenerated, conditioned power with true sine wave and continuous AC outputs with stand by capability.

The unit shall have a re-settable power event counter to record the number of power utility failures, a battery run-time counter and temperature compensated battery charging.

The UPS System shall be capable of providing continuous, fully conditioned (both voltage and frequency), regulated, sinusoidal (AC) power to selected devices such as controllers, modems, and 5 volt power supplies, and sign face drivers.

Wiring shall comply with national electrical code (NEC) standards and approved wiring methods. Properly rated SO/SJO cords shall be allowed to allow easy replacement of the UPS System.

The interconnect cable shall be protected with abrasion-resistant nylon sheathing.

The UPS shall consist of two major components, the Electronics Module and the Battery System.

(a) The Electronics Module shall consist of the following:

1. True Sine wave, high frequency inverter.
2. Minimum 3-stage, temperature compensated, battery charger

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**REVISION OF SECTION 614  
UNINTERRUPTED POWER SUPPLY FOR TOLL EQUIPMENT**

3. For connection from the Electronics Module to the Battery System, a dedicated harness shall be provided with quick-release, keyed, circular connectors, and braided nylon sleeving over all conductors.
  4. Local and remote control of UPS functions
  5. Local and remote communications capabilities
- (b) The Battery System shall consist of the following:
1. Shall meet the continuous 8 hour requirement to run sign electronics, communication equipment, and half of the sign face with all LEDs illuminated at daytime brightness levels.
  2. The batteries shall be comprised of extreme temperature, deep cycle AGM/VRLA (Absorbed Glass Mat/Valve Regulated Lead Acid) batteries that have been field proven and tested by the U.S. military.
  3. Batteries shall be certified to operate at extreme temperatures from -40°C to +74°C.
  4. The batteries shall be provided with appropriate interconnect wiring and a corrosion-resistant mounting trays and/or brackets appropriate for the location into which they will be installed.
  5. Battery construction shall include heavy-duty, inter-cell connections for low-impedance between cells and heavy-duty plates to withstand shock and vibration.
- (c) The UPS enclosure shall have forced air Cooling/Ventilation:
1. The UPS shall be forced air cooled by internally mounted, continuous fans.
  2. Fan power shall be provided from the internal DC supply.
  3. Air intake shall be through the front bottom of the unit, and air exhaust shall be out the rear top of the unit.
  4. Intake and exhaust shall have bird/rodent mesh guard and filtration.
  5. The thermal design, along with all thermal and ambient sensors, shall be coordinated with the protective devices before excessive component or internal cabinet temperatures are exceeded

The UPS System shall come standard with software, RS232 interface via a DB-9F connector, and Ethernet interface via RJ-45 connector allowing full, interactive, remote computer monitoring and control of the UPS functions. The software shall allow the user to set up all operational parameters either locally or remotely and test the functionality of the unit. The unit shall be capable of sending simple network management protocol (SNMP) alarm traps upon alarm conditions and also be configurable via built in web page interface.

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### **REVISION OF SECTION 614 UNINTERRUPTED POWER SUPPLY FOR TOLL EQUIPMENT**

The UPS System Alarm Function Monitoring shall come standard with a DB-9F connector with open collectors (40 V @ 20 mA) indicating:

- Loss of Utility Power
- Inverter Failure
- Low Battery

The UPS System Front Panel Controls shall come standard with Power ON, Cold (DC) Start, Alarm Silence, Battery Test, Bypass Breaker and DC/Battery Breaker.

Reliability shall be calculated with mean time between failure (MTBF) as 100,000 hours based on component ratings.

### **CONSTRUCTION REQUIREMENTS**

Contractor shall provide detailed design and installation plans for Department approval prior to installation. Power feeding the sign shall first terminate in the ground mounted cabinet. Non-UPS power shall pass through the cabinet to power non-UPS loads. Power required for sign backup shall feed through the UPS system. A bypass switch, rated for the designed system, shall be installed to bypass the UPS in the event of UPS failure or for system maintenance. A disconnect switch shall also be installed to disconnect UPS and line power from the sign. The Contractor shall install the DMS UPS output into the DMS power distribution panel per sign manufacture recommendations. Serial and Ethernet cables shall be installed from the UPS system ground cabinet to the sign communication device location. All wiring shall conform to the latest version of the NEC.

The UPS equipment shall include a minimum two year warranty on parts and labor. Batteries shall include a minimum two year pro rated warranty. Vendor shall be responsible for processing warranty repairs.

A repair option shall be available for UPS equipment no longer covered by the warranty period. Repair cost shall include all labor and materials necessary to complete the repair. Vendor shall be responsible for processing non- warranty repairs.

The UPS shall include all labor, materials, equipment necessary to complete the work, furnishing and installation of the model 332D cabinet and cabinet base, delivery to the installation site and standard warranty.

**REVISION OF SECTION 614  
UNINTERRUPTED POWER SUPPLY FOR VARIABLE TOLL MESSAGE SIGN (VTMS)**

**DESCRIPTION**

This work consists of furnishing and installing a rack mounted Uninterruptible Power Supply (UPS), batteries, transfer switch, disconnect switch, and power connections in a Contractor supplied Model 332 cabinet, side mounted cooling fan and polycarbonate base at locations shown in the plans. The UPS system shall be capable of running essential sign control electronics, communication equipment, full LED sign faces allowing messaged display, and sign communications/control for at least 8 hours. The sign specification is entitled Variable Toll Message Sign (VTMS).

The UPS system shall be designed for a hot swap of components and shall not compromise existing operation of dynamic message signs or variable message signs. The unit shall provide for RS232 communication and contact closures for alarm functions.

**MATERIALS**

The UPS system shall provide "On-Line" dual conversion control. The UPS shall be rated per the following:

Input Voltage	85 VAC to 135 VAC line to neutral
Input Frequency	48 to 62 Hz
Output Voltage	120 VAC +/- 3% 120/240 VAC, 1-Phase, 2 Wire plus Ground
Output Frequency	60 Hz
Power	VA required of running 2 VTMS signs at one location during a power outage for up to 8 hours. The unit shall be temperature rated to operate from 0 degree C to +40 degree C.

The UPS system shall be capable of producing simultaneously-fully regenerated, conditioned power with true sine wave and continuous AC outputs with stand by capability.

The unit shall have a re-settable power event counter to record the number of power utility failures, a battery run-time counter and temperature compensated battery charging.

The UPS System shall be capable of providing continuous, fully conditioned (both voltage and frequency), regulated, sinusoidal (AC) power to selected devices such as controllers, modems, and 5 volt power supplies, and sign face drivers.

Wiring shall comply with national electrical code (NEC) standards and approved wiring methods. Properly rated SO/SJO cords shall be allowed to allow easy replacement of the UPS System.

The interconnect cable shall be protected with abrasion-resistant nylon sheathing.

The UPS shall consist of two major components, the Electronics Module and the Battery System.

(a) The Electronics Module shall consist of the following:

1. True Sine wave, high frequency inverter.
2. Minimum 3-stage, temperature compensated, battery charger

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**REVISION OF SECTION 614  
UNINTERRUPTED POWER SUPPLY FOR VARIABLE TOLL MESSAGE SIGN (VTMS)**

9. For connection from the Electronics Module to the Battery System, a dedicated harness shall be provided with quick-release, keyed, circular connectors, and braided nylon sleeving over all conductors.
  10. Local and remote control of UPS functions
  11. Local and remote communications capabilities
- (b) The Battery System shall consist of the following:
1. Shall meet the continuous 8 hour requirement to run sign electronics, communication equipment, and half of the sign face with all LEDs illuminated at daytime brightness levels.
  2. The batteries shall be comprised of extreme temperature, deep cycle AGM/VRLA (Absorbed Glass Mat/Valve Regulated Lead Acid) batteries that have been field proven and tested by the U.S. military.
  3. Batteries shall be certified to operate at extreme temperatures from -40°C to +74°C.
  4. The batteries shall be provided with appropriate interconnect wiring and a corrosion-resistant mounting trays and/or brackets appropriate for the location into which they will be installed.
  5. Battery construction shall include heavy-duty, inter-cell connections for low-impedance between cells and heavy-duty plates to withstand shock and vibration.
- (c) The UPS enclosure shall have forced air Cooling/Ventilation:
1. The UPS shall be forced air cooled by internally mounted, continuous fans.
  2. Fan power shall be provided from the internal DC supply.
  3. Air intake shall be through the front bottom of the unit, and air exhaust shall be out the rear top of the unit.
  4. Intake and exhaust shall have bird/rodent mesh guard and filtration.
  5. The thermal design, along with all thermal and ambient sensors, shall be coordinated with the protective devices before excessive component or internal cabinet temperatures are exceeded

The UPS System shall come standard with software, RS232 interface via a DB-9F connector, and Ethernet interface via RJ-45 connector allowing full, interactive, remote computer monitoring and control of the UPS functions. The software shall allow the user to set up all operational parameters either locally or remotely and test the functionality of the unit. The unit shall be capable of sending simple network management protocol (SNMP) alarm traps upon alarm conditions and also be configurable via built in web page interface.

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**REVISION OF SECTION 614  
UNINTERRUPTED POWER SUPPLY FOR VARIABLE TOLL MESSAGE SIGN (VTMS)**

The UPS System Alarm Function Monitoring shall come standard with a DB-9F connector with open collectors (40 V @ 20 mA) indicating:

- Loss of Utility Power
- Inverter Failure
- Low Battery

The UPS System Front Panel Controls shall come standard with Power ON, Cold (DC) Start, Alarm Silence, Battery Test, Bypass Breaker and DC/Battery Breaker.

Reliability shall be calculated with mean time between failure (MTBF) as 100,000 hours based on component ratings.

**CONSTRUCTION REQUIREMENTS**

Contractor shall provide detailed design and installation plans for Department approval prior to installation. Power feeding the sign shall first terminate in the ground mounted cabinet. Non-UPS power shall pass through the cabinet to power non-UPS loads. Power required for sign backup shall feed through the UPS system. A bypass switch, rated for the designed system, shall be installed to bypass the UPS in the event of UPS failure or for system maintenance. A disconnect switch shall also be installed to disconnect UPS and line power from the sign. The Contractor shall install the DMS UPS output into the DMS power distribution panel per sign manufacture recommendations. Serial and Ethernet cables shall be installed from the UPS system ground cabinet to the sign communication device location. All wiring shall conform to the latest version of the NEC.

The UPS equipment shall include a minimum two year warranty on parts and labor. Batteries shall include a minimum two year pro rated warranty. Vendor shall be responsible for processing warranty repairs.

A repair option shall be available for UPS equipment no longer covered by the warranty period. Repair cost shall include all labor and materials necessary to complete the repair. Vendor shall be responsible for processing non- warranty repairs.

The UPS shall include all labor, materials, and equipment necessary to complete the work, including furnishing and installation of the cabinet and cabinet base, delivery to the installation site and standard warranty.

## **REVISION OF SECTION 614 TRAVEL TIME INDICATOR**

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

### **DESCRIPTION**

This work shall consist of furnishing and installing a Travel Time Indicator (TTI) in accordance with the Plans, these Special Provisions, and manufacturer's recommendations.

### **MATERIALS**

A Travel Time Indicator system includes: a four channel multi-protocol IDentity 6204 Reader, or current version at the time of ordering, with power supply and communication cable, directional antennas, antenna signal cable and terminations, waterproofing mastic, serial surge suppressor, device configuration software, and all other related mounting hardware, cabling, and adaptors.

Travel Time Indicator shall include:

1. IDentity 6204 reader with power supply.

The TTI reader shall be part number 75-0302-3854-9 6204 - 4-pt ISO C B 10374 ASTMV6 PS111 T21, as manufactured by 3M Company – MVSS, 3M Center, Bldg 235-3A-09, St. Paul, MN 55144-1000, Phone: 1-877-777-3571, Fax: 1-800-591-9293. The Contractor must specify that v3.8 of the init.py script be preinstalled in the reader at the time of order.

2. Communication Cable

The communications cables shall include the following part numbers based on length required at each site:

- A. 20 feet (6 meters), RJ-45 terminated, 3M Part Number: 75-0302-0131-5 HA-060081-48-7FT
- B. 7 feet (2 meters), RJ-45 terminated, 3M Part Number: 75-0302-0132-3 HA-060081-48-20FT

3. Directional Antenna

The antenna shall be Sirit IDentity 5100 part number ANTENNA-013-K which includes a mount bracket. One antenna is required per vehicle detection direction and per port.

4. Antenna signal cable and terminations.

A. The antenna signal cable type shall be determined by the cable distance from the reader to the antenna. Signal loss at 900 megahertz (Mhz) must be less than 4 decibels per run. The following outdoor rated cable shall be used.

- (1) For runs 100 feet or less – Land Mobile Radio (LMR)-400.

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**REVISION OF SECTION 614  
TRAVEL TIME INDICATOR**

- (2) For runs from 101-155 feet to LMR-600
  - (3) For runs from 156-230 feet to LMR 900
- B. Signal cable shall be terminated with weatherproof male N-type crimp on straight plugs that have the following properties:
- (1) Ferrule – Copper with Albaloy plating
  - (2) Contact pin – Brass with minimum 15micrometer gold plating
  - (3) Retaining ring – 304 stainless steel
  - (4) Gasket – Silicone
  - (5) Insulator – Teflon
  - (6) Shell/Body – Brass with Albaloy plating
  - (7) Impedance – 50 ohms
  - (8) Insulation resistance - Greater than 5,000 megaohms
  - (9) Peak operating voltage – 1,500 volts
  - (10) Water-proofing mastic for antennas connections.
5. Serial surge suppressor shall be Wavetronix Click WX-CLK-200 or equivalent.
  6. Device configuration software as provided by the manufacturer.
  7. Mounting hardware, cabling, and adaptors including but not limited to: 0.75 inch Type 201 stainless steel strap with Type 201 stainless steel buckles, Liquidtight flexible conduit with compatible connectors.

**CONSTRUCTION REQUIREMENTS**

The Travel Time Indicator reader shall be mounted inside the communications cabinet allowing room for all communication cable connections. A hook and loop fastening system shall be used to mount the reader to the cabinet for ease of removal.

The power supply shall be mounted to Deutsches Institut für Normung (DIN) rail inside the communications cabinet. All wiring shall conform to the most current version of the National Electric Code (NEC).

The Contractor shall supply and install one-inch type 201 stainless steel strap used in conjunction with type 201 stainless steel buckles shall be used to band the antenna mount to the structure at the mounting height directed by the Engineer per guidance from Matthew Becker at 303-435-8288. The Antenna shall be mounted horizontally polarized using the included stainless hardware. The antenna shall be oriented such that it intersects with the oncoming traffic at a 45 degree angle, and is aimed to the center of lanes detected.

The Contractor shall install flexible conduit from the communication cabinet enclosure to the structure for signal cable and power cable installation. Holes made in mounting structures shall be the minimum size necessary to secure the conduit connectors and shall not exceed 1.5 inches in diameter. All holes shall be free of burs and sharp edges prior to the installation of all cable, conduit, and conduit nipples. All cable

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### **REVISION OF SECTION 614 TRAVEL TIME INDICATOR**

entrances in structures, conduits, and enclosures shall be sealed and waterproofed. All wiring and electrical connections shall be performed in conformance with the latest version of the NEC.

The signal cable shall connect radio frequency (RF) input/output channels from the TTI reader to the TTI directional antennas – one cable per antenna. The Contractor shall route signal cable through existing structures or through new flexible or rigid polyvinylchloride (PVC) conduit mounted to existing structures as shown on the plans. Each signal cable shall be a continuous cable, with no splices, terminated with male N-type crimp on straight plugs on both ends. Installations that require cable lengths exceeding 100 feet shall utilize lower loss cable as to not exceed 3-4dB of loss per run. All signal cables shall be labeled on both ends with ultraviolet (UV) light resistant colored tape before installation. The same color label shall be used on both ends of one cable and label colors shall not repeat at the same installation site. Labels shall be installed such that they are distinguishable from the ground wire.

The Contractor shall ensure strain relief and drip loops in coaxial antenna cable. The Contractor shall provide full support to all coaxial cable not in conduit and wiring trays. All cable entrances in conduits, conduit entrances in structures and cabinets shall be sealed and waterproofed. Conduit and signal cable shall not enter the top of the communications cabinet that houses the TTI reader. Entering through the bottom of the cabinet is preferred, although side entrances will be permitted. Waterproofing mastic shall be applied at all antennas to signal cable connections following manufacturer's recommendations.

The Contractor shall connect antenna signal cables to the TTI reader such that:

1. Northbound vehicle detection corresponds to Port 1,
2. Southbound vehicle detection corresponds to Port 2,
3. Eastbound vehicle detection corresponds to Port 3, and
4. Westbound vehicle detection corresponds to Port 4.

RS-232 serial and Ethernet communications from the TTI reader shall terminate on their respective surge suppression device. The connection to serial surge suppressor shall allow access to the reader via laptop computer.

The Contractor shall configure the TTI reader in accordance with manufacturer's recommendations and the following specifications:

1. CalTrans Title 21 and ISOC protocols enabled for tag detection with only active antenna channels enabled
2. Power levels set to the minimum needed for reliable transponder detection.

The unit shall be configured for serial communication with the following:

1. 19,200 bits per second
2. 8 data bits
3. No parity
4. 1 stop bit
5. No flow control

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**REVISION OF SECTION 614  
TRAVEL TIME INDICATOR**

TPS script v 3.8 shall be configured in the TTI reader per CDOT guidelines with the following:

1. interval: 60 seconds
2. Reader ID: as shown on the plans
3. Heartbeat: 10 seconds

The TTI will be installed, include warranty, documentation, IDentity 6204 , power supply, antenna mounts, antennas, waterproofing mastic, conduit and connectors, installation hardware, wiring, test equipment, labor, and all other items necessary to complete the work. Each TTI shall include aiming the antenna, complete in place, in accordance with the Plans and these Special Provisions. TTI shall include reader connections, testing, warranty, documentation, all necessary cabling (excluding signal cable), all equipment and labor necessary for installation. Testing will be measured as 90 percent vehicle transponder detection. Testing shall include a full data path to the TTI and Acceptance by the Department.

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
LANE USE CONTROL SIGNAL LED (SINGLE FACED) AND  
VARIABLE MESSAGE SIGN**

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

**DESCRIPTION**

This work consists of furnishing, installing and testing full-color Light Emitting Diode (LED) lane use control signals and variable message signs, associated equipment controller and cabinets, cabinet foundation and mounting hardware at locations shown in the plans. The LED lane use control signal shall be a LED Dynamic Message Sign (LED DMS) equipped with 64x64 pixel matrix at 20mm pixel pitch and utilizing 24 bit RGB color. The LED variable message signs shall be LED DMSs equipped 80x80 pixel matrix at 20mm pixel pitch and utilizing 24 bit RGB color. One sign controller shall be capable of controlling and monitoring multiple lane use control signals. The signs and sign controllers shall be capable of operating without any decrease in performance over a temperature range of -34° F to +140° F and a relative humidity range of 0 to 99 percent, non-condensing.

**MATERIALS**

- (a) *Certifications:* Prior to start of the installation of the LED DMS the Contractor shall provide the following certifications to the Engineer for review and approval:
1. Certification showing that the manufacturer of the LED DMS is fully compliant with ISO 9001 as of the bid date for this Project. The ISO 9001 Certification shall apply to the facility, and to the design, fabrication, installation, and maintenance of the LED DMS. The facility where this company actually designs and manufactures the LED DMS shall be ISO 9001:2000 or later certified a minimum of one year prior to the bid date for this Project.
  2. Working drawings showing the sign housing and mounting brackets shall be sealed by a Professional Engineer registered in the State of Colorado and shall be submitted in accordance with subsection 105.02. The sign housing shall also be designed and PE sealed to comply with applicable requirements of current AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
  3. Certification showing that welding of the LED DMS housing is in accordance with the American Welding Society (AWS) Standards, ANSI/AWS D1.2-97. The LED DMS manufacturer's welders and welding procedures shall be certified by an ANSI/AWS Certified Welding Inspector to the ANSI/AWS D1.2-97 Structural Welding Code for Aluminum.
  4. Certification that all aluminum face materials have a coating that meets or exceeds the requirements of the American Architectural Manufacturers Association (AAMA) Specifications Publication No. 2605. (16) Certification that the LEDs were tested and binned in accordance with the CIE Test Method A. Documentation and information on software as described in NTCIP Requirements of this Project Special Provision..
  5. Documentation verifying the DMS is listed by an accredited 3<sup>rd</sup> party testing organization for conformance to UL48 and UL 1433.

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**REVISION OF SECTION 614  
LANE USE CONTROL SIGNAL LED (SINGLE FACED) AND  
VARIABLE MESSAGE SIGN**

6. Documentation providing proof printed circuit board (PCB) conformal coating conformance to IPC-CC-830. (19) Documentation that the sign's structural integrity is in conformance to current American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals.
  7. Documentation that the LED DMS conforms to the Transient Protection and Vibration of the NEMA Standard TS4, Section 2.
- (b) *Sign Housing:* All component parts shall be easily and readily accessible by a single person for inspection and maintenance. The housing shall be weather tight, and compliant to the National Electrical Manufacturers Association (NEMA) 3R Standard. All parts shall be made of corrosion resistant materials, such as plastic, stainless steel or aluminum. Painted steel is not acceptable. No self-tapping screws shall be used. The exterior front face surfaces shall be finish coated by a system that meets or exceeds the American Architectural Manufacturers Association (AAMA) Specification No. 2605. The finish shall be matte black.

The main body of the sign housing shall be constructed of aluminum with a natural mill finish. All exterior seams shall be continuously welded by an inert gas process, except for the coated fascia material.

The glazing shall be constructed of clear polycarbonate sheets with surfaces that resist hazing from UV light. The glazing shall be protected by an aluminum mask with apertures punched directly in front of each pixel. The coating shall meet or exceed the AAMA Specification No. 2605.

For surge protection, the system power shall be protected by two stages of transient voltage suppression devices. Tripping of each stage (or both if tripped simultaneously) of the surge protection shall cause the sign controller to report the error condition to central on the next poll (for multi-drop operation). There shall be an option that is either enabled or disabled and is selected and downloaded from the central system control software to the sign controller. When this option is enabled, tripping of the second stage of surge protection shall prevent power from reaching any components of the sign until the surge protection has been replaced. When this option is disabled, the sign will continue to function normally after the second stage of surge protection is tripped.

- (c) *Sign Mounting Bracket Assembly:* The mounting brackets for lane use control signals shall be designed in accordance to standard sign mounting bracket for monotube structures.
- (d) *Electronics:* All electronic components, except printed circuit boards, shall be commercially available, easily accessible, replaceable and individually removable using conventional electronics repair methods.

All PCBs shall be completely conformal coated in accordance to IPC CC-830 standard. The exception for this coating shall be the pixels on the front of the PCB of the LED motherboards and any components in sockets.

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**REVISION OF SECTION 614  
LANE USE CONTROL SIGNAL LED (SINGLE FACED) AND  
VARIABLE MESSAGE SIGN**

All integrated circuits shall be individually replaceable. Components shall be arranged so they are easily accessible for testing and replacement. All circuit designs shall utilize high quality electronic components and shall provide a mean time before failure of at least 3 years. Provisions shall be made to prevent face fogging and condensation.

The sign shall be capable of operating with 120/240 VAC, 60 Hz, single phase power.

DMS pixels shall be constructed with discrete LEDs manufactured by a reputable manufacturer such as Avago Technologies (formerly Agilent Technologies), Nichia Corporation, OSRAM or EOI. Discrete LEDs shall conform to the following specifications:

- All LEDs shall have a nominal viewing cone of 30 degree angle of 15 degrees measured from the center of the longitudinal viewing cone.
- Color LEDs shall utilize AlInGaP semiconductor technology and shall emit light that has a peak wavelength of  $590 \pm 5$  nm. Color LEDs shall utilize Red AlInGaP 626 nm, Green InGaN 525 nm and Blue InGaN 470 nm.
- The LED packages shall be fabricated from UV light resistant epoxy.
- The LED manufacturer shall perform intensity sorting of the bins. LEDs shall be obtained from no more than two (2) consecutive luminous intensity "bins" as defined by the LED manufacturer.
- The LED manufacturer shall perform color sorting of the bins. LEDs shall be obtained from no more than two (2) consecutive color "bins" as defined by the LED manufacturer.
- The various LED color and intensity bins shall be distributed evenly throughout the sign and shall be consistent from pixel to pixel. Random distribution of the LED bins shall not be accepted.
- The LED manufacturer shall assure color uniformity and consistency on the LED display face within the 30 degree cone of vision and shall not have inconsistent color and intensity shifts.
- LED package style shall be surface-mount or through-hole with or without standoffs.
- All LEDs used in all DMS provided for this contract shall be from the same manufacturer and of the same part number, except for the variations in the part number due to the intensity and color.
- The LEDs shall be rated by the LED manufacturer to have a minimum lifetime of 100,000 hours of continuous operation while maintaining a minimum of 70% of the original brightness.

Pixel power drawn from the DC supplies shall not exceed 1.5 watts per pixel, including the driving circuitry. The LED DMS shall be equipped with a minimum of three (3) photo sensors that measure

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**REVISION OF SECTION 614  
LANE USE CONTROL SIGNAL LED (SINGLE FACED) AND  
VARIABLE MESSAGE SIGN**

outdoor ambient light level. These devices shall permit automatic light intensity measurement of light conditions at each sign location. These sensors shall be mounted in a manner to measure front, rear and ambient light conditions. Provisions shall be made to prevent perceivable brightening of the sign due to stray headlights shining upon the photo sensors at night.

The power supplies shall be paralleled in a diode OR configuration such that one supply may completely fail and the sign will still be supplied with enough power to run 40% of all pixels.

The signs shall be capable of displaying ASCII characters 32 through 126 (including all upper and lower case letters and digits from 0 to 9) at any location in a message line.

- (e) *Cabinet:* The cabinet shall be NEMA 3R ground mount traffic controller style cabinet with dual-sided access, polycarbonate base and cast-in-place concrete pad. The cabinet type shall be as follows:

DMS Equipment Cabinet shall be a Model 332 cabinet.

The equipment cabinet shall be natural aluminum with anchor bolts in accordance with the FHWA-IP-78-16 specification. The cabinet shall include the following minimum requirements:

- Two (2) internal (front/back) fluorescent lamps
- Full-height standard Electronics Industry Alliance (EIA) 19-inch rack with a minimum of one (1) pullout drawer
- Power panel board circuit breakers meeting the following minimum requirements
- Service entrance-rated
- Minimum of 12 circuit breaker mounting positions
- Short circuit rating of 22,000 amps for main and 10,000 amps branch circuits
- Underwriters' Laboratories (UL) Listed
- Two (2) 15-amp National Electrical Manufacturers Association (NEMA) 15-R 120VAC duplex outlet with one (1) ground-fault circuit interrupter.
- One (1) earth ground lug that is electrically bonded to the cabinet.
- One (1) thermostatically controlled 100 cubic feet per minute (cfm) exhaust fan mounted near the top of the cabinet.
- Filtered air intake ports with removable and replaceable fan and filter located on the bottom third of each access door.
- Remote communication device.

A 19-inch rack mountable power conditioner shall be installed in the DMS Equipment Cabinet to provide – simultaneously- fully regenerated, conditioned power with true sine wave and continuous AC outputs to controllers, and communication devices.

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**REVISION OF SECTION 614  
LANE USE CONTROL SIGNAL LED (SINGLE FACED) AND  
VARIABLE MESSAGE SIGN**

The system power and communication lines shall each be protected by two stages of surge protection devices. The first stage shall be an arc discharge, gas discharge tube or a thyristor surge protection based unit with local and remote reporting capability. The second stage shall be metal oxide varistor (MOV) based. This second stage shall include a crowbar circuit, that when remotely enabled, shall trip the power circuit breaker when the second stage surge suppressor is activated. In both cases, tripping of each stage (or both if tripped simultaneously) of the surge protection and shall report the power surge condition to the sign controller for report to central. The crowbar shall be an option that is either enabled or disabled and is selected and downloaded from the central system control software to the sign controller. When this option is enabled, tripping of the second stage of surge protection shall prevent power from reaching any components of the sign until the surge protection has been replaced. When this option is disabled, the sign will continue to function normally after the second stage of surge protection is tripped.

- (f) *Control and Communication:* The sign controller shall be supplied by the manufacturer of the LED DMS. The sign controller shall be a stand-alone microprocessor-based system, which does not require continuous communication with central control software in order to perform most DMS control functions.

The sign controller shall meet the following operational requirements:

- Communicate using embedded National Transportations Communication for
- Intelligent Transportation System Protocol (NTCIP) protocol
- Contain memory for storing changeable and permanent messages, schedules, and other necessary files for controller operation
- Include a front panel user interface with graphical vacuum fluorescent display (VFD) or liquid crystal display (LCD) and keypad for direct operation and diagnostics
- Contain a minimum of one (1) NTCIP-compliant Ethernet port with RJ45 connector
- Have the ability to play volatile messages
- Contain LED DMS-specific control firmware (embedded software) that shall monitor all external and internal sensors and communication inputs and control the display modules as directed by external control software and the front panel interface

NTCIP shall be natively supported in the LED DMS controller. External protocol converter or translator devices shall not be allowed. The sign controller shall be programmed to receive and transmit NTCIP compliant sign control commands from the central system control software and laptop computer. The controller shall have power-up and auto-restart capabilities with programmable default actions when recovering from a power off condition. A hardware watch dog circuit shall provide automatic reset of the controller and communications device. Central control shall have ability to perform a remote command for the controller and communications device reset.

The controller shall be able to accept standard uninterruptible power supply (UPS) shutdown commands via Ethernet or serial interface.

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**REVISION OF SECTION 614  
LANE USE CONTROL SIGNAL LED (SINGLE FACED) AND  
VARIABLE MESSAGE SIGN**

The controller shall perform all communication, control and feedback functions and shall not require an intermediate control device and be the only sign controller. Communication and control lines between the sign controller and the system interface circuits shall be opto-coupled.

The sign controller shall be capable of being controlled from the central system control software via RS-232 serial and Ethernet communications.

The communications between the sign controller and the central system control software shall comply with the NTCIP. The sign controller shall support all NTCIP conformance levels, conformance groups, objects, and minimum storage sizes and ranges as specified in NTCIP Requirements in this specification.

In addition to the standard Management Information Base (MIB) objects, the sign shall include any additional manufacturer-specific MIB objects required to support all of the sign and central software functionality defined in this specification.

Protect low voltage communication lines (twisted pair or coaxial) with multi-stage one- pair or two-pair surge suppressors designed for high-exposure applications, providing common mode and differential mode protection, with a maximum clamping voltage of 10 volts greater than peak DC or maximum AC RMS signal voltage and peak surge current rating of 10kA.

The sign controller shall be capable of being remotely reset from the central system control software.

The sign controller shall provide software modules that will allow integration with CDOT Colorado Transportation Management System (CTMS) systems.

The sign controller shall allow user-configuration of maximum and minimum temperature in which to turn fans on and off.

The sign controller shall have polling capability and at a minimum shall be capable of reporting the status of the following:

1. Pixel operational status that includes every string of every pixel
2. Sign and ambient temperature
3. DC power supply status
4. The current state (on or off) of each pixel, including any pixel errors, in the actual, currently displayed message without disturbing the message in any way. This shall be real time and shall not be based on a previous pixel test.
5. Communication failure log
6. AC surge protector status

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**REVISION OF SECTION 614  
LANE USE CONTROL SIGNAL LED (SINGLE FACED) AND  
VARIABLE MESSAGE SIGN**

The controller software shall be capable of displaying the following types of messages:

1. Static or alternating messages capable of displaying any character or set of characters
2. Full Graphic capabilities.

The sign controller shall be capable of monitoring ambient light sensor circuits in the sign and convert the measured light intensity into the desired pixel brightness.

**MANUFACTURER QUALIFICATIONS**

The manufacturer shall supply experience documentation showing that the manufacturer has been in business, under the current corporate name, designing and manufacturing LED DMS for a minimum of 5 years prior to contract bid date; and that the manufacturer has in operation a minimum of 100 LED DMSs. These 100 LED

DMSs shall be from a minimum of 5 separate projects and operational for a minimum period of 3 years prior to the contract bid date.

**WARRANTY**

The Contractor shall ensure that the manufacturer can warranty the product for a minimum of 3 years for all parts returned to the factory, and full telephone technical support at no additional charge to CDOT. The technical support shall include access to a trained service representative who can respond within 24 hours to questions related to all LED DMS related equipment problems and maintenance issues.

**TRAINING**

The manufacturer shall provide 8 hours of class room training for CDOT at the Colorado Transportation Management Center (CTMC) in Golden, Colorado. The manufacturer shall supply 8 hours of on-site training in the sign for the CTMC staff.

**CONSTRUCTION REQUIREMENTS**

Contractor shall be fully responsible for the delivery of the signs, sign controllers, cabinets and cabinet bases to the installation site and any damages that occur in the installation delivery process. Construction of concrete pad and installation of controller cabinet base shall be done in accordance to CDOT standards.

Contractor shall provide a minimum of 10 feet of coiled slack power and control cables for each LED DMS in the pull boxes or inside the sign structure.

The LED DMS shall be installed in accordance with manufacturer's recommendations. A qualified factory representative shall be available on site to ensure proper installation and testing.

The controllers for the lane use control signals and variable message signs shall be installed in accordance with manufacturer's recommendations inside the DMS equipment cabinets as shown on the Plans. A qualified factory representative shall be available on site to ensure proper installation and testing.

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**REVISION OF SECTION 614  
LANE USE CONTROL SIGNAL LED (SINGLE FACED) AND  
VARIABLE MESSAGE SIGN**

See Testing & Integration Plan for additional requirements.

Installation of all earth grounding shall conform to the current National Electric Code.

A minimum of five copies of the operations manual detailing the electrical schematics, operation and maintenance of the LED DMS system, including spare software copies, shall be provided. Additional copies may be requested by the Engineer. One copy of the manual shall remain inside the sign housing or control cabinet. One copy shall be mailed to the Colorado Transportation Management Center at 425 C Corporate Circle, Golden, Colorado 80401.

The lane use control signal and variable message sign shall include installation, testing, acceptance, labor, materials, and equipment necessary to complete the work of installation and operations. Work includes delivery of all equipment and cabinets to the installation site; installation of sign controllers, auxiliary control panel, sign housing, and all associated electronics, communications equipment, DMS equipment cabinet, and wiring; all tests as described herein; and standard warranty. Work includes ensuring there are communications between signal and sign devices and CTMC.

**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

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

**DESCRIPTION**

This work consists of furnishing and installing a Light Emitting Diode Variable Toll Message Sign (LED VTMS) and associated equipment cabinets. The sign shall be fully compatible with the mounting hardware and support structure shown on the plans. The LED VTMS shall be equipped with the ability to display 7 characters of text at a height of 18-inch tall characters. The pixel matrix shall be a minimum of 7x35. The sign shall include a power shut off mounted to the sign structure near the controller interface cabinet. The sign shall be capable of operating without any decrease in performance over a temperature range of -34° F to +140° F with a relative humidity of 0 to 99 percent, non-condensing. The sign shall have a minimum design life of 20 years.

**MATERIALS**

- (a) *Certifications.* Prior to start of the installation of the LED VTMS the Contractor shall provide the following certifications to CDOT for Approval:
1. Certification showing that the manufacturer of the LED VTMS is fully compliant with ISO 9001 as of the bid date for this Project. The ISO 9001 Certification shall apply to the facility, and to the design, fabrication, installation, and maintenance of the LED VTMS. The facility where this company actually designs and manufactures the LED VTMS shall be ISO 9001:2000 certified a minimum of one year prior to the bid date for this Project.
  2. Working drawings showing the sign housing shall be sealed by an Engineer registered in the State of Colorado and shall be submitted in accordance with subsection 105.02.
  3. Certification showing that welding of the LED VTMS housing is in accordance with the American Welding Society (AWS) Standards, ANSI/AWS D1.2-97. The LED VMS manufacturer's welders and welding procedures shall be certified by an ANSI/AWS Certified Welding Inspector to the ANSI/AWS D1.2-97 Structural Welding Code for Aluminum.
  4. Certification that all aluminum face materials have a coating that meets or exceeds the requirements of the American Architectural Manufacturers Association (AAMA) Specifications Publication No. 2605.
  5. Certification that the LEDs were tested and binned in accordance with the CIE Test Method A.
  6. Documentation and information on software as described in NTCIP Requirements of this Project Special Provision.
  7. Documentation verifying the VTMS is listed by an accredited 3<sup>rd</sup> party testing organization for conformance to UL48 and UL 1433.
  8. All workmanship shall comply with IPC-A-610C, Class 2 titled "Acceptability of Electronic Assemblies".

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**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

9. Documentation providing proof PCB silicon conformal coating conformance to MIL-I-46058C Type SR and IPC-CC-830.
  10. Documentation that the sign's structural integrity is in Conformance to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals (Third Draft).
  11. Documentation that the VMS conforms to the Transient Protection and Vibration of the NEMA Standard TS4, Section 2.
- (b) *Sign Housing.* All component parts shall be easily and readily accessible by a single person for inspection and maintenance. The housing shall be weather tight, and compliant to the NEMA 3R Standard.

All parts shall be made of corrosion resistant materials, such as plastic, stainless steel or aluminum. Painted steel is not acceptable. No self-tapping screws shall be used. The exterior front face surfaces shall be finish coated by a system that meets or exceeds the AAMA Specification No. 2605. The finish shall be matte black. The main body of the sign housing shall be constructed of aluminum with a natural mill finish. All exterior seams shall be continuously welded by an inert gas process, except for the coated fascia material.

The glazing shall be constructed of clear polycarbonate sheets with surfaces that resist hazing from UV light. The glazing shall be protected by a coated 0.090 inch aluminum mask with apertures punched directly in front of each pixel. The coating shall meet or exceed the AAMA Specification No. 2605.

For surge protection, the system power shall be protected by two stages of transient voltage suppression devices. Tripping of each stage (or both if tripped simultaneously) of the surge protection shall cause the sign controller to call central and report the error condition (for dialup operation) or report the error condition to central on the next poll (for multi-drop operation). There shall be an option that is either enabled or disabled and is selected and downloaded from the central system control software to the sign controller. When this option is enabled, tripping of the second stage of surge protection shall prevent power from reaching any components of the sign until the surge protection has been replaced. When this option is disabled, the sign will continue to function normally after the second stage of surge protection is tripped.

- (c) *Sign controller.* The sign controller shall be installed into the Communications Cabinet on the side of the road. The sign controller shall allow for control and monitoring of multiple VTMS inserts. The sign controller shall be a stand-alone microprocessor-based system, which does not require continuous communication with VTMS control software in order to perform most VTMS control functions.

The sign controller shall meet the following operational requirements:

- Communicate using embedded National Transportation Communications for ITS Protocol (NTCIP) protocol
- Contain memory for storing changeable and permanent messages, schedules, and other necessary files for controller operation

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**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

- Include a front panel user interface with graphical VFD or LCD and keypad for direct operation and diagnostics as described herein
- Contain a minimum of two (2) NTCIP-compliant RS232 communication ports
- Contain a minimum of one (1) NTCIP-compliant Ethernet port with RJ45 connector
- Have the ability to play volatile messages
- Contain VMS-specific control firmware (embedded software) that shall monitor all external and internal sensors and communication inputs and control the display modules as directed by external control software and the front panel interface
- Ability for remote firmware upgrades that error check to eliminate firmware corruption

NTCIP shall be natively supported in the VTMS controller. External protocol converter or translator devices shall not be allowed. The sign controller shall be programmed to receive and transmit NTCIP compliant sign control commands from the central system control software and laptop computer. The controller shall have power-up and auto-restart capabilities with programmable default actions when recovering from a power off condition. A hardware watch dog circuit shall provide automatic reset of the controller and communications device. Central control shall have ability to perform a remote command for the controller and communications device reset. The controller shall be able to accept standard UPS shutdown commands via Ethernet or serial interface

The Controller shall perform all communication, control and feedback functions and shall not require an intermediate control device and be the only sign controller. Communication and control lines between the sign controller and the system interface circuits shall be opto-coupled.

- (d) *Electronics.* All electronic components, except printed circuit boards, shall be commercially available, easily accessible, replaceable and individually removable using conventional electronics repair methods.

All Printed Circuit Boards (PCBs) shall be completely conformal coated with a silicone resin that meets the IPC CC-830 standard. The exception for this coating shall be the pixels on the front of the PCB of the LED motherboards and any components in sockets.

All integrated circuits shall be individually replaceable. Components shall be arranged so they are easily accessible for testing and replacement. All circuit designs shall utilize high quality electronic components and shall provide a meantime before failure of at least 3 years.

The sign and the controller shall be capable of operating with 120/240 VAC, 20 amp per leg, 60 Hz, single phase power. Each circuit in the sign shall be powered from a circuit breaker. Inside the roadside cabinet, all 120 VAC service lines shall be independently protected by a thermo-magnetic circuit breaker at the sign housing entry point. All 120 VAC wiring shall be located in conduit, pull boxes, raceways, or control cabinets as required by the National Electrical Code (NEC). No 120 VAC wiring shall be exposed within or outside of the sign housing.

The pixels shall be red/green/amber in color and utilize precision optical performance AlInGaP II LEDs (for red LEDs) or InGaN LEDs (for green LEDs) constructed of aluminum indium gallium

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**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

phosphide. The brightness and color of each pixel shall be uniform over the entire face of the sign within the 30-degree cone of vision from minimum of 200 feet up to and including 1,100 feet in all lighting conditions. Each pixel shall be 40 candelas at 20mA as measured by the sum of the brightness of the individual LEDs in each pixel. The brightness of each LED shall be measured in accordance with CIE Test Method A, as described in CIE 127-1997, Technical Report: Measurement of LEDs.

Each pixel shall contain two strings of LEDs. The pixel strings shall be powered from a regulated DC power source and the LED current shall be maintained at 25 plus or minus three milliamperes per string to maximize life of the pixel. The failure of an LED in one string within a pixel shall not affect the operation of any other string or pixel. The LEDs shall be capable of operating in a temperature range of -40 degrees to +100 degrees C. The LEDs shall be moisture resistant epoxy with UV-A and UV-B inhibitors.

Pixel power drawn from the DC supplies shall not exceed 1.5 watts per pixel, including the driving circuitry.

A minimum of one photocell shall be installed on the sign. This device shall permit monitoring of light conditions at each sign location and automatic selection of light intensity levels. The method or algorithm used to calculate the intensity level shall be determined by the manufacturer and tested under real-world lighting conditions.

The power supplies shall be paralleled in a diode OR configuration such that one supply may completely fail and the sign will still be supplied with enough power to run 40% of all pixels. The power supply shall be located inside the roadside cabinet and not in the sign. The Contractor shall work with the Vendor to determine proper cabling requirements from the cabinet to the sign.

All cables shall be securely clamped/tied in the sign housing. No adhesive attachments will be allowed.

The signs shall be capable of displaying ASCII characters 32 through 126 (including all upper and lower case letters and digits from 0 to 9) at any location in a message line.

The Contractor shall be responsible for locating the nearest electrical power and CDOT communication sources and connecting those sources to the appropriate terminations with the LED VTMS. The Contractor shall cooperate with the local electrical and communication utilities to establish a service accounts at the direction of the Engineer.

- (e) *Communication.* The sign controller shall be capable of being controlled from the central system control software and the controller interface cabinet via RS-232 serial and Ethernet communications.

The sign controller shall include separate interfaces for communication with the central system control software and the controller interface cabinet.

The communications between the sign controller and the central system control software and controller interface cabinet shall comply with the NEMA NTCIP. The sign controller shall support

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**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

all NTCIP conformance levels, conformance groups, objects, and minimum storage sizes and ranges as specified in this specification.

In addition to the standard Management Information Base (MIB) objects, the sign shall include any additional manufacturer-specific MIB objects required to support all of the sign and central software functionality defined in this specification.

Dial-up or hardwire multi-drop communication lines shall be protected by two stages of transient voltage suppression devices including MOVs and spark gap arrestor.

The sign controller shall be capable of being remotely reset from the central system control software.

The sign controller shall allow user-configuration of maximum and minimum temperature in which to turn fans on and off.

The sign shall have polling capability and at a minimum shall be capable of reporting the status of the following:

1. Pixel operational status that includes every string of every pixel
2. Sign and ambient temperature
3. DC power supply status
4. The current state (on or off) of each pixel, including any pixel errors, in the actual, currently displayed message without disturbing the message in any way. This shall be real time and shall not be based on a previous pixel test.
5. Communication failure log
6. UPS status
7. AC surge protector status

The controller software shall be capable of displaying static messages, including any character or set of characters

It shall be possible to flash any character or set of characters in an alternating message at the adjustable frequencies listed above for flashing messages. The flashing period shall be a sub-multiple of the associated alternating on time. It shall also be possible to flash any character or set of characters in a static message.

The sign controller shall monitor the photo cell circuits in the sign and convert the measured light intensity into the desired pixel brightness.

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**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

**MANUFACTURER QUALIFICATIONS**

The manufacturer shall supply experience documentation showing that the manufacturer has been in business, under the current corporate name, designing and manufacturing freeway LED Variable Message

Signs of a similar type for a minimum of 5 years; and that the manufacturer has in operation a minimum of 100 LED VMS. These 100 VMS shall be from 5 separate projects and operational for a minimum of 5 years.

**CONSTRUCTION REQUIREMENTS**

Contractor shall be fully responsible for the delivery of the sign to the installation site and any damages that occur in the installation delivery process.

The LED VTMS shall be installed in accordance with manufacturer's recommendations. A qualified factory representative shall be available on site to ensure proper installation and testing.

The Contractor shall submit a "VTMS acceptance test procedure" for acceptance and shall perform the test in the presence of CDOT and the manufacturer's representative. The test shall also include the use of the latest version of the NTCIP Exerciser, or equivalent, to demonstrate that no proprietary protocols have been used and that the local and central software are NTCIP compliant. The Contractor shall notify CDOT at least two weeks prior to the test date.

A minimum of five copies of the operations manual detailing the electrical schematics, operation and maintenance of the VTMS system, including software copies, shall be provided. Additional copies may be requested by CDOT. One copy of the manual shall remain inside the sign controller cabinet on the side of the road. One copy shall be delivered to the Department.

**WARRANTY**

- (a) *Standard Warranty.* The Contractor shall ensure that the manufacturer can warranty the product for a minimum of 3 years for all parts returned to the factory, and full telephone technical support at no additional charge to the Department. The technical support shall include access to a trained service representative who can respond within 24 hours to questions related to all VTMS related equipment problems and maintenance issues.

The LED VTMS shall include all labor, materials, and equipment necessary to complete the work, including the sign controller, controller interface box, sign housing, electronics, communications equipment, delivery to the installation site and standard warranty.

**NTCIP Requirements**

This portion of the specification defines the detailed NTCIP requirements for the Variable Message Signs covered by the Project specifications.

This specification references several standards through their NTCIP designated names. The following list provides the full reference to the current version of each of these standards. In many cases, the standard is

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## REVISION OF SECTION 614 VARIABLE TOLL MESSAGE SIGN (VTMS)

more widely known by its original NEMA assigned number, in these cases, the NEMA number is also identified. The content of the NEMA standard is identical to that of the NTCIP standard.

Each NTCIP Component covered by these Project specifications shall implement the most recent version of the standard that is at the stage of Recommended or higher as of Sunday, April 03, 2001, including any and all Approved or Recommended Amendments to these standards as of the same date. It is the ultimate responsibility of the vendor to monitor NTCIP activities to discover any more recent documents.

### **General Requirements: Transport Level**

Each NTCIP Component shall comply with NTCIP 2202, (NEMA TS 3.Internet). NTCIP Components may support additional Transport Profiles at the manufacturer's option. Response datagrams shall use the same Transport Profile used in the request. Each NTCIP Component shall support the receipt of datagrams conforming to any of the identified Transport Profiles at any time.

### **Application Level**

Each VMS shall comply with NTCIP 2301, (NEMA TS 3.AP-STMF), as a Managed Agent and shall meet the requirements for Conformance Level 1 (NOTE – See Amendment to standard). SNMP shall be required and STMP shall not be required. An NTCIP Component may support additional Application Profiles at the manufacturer's option. Responses shall use the same Application Profile used by the request. Each NTCIP Component shall support the receipt of Application data packets at any time allowed by the subject standards.

### **Information Level**

Each NTCIP Component shall provide Full, Standardized Object Range Support of all objects required by these procurement specifications, unless otherwise indicated below. The maximum Response Time for any object or group of objects shall be 200 milliseconds.

The vendor's software shall implement all mandatory objects of the mandatory conformance group defined in NTCIP 1201, (NEMA TS 3.4) Global Object Definitions:

- Configuration Conformance Group – Section 3.1
- Security Conformance Group (new in Amendment 1)

The vendor's software shall implement the mandatory objects of the optional conformance groups defined in NTCIP 1201, (NEMA TS 3.4), Global Object Definitions:

- Time Management Conformance Group – Section 3.3
- TimeBase Event Schedule Conformance Group – Section 3.4
- Report Conformance Group – Section 3.5

The vendor's software shall implement all mandatory objects of all mandatory conformance groups defined in NTCIP 1203, (NEMA TS 3.6) Object Definitions for Variable Message Signs:

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**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

- Sign Configuration Conformance Group – Section 4.1
- Message Table Conformance Group – Section 4.6
- Sign Control Conformance Group – Section 4.7

The vendor's software shall implement all mandatory objects of the optional conformance groups defined in NTCIP 1203, (NEMA TS 3.6), Object Definitions for Variable Message Signs:

- GUI Appearance – Section 4.2
- Font Definition – Section 4.3
- VMS Sign Configuration – Section 4.4
- MULTI Configuration – Section 4.5
- Default Message – Section 4.8
- MULTI Error – Section 4.10
- Illumination/Brightness – Section 4.11
- Scheduling – Section 4.12
- Auxiliary I/O – Section 4.13
- Sign Status – Section 4.14
- Status Error – Section 4.15
- Pixel Error Status – Section 4.16
- Fan Error Status – Section 4.18
- Temperature Status – Section 4.17

The vendor's software shall implement the following optional objects defined in NTCIP 1203, (NEMA TS 3.6):

- dmsMessageBeacon – Section 2.6.1.1.1.8.6
- dmsSWReset – Section 2.7.1.1.1.1
- dmsMessageTimeRemaining – Section 2.7.1.1.1.4
- dmsShortPowerRecoveryMessage – Section 2.7.1.1.1.8
- dmsLongPowerRecoveryMessage – Section 2.7.1.1.1.9
- dmsShortPowerLossTime – Section 2.7.1.1.1.10
- dmsResetMessage – Section 2.7.1.1.1.11
- dmsCommunicationsLossMessage – Section 2.7.1.1.1.12
- dmsTimeCommLoss – Section 2.7.1.1.1.13

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VARIABLE TOLL MESSAGE SIGN (VTMS)**

- dmsPowerLossMessage – Section 2.7.1.1.1.14
- dmsEndDurationMessage – Section 2.7.1.1.1.15
- dmsMultiOtherErrorDescription – Section 2.7.1.1.1.20
- dmsStatDoorOpen – Section 2.11.1.1.1.6
- fanFailures – Section 2.11.2.1.1.8
- fanTestActivation – Section 2.11.2.1.1.9
- tempMinCtrlCabinet – Section 2.11.4.1.1.1
- tempMaxCtrlCabinet – Section 2.11.4.1.1.2
- tempMinAmbient – Section 2.11.4.1.1.3
- tempMaxAmbient – Section 2.11.4.1.1.4
- tempMinSignHousing – Section 2.11.4.1.1.5
- tempMaxSignHousing – Section 2.11.4.1.1.6

The vendor's software shall implement the following tags (opening and closing where defined) of MULTI as defined in NTCIP 1203, (NEMA TS 3.6), Object Definitions for Variable Message Signs:

**MULTITag**

- 1 Field
- 2 Flash
- 3 Font
- 4 Hexadecimal Character
- 5 Justification Line
- 6 Justification Page
- 7 Moving Text
- 8 New Line
- 9 New Page
- 10 Page Time
- 11 Spacing – Character

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**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

The Field Tag shall support the following field ID's:

**Field Tag ID Description**

- 1 Time, 12-hour format (no AM/PM indicator)
- 2 Time, 24-hour format
- 3 Temperature in degrees Celsius
- 4 Temperature in degrees Fahrenheit
- 5 Day of week
- 6 Day of month
- 7 Month of year
- 8 Year, 2-digits
- 9 Year, 4-digits

**Sizes and Ranges**

All objects required by these procurement specifications shall support all values within its standardized range. The standardized range is defined by a size, range, or enumerated listing indicated in the object's SYNTAX field and/or through descriptive text in the object's DESCRIPTION field of the relevant standard. The following provides the current listing of known variances for this Project:

**Object Reference Minimum Project Requirements**

**NTCIP 1201 (TS 3.4)**

moduleTableEntry	2.2.3	Shall contain at least one row with moduleType equal to 3 (software). The moduleMake shall specify the name of the manufacturer, the moduleModel shall specify the manufacturer's name of the component and the modelVersion shall indicate the model version number of the component.
maxTimeBaseScheduleEntries	2.4.3.1	7
maxDayPlans	2.4.4.1	7
maxDayPlanEvents	2.4.4.2	7
maxEventLogConfigs	2.5.1	50
eventConfigMode	2.5.2.3	2,3,and 4
maxEventLogSize	2.5.3	200
maxEventClasses	2.5.5	7
maxGroupAddress	2.7.1	1

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VARIABLE TOLL MESSAGE SIGN (VTMS)**

**NTCIP 1203 (TS 3.6)**

dmsNumPermanentMsg	2.6.1.1.1.1	50
dmsMaxChangeableMsg	2.6.1.1.1.3	50
dmsFreeChangeableMemory	2.6.1.1.1.4	50KB
dmsMaxVolatileMsg	2.6.1.1.1.6	50
dmsFreeVolatileMemory	2.6.1.1.1.7	50KB
dmsMsgMultiString	2.6.1.1.1.8.3	See attached table
dmsControlMode	2.7.1.1.1.1	2,4,5
numFonts	2.4.1.1.1.1	4
maxFontCharacters	2.4.1.1.1.3	127
vmsCharacterHeightPixels	2.3.1.1.1.1	4
vmsCharacterWidthPixels	2.3.1.1.1.2	5
vmsSignHeightPixels	2.3.1.1.1.3	7
vmsSignWidthPixels	2.3.1.1.1.4	35
vmsHorizontalPitch	2.3.1.1.1.5	66 or 70mm
vmsVerticalPitch	2.3.1.1.1.6	66 or 70mm
defaultBackgroundColor	2.5.1.1.1.1	0 (black)
defaultForegroundColor	2.5.1.1.1.2	9 (amber)
defaultJustificationLine	2.5.1.1.1.6	2,3,4
defaultJustificationPage	2.5.1.1.1.7	2,3,4
defaultFlashOn	2.5.1.1.1.3	0.5 to 5.0
defaultFlashOff	2.5.1.1.1.4	0.5 to 5.0
defaultPageOnTime	2.5.1.1.1.8	0.5 to 5.0
defaultPageOffTime	2.5.1.1.1.9	0.5 to 5.0
defaultCharacterSet	2.5.1.1.1.10	eightBit (2)
numActionTableEntries	2.9.1.1.1.1	15

**Documentation**

Software shall be supplied with full, electronic documentation containing ASCII versions of the following

Management Information Base (MIB) files in Abstract Syntax Notation 1 (ASN.1) format:

- The relevant version of each official standard MIB Module referenced by the device functionality.
- If the device does not support the full range of any given object within a Standard MIB Module, a vendor specific version of the official Standard MIB Module with the supported range indicated in ASN.1 format in the SYNTAX and/or DESCRIPTION fields of the associated OBJECT TYPE macro. The filename of this file shall be identical to the standard MIB Module, except that it will have the extension “.man”.
- A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros.
- A MIB containing any other objects supported by the device.

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**REVISION OF SECTION 614  
VARIABLE TOLL MESSAGE SIGN (VTMS)**

The vendor shall allow the use of any and all of this documentation by any party authorized by CDOT for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.

**REVISION OF SECTION 614  
TOLL SYSTEM INTEGRATION**

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

**DESCRIPTION**

Subsection 614.01 shall include the following:

This work includes furnishing and installing infrastructure to support an electronic toll collection system to be provided by the ETC System Integrator under separate contract to CDOT / High Performance Tolling Enterprise (HTPE). Infrastructure is to be furnished and installed by the Contractor which includes: PVC conduit, electrical power, gantries, poles, foundations and cabinets as shown in the plan sheets and described in the Special Provisions. Supporting / coordinating activities include lane closures and traffic control as requested by the ETC Systems Integrator and approved according to applicable lane closure policies.

**MATERIALS**

Subsection 614.02 shall include the following:

All infrastructure components, lane closures, and traffic control shall comply with the individual specifications related to them within these Special Provisions.

**CONSTRUCTION REQUIREMENTS**

Subsection 614.09 shall include the following:

The System Integrator will be required to follow the applicable lane closure policy for traffic control for all equipment installation, configuration, integration, and testing activities on the facility. In addition, the System Integrator will be required to schedule all work activities with the Contractor and provide at least 48 hours' notice of any lane closures needed to do the work. If a lane closure cannot be accommodated the Contractor shall propose another time period that is conducive to their work schedule. Any delays to the Project due to scheduling this work are the responsibility of the Contractor.

The Contractor will provide and coordinate traffic control for the ETC System Integrator's activities during the requested and approved lane closure.

Due to long delays regarding equipment of this nature the Contractor can expect up to 6 months backlog from vendors to receive equipment for this work both by the ETC System Integrator and the Contractor and this should be taken into account in the work schedule. This work will include conduit, cabinets, wire, toll equipment, poles, attachments, AVI readers, backup systems, mounting brackets, fiber connectors, connection, etc.

**REVISION OF SECTION 614  
MAINTENANCE OF ITS**

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

**DESCRIPTION**

This specification describes the requirements for maintaining communications and functionality for all existing and proposed ITS devices and infrastructure during construction. ITS devices and infrastructure shall include all electronic devices and associated equipment, and all communications infrastructure.

**CONSTRUCTION REQUIREMENTS**

Maintenance during construction:

The Contractor shall maintain all ITS devices and communications throughout construction.

Resetting and reconfiguring devices or communications or performing cutovers, as required, shall not exceed 48 hours of downtime. All proposed equipment, power, and any temporary communications necessary for maintaining ITS during construction shall be constructed and put in place prior to the cutover or reset in order to minimize downtime of devices.

The Contractor shall submit a cutover plan to CDOT ITS for review prior to performing the work. This cutover plan shall detail how the Contractor will sequence the construction activities so that the existing devices such that the 48-hour downtime is not exceeded.

If temporary wireless communications are needed because fiber optic connectivity cannot practically be maintained during construction for a long duration then wireless modem shall be used to provide cellular CDMA communications from the field device to the CTMC.. New devices shall be procured, furnished, and installed, prior to service disruption, and minimizing ITS device downtime. No more than two ITS devices may be on temporary wireless communications at one time.

## REVISION OF SECTION 614 COMMUNICATIONS CABINET

Section 614 of the Standard specifications is hereby revised for this Project to include the following:

### DESCRIPTION

This work consists of furnishing and installing ground-mounted communications cabinets.

The Communications Cabinet (Type 332) shall be a Type 332 cabinet and furnished for designated locations to house and protect field equipment, communications equipment, Toll Point Uninterruptible Power Supplies (UPS), batteries and power connections, as applicable.

The Communications Cabinet (Type 332D) shall be a Type 332D cabinet and furnished for designated locations to house and protect field equipment, communications equipment, UPS, batteries and power connections.

### MATERIALS

**Communication Cabinets.** The nominal dimensions shall be as shown in Table 1 below. Some variance from these dimensions may be accepted at the Engineer's discretion.

**Table 1 - Communications Cabinet Types**

Cabinet Type	Nominal Dimensions
Communications Cabinet (Type 332)	67" (H) × 24" (W) × 30" (D)
Communications Cabinet (Type 332D)	67" (H) × 49" (W) × 30" (D)

The following items apply to all ground mounted Communications cabinets.

Each cabinet shall be UL 508A *Industrial Control Panels* listed and conform to a NEMA Type 3R rating. The cabinets shall be H-32 aluminum conforming to the requirements of ASTM B209 *Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate*.

All bolts, clamps, fasteners, hinges, latches, nuts and screws shall be stainless steel, unless an alternative corrosion proof material is approved in writing by the Department.

A cabinet grounding stud shall be provided in the vicinity of the ground bus mounted on the back panel as shown on the Plans.

All fabricated materials and added components must be free from burrs and sharp edges. Exterior seams of the cabinet shall be continuously welded with edges ground smooth to a 0.03 inch radius. All welding shall be done with gas tungsten arc welds that comply with AWS B2.1-22-015 *Standard Welding Procedure Specification for Gas Tungsten Arc Welding of Aluminum* and C5.6 *Recommended Practices for Gas Metal Arc Welding*. All welds shall be neatly formed and free of blisters, blowholes, cracks and other irregularities.

The cabinet door openings shall be designed to prevent dust and moisture intrusion in conformance to NEMA 3R requirements. All flange joints shall be welded or continuously formed. The doors shall have an adequately sized, oil-resistant gasket that provides a uniform seal with the door frame surface in conformance with NEMA 3R requirements and shall be permanently bonded to the door. The door shall utilize a continuous stainless steel hinge that allow for door removal from the hinge side. Hinges shall be

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## REVISION OF SECTION 614 COMMUNICATIONS CABINET

mounted such that the cabinet door opens out to the left, unless otherwise specified on the Plans, Project Details or as specified by the Department.

Hinges shall be mounted with appropriately sized stainless steel hardware. The door shall be equipped with a hasp and staple for padlocking and Corbin #2 key lock, without impacting the NEMA 3R rating. A document holder constructed of high-impact thermoplastic shall be provided for each cabinet and permanently mounted to the inside of the door. The Contractor shall insert a copy of the communications cabinet Bill of Materials (BOM), individual cabinet component specification sheets and an as built electrical/low-voltage wiring diagram for the cabinet in the document holder.

### **Warranty:**

The cabinet manufacturer shall affix a permanent label on the inside of the door that identifies the cabinet type, date of manufacture, warranty expiration date and manufacturer's name. The warranty expiration date shall be expressed in the (mm/dd/yyyy) format. The warranty shall cover all cabinet materials and workmanship for two (2) years after delivery of each cabinet.

**DIN Rail:** A DIN rail shall be provided with each cabinet.

**Internal Cabinet Lighting:** Provide a minimum of two light-emitting diode (LED) light strips per door opening to provide illumination for the entire cabinet interior. Each door opening shall also be equipped with a door switch to activate the cabinet lighting. LED light strips and door switches shall be mounted such that they do not interfere with use of rack space or other devices in the cabinet and shall be easily removable for replacement.

**Ventilation:** Provide two (2), independently wired, 100 CFM exhaust fans near the top of the cabinet that are controlled by independent adjustable thermostats. Provide filtered air intake ports with removable and replaceable filter on the bottom third of each access door.

**Grounding Bus Bar:** Equipment ground bus bars shall be provided for each cabinet. Bus bars shall be UL listed and be fabricated from solid, 110 alloy copper. Each bus bar shall accommodate a minimum of seven (7) lug positions. The equipment grounding bus bar shall provide an additional 25% lug position capacity over the amount of terminations utilized for the Project. Multiple bus bars may be used within each cabinet, if the interior dimensions of the cabinet do not allow for the use of a larger bus bar. Each bus bar shall include insulators, stand-off brackets, snap on covers, and stainless steel mounting hardware.

**Foundation:** Each Communication Cabinet shall include a polymer concrete or poured concrete pad that extends at least 2'-6" beyond the cabinet base on each cabinet door side and at least 6" beyond the cabinet base on the other two sides. The cabinet base shall be sealed around the conduits.

**Receptacles:** Provide a minimum of one (1) 15-amp NEMA 15-R 120VAC duplex GFCI receptacle labeled "Convenience Outlet" and one (1) 15-amp NEMA 15-R 120VAC duplex receptacle labeled "ITS Equipment", each with a dedicated circuit.

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### REVISION OF SECTION 614 COMMUNICATIONS CABINET

**Power Conditioner:** The power conditioner shall be installed in the cabinet to provide both fully regenerated, conditioned power with true sine wave and continuous AC outputs to controllers and communication devices, simultaneously. The power conditioner shall be designed for outdoor use, support an operating temperature range of -40°F to +165°F, be operational in humidity levels of 0% to 95% (non-condensing) and operate at an altitude ranging from sea level to two miles above sea level. It shall utilize an input voltage of 120 VAC, 40 to 70 Hz and an output voltage of 120 VAC ( $\pm 3\%$ ), user selectable 50 to 60 Hz ( $\pm 0.25\%$ ).

The power conditioner shall support a maximum output of 1400W at 120 V. It shall have a total harmonic distortion not exceeding 3.0%. The power conditioner shall utilize input and output electrical connectors conforming to the IEC 60320-1 *Appliance Couplers for Household and Similar General Purposes* specification. Its dimensions shall not exceed 1.7 inches (H)  $\times$  11 inches (W)  $\times$  8.5 inches (D) and its weight shall not exceed 5 lbs. One power conditioner shall be provided with each cabinet, and shall be of higher capacity if necessary to accommodate the UPS design.

An integral component of the power conditioner shall be a factory-installed power strip. The power strip shall have six (6) front facing NEMA Type 5-20R outlets. The power strip shall be rated for 20 A at 120 VAC. It shall have an energy rating of 630 Joules, clamping voltage of 500 V and EMI/RFI noise filter of 150 KHz to 100 MHz at up to 43 dB. The power strip shall have a recessed power switch and a power cord of not less than 2.5 feet. The dimensions of the power strip shall be 10 inches (L)  $\times$  1.63 inches (W).

**Load Center:** Each load center shall be readily accessible on the interior of the cabinet close to a door. The load center shall provide a main and a minimum of four (4) branch circuits. The neutral and ground bars shall be tied together in the load center. The ground bar shall be connected to the service disconnect using a bonding strap. The ground bar shall be connected to a grounding electrode using grounding conductors conforming to the requirements of Article 250.122 of the NEC. The grounding electrode shall conform to the requirements of Articles 250.52 through 250.70 of the NEC.

The following items are specific to the Communications Cabinet (Type 332) only:

**Cabinet Rack:** Full-height standard Electronics Industry Alliance (EIA) 19-inch rack with a minimum of one (1) pullout drawer.

The following items are specific to the Communications Cabinet (Type 332D) only:

**Cabinet Rack:** Two (2) full-height standard Electronics Industry Alliance (EIA) 19-inch racks with a minimum of one (1) pullout drawer.

### CONSTRUCTION REQUIREMENTS

Conduit accesses into all cabinets for electrical wiring, specific field device low-voltage control cabling, waveguides and fiber optic cabling, shall be plugged with a manual plug (no foam sealant is allowed). After installation, the top of the cabinet should be approximately 5 feet above the prevailing ground line.

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**REVISION OF SECTION 614  
COMMUNICATIONS CABINET**

Conduit accesses into the cabinet for electrical wiring, specific field device low-voltage control cabling, and fiber optic cabling, shall be plugged with a manual plug (no foam sealant is allowed).

Cable management and strain relief shall be employed within the communications cabinet. Cables shall be labeled and neatly organized using cable ties and/or Velcro. Velcro shall be used on fiber optic jumper cables or bundles of cables containing fiber optic jumper cables.

See project specific Testing & Integration Plan for additional requirements.

## REVISION OF SECTION 614 COMMUNICATIONS CABINET (TYPE I)

Section 614 of the Standard specifications is hereby revised for this Project to include the following:

### DESCRIPTION

This work consists of furnishing and installing communications cabinets at designated Intelligent Transportation System (ITS) field device locations to house and protect electrical power components as shown on the Plans. Communication Cabinet (Type 1) shall be furnished and installed at designated Intelligent Transportation System (ITS) field device sites to house and protect electrical power components, DIN rails, field equipment, serial servers, communications telemetry equipment and fiber optic termination panels. Each Communication Cabinet (Type 1) shall be pole-mounted.

### MATERIALS

**Communication Cabinets.** The nominal dimensions shall be as shown in Table 1 below. Some variance from these dimensions will be accepted, at the Engineer's discretion.

**Table 1 - Communications Cabinet Types**

Cabinet Type	Dimensions	Maximum Weight (w/o back panel)
Communications Cabinet (Type 1)	30" (H) × 24" (W) × 12" (D)	N / A

Communications cabinets shall be UL 508A *Industrial Control Panels* listed and conform to a NEMA Type 3R rating. Communications cabinets shall be H-32 aluminum conforming to the requirements of ASTM B209 *Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate*.

All bolts, clamps, fasteners, hinges, latches, nuts and screws shall be stainless steel, unless an alternative corrosion proof material is approved in writing by the Department.

A cabinet grounding stud shall be provided in the vicinity of the ground bus mounted on the back panel as shown on the Plans.

All fabricated materials and added components must be free from burrs and sharp edges. Exterior seams of the cabinet shall be continuously welded with edges ground smooth to a 0.03 inch radius. All welding shall be done with gas tungsten arc welds that comply with AWS B2.1-22-015 *Standard Welding Procedure Specification for Gas Tungsten Arc Welding of Aluminum* and C5.6 *Recommended Practices for Gas Metal Arc Welding*. All welds shall be neatly formed and free of blisters, blowholes, cracks and other irregularities. All bolts, clamps, fasteners, hinges, latches, nuts and screws shall be stainless steel, unless an alternative corrosion proof material is approved in writing by the Department.

The cabinet door openings shall be designed to prevent dust and moisture intrusion in conformance to NEMA 3R requirements. All flange joints shall be welded or continuously formed. The doors shall have an adequately sized, oil- resistant gasket that provides a uniform seal with the door frame surface in conformance with NEMA 3R requirements and shall be permanently bonded to the door. The door shall utilize a continuous stainless steel hinge that allow for door removal from the hinge side. Hinges shall be mounted such that the cabinet door opens out to the left, unless otherwise specified on the Plans, Project Details or as specified by the Department.

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## **REVISION OF SECTION 614 COMMUNICATIONS CABINET (TYPE I)**

Hinges shall be mounted with appropriately sized stainless steel hardware. The door shall be equipped with a hasp and staple for padlocking and Corbin #2 key lock be utilized in place of the hasp and staple if the NEMA 3R rating can be maintained. A document holder constructed of high-impact thermoplastic shall be provided for each communications cabinet and permanently mounted to the lower portion of the inside door. The Contractor shall insert a copy of the communications cabinet Bill of Materials (BOM), individual communications cabinet component specification sheets and an as built electrical/low-voltage wiring diagram of the communications cabinet in the document holder.

### **Warranty**

The communications cabinet manufacturer shall affix a permanent label on the inside of the door that identifies the cabinet type, date of manufacture, warranty expiration date and manufacturer's name. The warranty expiration date shall be expressed in the (mm/dd/yyyy) format. The warranty shall cover all communication cabinet materials and workmanship, including pole mounting kits, for two (2) years after delivery of each communication cabinet.

### **Back Panels**

Back panels shall be constructed of 0.10 inch Type 5052-H32 aluminum alloy, unless otherwise specified by the

Department. Two back panels and associated mounting hardware shall be included with each communications cabinet and be rated for use in NEMA 3R cabinets. The back panel shall be approximately 1-inch less than the inside dimensions. The back panel shall be 1-inch thick, with air space to allow for mounting screws to be used from either side without protrusion through the opposing face. The back panel shall be mounted within the communications cabinet with a minimum of four screws on an adjustable sliding channel.

### **Outlet Box**

The communications cabinet shall contain a 4 inch square junction box attached to the back panel and near the door opposing the external service disconnect on side B. Each junction box shall be constructed of drawn or welded steel and have a minimum depth of 1.25 inches. Each junction box shall include knockouts and clamps for conduit and cables, as appropriate. Steel box covers shall be provided with each junction box as appropriate for the specific communications cabinet application, e.g., duplex receptacles and/or duplex GFCI receptacles.

A duplex NEMA 5-15R receptacle shall be provided within the outlet box opposing the external service disconnect. NEMA 5-15R receptacles shall be rated for 125 VAC, 0.5 HP and 15 A. It shall be of commercial grade quality and be manufactured from high strength nylon. NEMA 5-15 receptacles shall have two poles, three wires and include a self-grounding strap to insure ground contact.

Duplex NEMA 5-15R GFCI receptacles shall be provided within the outlet box mounted to the backplane of side A. NEMA 5-15R GFCI receptacles shall be rated for 125 VAC, 0.5 HP and 15 A. It shall be of commercial grade quality and manufactured from high strength nylon.

Both duplex NEMA 5-15R and duplex NEMA 5-15R GFCI receptacles shall be UL listed.

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### REVISION OF SECTION 614 COMMUNICATIONS CABINET (TYPE I)

#### Power Conditioner

The power conditioner shall be a Clary SP400U Universal Power Conditioner. The power conditioner shall be designed for outdoor use, support an operating temperature range of -40°F to +165°F, be operational in humidity levels of 0% to 95% (non-condensing) and operate at an altitude ranging from sea level to two miles above sea level. It shall utilize an input voltage of 120 VAC, 40 to 70 Hz and an output voltage of 120 VAC ( $\pm 3\%$ ), user selectable 50 to 60 Hz ( $\pm 0.25\%$ ). The power conditioner shall support an output current of 4.8 A (400 W/570 VA). It shall have a total harmonic distortion not exceeding 3.0%. The power conditioner shall utilize input and output electrical connectors conforming to the IEC 60320-1 *Appliance Couplers for Household and Similar General Purposes* specification. Its dimensions shall not exceed 1.7 inches (h)  $\times$  11 inches (w)  $\times$  8.5 inches depth and its weight shall not exceed 5 lbs. One power conditioner shall be provided with each communications cabinet.

An integral component of the power conditioner shall be a factory-installed power strip. The power strip shall have six front facing NEMA Type 5-15R outlets. The power strip shall be rated for 15 A at 120 VAC. It shall have an energy rating of 630 Joules, clamping voltage of 500 V and EMI/RFI noise filter of 150 KHz to 100 MHz at up to 43 dB. The power strip shall have a recessed power switch and a power cord of not less than 2.5 feet. The dimensions of the power strip shall be 10 inches (L)  $\times$  1.63 inches (W).

#### DIN Rails

Each communications cabinet shall utilize standard 1.38 inch DIN rails. The DIN rails shall be of steel construction with a coating for corrosion resistance. The DIN rails shall utilize 0.25 inch  $\times$  0.71 inch slots for fastening to the back panel located in each communications cabinet. The spacing of the DIN rail slots shall be 0.98 inch center-to-center. DIN rails and associated mounting hardware for attachment to the back panel shall be provided with each communications cabinet in the lengths and quantities specified in the Project Details.

#### 12 VDC Power Supply

The 12 VDC power supply shall support an input voltage range of 85-264 VAC and frequency range of 47-63 Hz. It shall have a typical efficiency of at least 76% and typical AC current of 1.6 A at 115 VAC. The 12 VDC power supply shall provide an output voltage of 12 VDC and have a current rating of 6.3 A. It shall support an output current range of 0 to 6.3 A and have a rated power of 75 W. The 12 VDC power supply shall have overload protection of 105-150% for its rated output power and overvoltage protection for voltages of 15-16.5 VDC. It shall be designed for an operating temperature of +14°F to +140°F and humidity levels of 20% to 90% (non-condensing). The 12 VDC power supply shall conform to the following standards: IEC 60068-2-6 *Environmental Testing (Vibration)* and UL 508 *Industrial Control Equipment*. It shall be DIN rail mountable, have dimensions not exceeding 5 inches (h)  $\times$  2.25 inches (w)  $\times$  4 inches (d) and a weight of not more than 1.5 lb. One 12 VDC power supply shall be provided with each communications cabinet.

**Service Disconnect.** Each service disconnect shall be readily accessible and installed on the exterior of the cabinet close to the door so that the center of the grip of the operating handle of the circuit breaker, when in its highest position, is not more than 6 feet 7 inches above the ground or as required per Article

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**REVISION OF SECTION 614  
COMMUNICATIONS CABINET (TYPE I)**

240.24 of the NEC. The neutral from the power source or service enclosure shall be connected to the ground bar in the service disconnect. The ground bar shall be connected to the service disconnect using a bonding strap.

The ground bar shall be connected to a grounding electrode using grounding conductors conforming to the requirements of Article 250.122 of the NEC. The grounding electrode shall conform to the requirements of Articles 250.52 through 250.70 of the NEC. The service disconnect shall feed a duplex NEMA 5-15R mounted on the inside of the cabinet.

**Pole Mounting Kit**

Each communications cabinet, designated for mounting on a pole, shall include a pole mounting kit suitable the pole diameters for which the cabinet will be mounted. Each pole mounting kit shall include channel bars (for attachment to factory mounting holes on the back of the communications cabinet), pole shims (to prevent cabinet movement against pole), stainless steel straps and all other associated mounting and sealing hardware. The channel bars, pole shims and associated mounting hardware shall be manufactured from either galvanized steel or stainless steel. Mounting holes on the back of the communications cabinet shall be installed at the factory (communications cabinet manufacturer) to assure NEMA 3R integrity along with all factory-recommended mounting and sealing hardware. Field installation or modification of mounting holes shall be prohibited.

**CONSTRUCTION REQUIREMENTS**

Each communications cabinet shall have tapped pads to provide for the mounting of a back panel as specified herein. Conduit accesses into the cabinet for electrical wiring, specific field device low-voltage control cabling, waveguides and fiber optic cabling, shall be plugged with a manual plug (no foam sealant is allowed). After installation, the top of the cabinet should be approximately 5 feet above the prevailing ground line.

**REVISION OF SECTION 614  
COMMUNICATIONS CABINET (TYPE 2)**

Section 614 of the Standard specifications is hereby revised for this Project to include the following:

**DESCRIPTION**

This work consists of furnishing and installing communications cabinets at locations where an Uninterruptible Power Supplies (UPS) and batteries are not required to house and protect field equipment, communications equipment and power connections.

Communication Cabinet (Type 2) shall be a Caltrans 336S and shall be pole-mounted at all CCTV lowering device locations. Ground-mounted applications shall include a raised polymer concrete or poured concrete pad and base.

**MATERIALS**

**Communication Cabinets.** The nominal dimensions shall be as shown in Table 1 below. Some variance from these dimensions will be accepted, at the Engineer's discretion.

**Table 1 - Communications Cabinet Types**

<b>Cabinet Type</b>	<b>Dimensions</b>	<b>Maximum Weight (w/o back panel)</b>
Type 2	46 inches (H) × 24 inches (W) × 22 inches (D)	N / A

Each cabinet shall be UL 508A *Industrial Control Panels* listed and conform to a NEMA Type 3R rating. Communications cabinets shall be H-32 aluminum conforming to the requirements of ASTM B209 *Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate*.

All bolts, clamps, fasteners, hinges, latches, nuts and screws shall be stainless steel, unless an alternative corrosion proof material is approved in writing by the Department.

A cabinet grounding stud shall be provided in the vicinity of the ground bus mounted on the back panel as shown on the Plans.

All fabricated materials and added components must be free from burrs and sharp edges. Exterior seams of the cabinet shall be continuously welded with edges ground smooth to a 0.03 inch radius. All welding shall be done with gas tungsten arc welds that comply with AWS B2.1-22-015 *Standard Welding Procedure Specification for Gas Tungsten Arc Welding of Aluminum and C5.6 Recommended Practices for Gas Metal Arc Welding*. All welds shall be neatly formed and free of blisters, blowholes, cracks and other irregularities.

The cabinet door openings shall be designed to prevent dust and moisture intrusion in conformance to NEMA 3R requirements. All flange joints shall be welded or continuously formed. The doors shall have an adequately sized, oil- resistant gasket that provides a uniform seal with the door frame surface in conformance with NEMA 3R requirements and shall be permanently bonded to the door. The door shall utilize a continuous stainless steel hinge that allow for door removal from the hinge side. Hinges shall be mounted such that the cabinet door opens out to the left, unless otherwise specified by the Department.

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## REVISION OF SECTION 614 COMMUNICATIONS CABINET (TYPE 2)

Hinges shall be mounted with appropriately sized stainless steel hardware. The door shall be equipped with a hasp and staple for padlocking and a Corbin #2 key lock without impacting the NEMA 3R rating. A document holder constructed of high-impact thermoplastic shall be provided for each cabinet and permanently mounted to the inside of the door. The Contractor shall insert a copy of the cabinet Bill of Materials (BOM), individual cabinet component specification sheets and an as built electrical/low-voltage wiring diagram of the cabinet in the document holder.

### **Warranty:**

The cabinet manufacturer shall affix a permanent label on the inside of the door that identifies the cabinet type, date of manufacture, warranty expiration date and manufacturer's name. The warranty expiration date shall be expressed in the (mm/dd/yyyy) format. The warranty shall cover all cabinet materials and workmanship, including pole mounting kits, for two (2) years after delivery of each cabinet.

**Internal Cabinet Lighting.** Provide a minimum of two light-emitting diode (LED) light strips per door opening to provide illumination for the entire cabinet interior. Each door opening shall also be equipped with a door switch to activate the cabinet lighting. LED light strips and door switches shall be mounted such that they do not interfere with use of rack space or other devices in the cabinet and shall be easily removable for replacement.

**Ventilation.** Provide two (2), independently wired, 100 CFM exhaust fans near the top of the cabinet that are controlled by independent adjustable thermostats. Provide filtered air intake ports with removable and replaceable filter on the bottom third of each access door.

**Grounding Bus Bar.** Equipment ground bus bars shall be provided for each cabinet. Bus bars shall be UL listed and be fabricated from solid, 110 alloy copper. Each bus bar shall accommodate a minimum of seven (7) lug positions. The equipment grounding bus bar shall provide an additional 25% lug position capacity over the amount of terminations utilized for the Project. Multiple bus bars may be used within each cabinet, if the interior dimensions of the cabinet do not allow for the use of a larger bus bar. Each bus bar shall include insulators, stand-off brackets, snap on covers, and stainless steel mounting hardware.

**Insulation.** Provide R-4 insulation on interior, sides, top and all doors.

### **Cabinet Layout:**

Each Communications Cabinet shall be physically divided into two (2) sides by a sliding back plane. The front side will house all associated ITS electronics, communication device hardware and a duplex GFCI convenience outlet. The back side will house the power and fiber resources, such as: 120V main power feeding the cabinet, the Clary power conditioner, 6-outlet power strip, equipment power supplies, the fiber termination panel and slack fiber.

### **Back Plane (Front and Back Sides):**

The back plane shall be constructed of 0.10 inch Type 5052-H32 aluminum alloy, unless otherwise specified by the Department. A (two-sided) back plane and associated mounting hardware shall be included with each communications cabinet and be rated for use in NEMA 3R cabinets. The back plane

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### REVISION OF SECTION 614 COMMUNICATIONS CABINET (TYPE 2)

shall be approximately 1-inch less on each side than the inside dimensions. The back plane shall have at least 1-inch of air space between the two sides to allow for mounting screws to be used from either side without protrusion through the opposing face. The back plane shall be mounted within the communications cabinet with a minimum of four screws on an adjustable sliding channel.

#### **Outlet Box:**

**(Front and Back Sides).** The communications cabinet shall contain a 4-inch square junction box attached to the back plane of the front side and near the door opposing the external service disconnect on the side wall of the back side. Each junction box shall be constructed of drawn or welded steel and have a minimum depth of 1.25 inches. Each junction box shall include knockouts and clamps for conduit and cables, as appropriate. Steel box covers shall be provided with each junction box as appropriate for duplex receptacle and/or a duplex GFCI receptacle.

A duplex NEMA 5-15R GFCI receptacle shall be provided within the outlet box mounted to the backplane of the front side, and be labeled "Convenience Outlet". NEMA 5-15R GFCI receptacles shall be rated for 125 VAC, 0.5 HP and 15 A. It shall be of commercial grade quality and manufactured from high strength nylon.

A duplex NEMA 5-15R receptacle shall be provided on the back side within the outlet box opposing the external service disconnect, and be labeled "ITS Equipment". The NEMA 5-15R receptacle shall be rated for 125 VAC, 0.5 HP and 15 A. It shall be of commercial grade quality and be manufactured from high strength nylon. The NEMA 5-15 receptacle shall have two poles, three wires and include a self-grounding strap to insure ground contact.

Both duplex NEMA 5-15R and duplex NEMA 5-15R GFCI receptacles shall be UL listed.

**Power Conditioner (Back Side).** The power conditioner shall be installed in the cabinet to provide both fully regenerated, conditioned power with true sine wave and continuous AC outputs to controllers and communication devices, simultaneously.

The power conditioner shall be a Clary SP400U Universal Power Conditioner. The power conditioner shall be designed for outdoor use, support an operating temperature range of -40°F to +165°F, be operational in humidity levels of 0% to 95% (non-condensing) and operate at an altitude ranging from sea level to two miles above sea level. It shall utilize an input voltage of 120 VAC, 40 to 70 Hz and an output voltage of 120 VAC ( $\pm 3\%$ ), user selectable 50 to 60 Hz ( $\pm 0.25\%$ ). The power conditioner shall support a maximum output of 1400W at 120 V. It shall have a total harmonic distortion not exceeding 3.0%. The power conditioner shall utilize input and output electrical connectors conforming to the IEC 60320-1 *Appliance Couplers for Household and Similar General Purposes* specification. Its dimensions shall not exceed 1.7 inches (h)  $\times$  11 inches (w)  $\times$  8.5 inches depth and its weight shall not exceed 5 lbs. One power conditioner shall be provided with each communications cabinet.

**Six Outlet Power Strip (Front Side).** An integral component of the power conditioner shall be a factory-installed power strip. The power strip shall have six front facing NEMA Type 5-20R outlets. The power strip shall be rated for 20 A at 120 VAC. It shall have an energy rating of 630 Joules, clamping voltage of 500 V and EMI/RFI noise filter of 150 KHz to 100 MHz at up to 43 dB. The power strip shall have a

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### REVISION OF SECTION 614 COMMUNICATIONS CABINET (TYPE 2)

recessed power switch and a power cord of not less than 2.5 feet. The dimensions of the power strip shall be 10 inches (L)  $\times$  1.63 inches (W).

#### **DIN Rails (Front Side):**

Each cabinet shall utilize standard 1.38 inch DIN rails. The DIN rails shall be of steel construction with a coating for corrosion resistance. The DIN rails shall utilize 0.25 inch  $\times$  0.71 inch slots for fastening to the back panel located in each cabinet. The spacing of the DIN rail slots shall be 0.98 inch center-to-center. DIN rails and associated mounting hardware for attachment to the back panel shall be provided with each cabinet.

**Load Center.** Each load center shall be readily accessible and installed on the exterior of the cabinet close to the door on the back side positioned not more than 6 feet 7 inches above the ground or as required per Article 240.24 of the NEC. The load center shall provide a main and a minimum of four (4) branch circuits. The neutral and ground bars shall be tied together in the load center. The ground bar shall be connected to the service disconnect using a bonding strap.

The ground bar shall be connected to a grounding electrode using grounding conductors conforming to the requirements of Article 250.122 of the NEC. The grounding electrode shall conform to the requirements of Articles 250.52 through 250.70 of the NEC. The load center shall feed a duplex NEMA 5-15R mounted on the inside of the cabinet.

**Foundation.** Each Communication Cabinet (Type 2) ) that is to be ground-mounted shall include a polymer concrete or poured concrete pad that extends at least 2'-6" beyond the cabinet base on each cabinet door side and at least 6" beyond the cabinet base on the other two sides. The cabinet base shall be sealed around the conduits. There shall also be 18" high aluminum riser. The bottom of this riser shall be solidly connected to the pad. The riser shall be approximately 2'-0" above the pad and shall include connection mechanisms to which the cabinet can be attached.

### CONSTRUCTION REQUIREMENTS

Each communications cabinet shall have tapped pads to provide for the mounting of a back panel as specified herein.

The cabinet backplane shall be adjusted in depth to allow mounting of a 10 inch deep Ethernet switch on the front side rack rails.

Mounting of equipment and hardware onto the back panel shall be through the use of self-tapping screws or Velcro Extreme as required per the Plans. Self-tapping screws shall be of appropriate size for the equipment or hardware being installed onto the back panel. The length of the self-tapping screw shall not exceed a 1/2 inch and the bit recess in the screw head shall be hexagonal.

The power conditioner shall be mounted to the back plane on the back side of the cabinet such that cooling vents remain unobstructed. The power strip shall be mounted on the back panel on the front side of the cabinet as shown in the Plans.

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**REVISION OF SECTION 614  
COMMUNICATIONS CABINET (TYPE 2)**

DIN rail shall be mounted to the back panel on the front of the cabinet to allow for current and future equipment.

Conduit accesses into the cabinet for electrical wiring, specific field device low-voltage control cabling, and fiber optic cabling, shall be plugged with a manual plug (no foam sealant is allowed). After installation, the top of the cabinet should be approximately 5 feet above the prevailing ground line.

Cable management and strain relief shall be employed within the communications cabinet. Cables shall be labeled and neatly organized using cable ties and/or Velcro. Velcro shall be used on fiber optic jumper cables or bundles of cables containing fiber optic jumper cables. Unused spaces within the back panel and interior wall of the communications cabinet may be used to facilitate cable management, but installation of cable management hardware that penetrate the exterior walls of the communications cabinet shall not be permitted.

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
MICROWAVE VEHICLE RADAR DETECTOR (NON 334)  
This specification is to be used for all NON 334 cabinet sites.**

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

**DESCRIPTION**

This work shall consist of furnishing, installing, and configuring a microwave vehicle radar detector (MVRD) in accordance with these Special Provisions at the locations without ground mounted 334 cabinets. Contractor shall order the Wavetronix SmartSensor HD, configuration software, mounting hardware, and compatible Click! DIN rail mountable components.

**MATERIALS**

The Microwave Vehicle Radar Detector shall include: the radar detection unit with mounting hardware, manufacturer configuration software, power/communication cable, detection unit power supply, serial surge suppression, serial to Internet Protocol (IP) converter, and any additional hardware necessary for a complete and functional installation.

The radar detection unit shall be a Wavetronix SmartSensor HD, model number 101-0415 meeting the following requirements:

The radar detection unit shall include a non-intrusive device using frequency modulated continuous wave radar technology for the gathering of vehicle information including traffic volume, lane occupancy, individual and average speed, vehicle classification, and presence. It shall have auto configuration capabilities to simultaneously identify up to twelve highway lanes with the ability to detect over center median barriers and accurately detect partially occluded vehicles. Weather shall not impact the radar detection of the unit. Wind or temperature change shall not cause the device's original field installation configuration to alter over time. The radar detection unit shall include necessary hardware for pole mounting.

Manufacturer configuration software shall be the latest production version and allow for device discovery, configuration, and troubleshooting.

The power/communication cable shall be the manufacturer's recommended cable for functional operation of the radar detection unit.

A WX-CLK-301 module shall be furnished and installed, along with any cabling, to convert communications from Serial to Ethernet.

The detection unit power supply shall be Wavetronix WX-CLK-201 DIN mountable hardened AC to DC supply meeting manufacturer's recommendations for functional operation. Power supplies are not required when installed at ITS cabinets with existing 12VDC power supplies.

Serial surge suppressor shall be Wavetronix Click WX-CLK-200. The surge suppressor shall be DIN rail mountable with hot swappable protected busses. The surge suppressor shall provide protection for RS-232, RS-485, and DC power to the radar detection unit. Wiring for the surge suppressor shall be by means of pluggable screw terminals and include unprotected RS-232 and RS-485 communications connectors. The surge suppressor shall have a minimum operating temperature range of -29 to 165°F up to 95 percent relative humidity.

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### **REVISION OF SECTION 614 MICROWAVE VEHICLE RADAR DETECTOR (NON 334)**

The serial to IP converter shall be an externally powered, hardened, 35 millimeter DIN mountable unit, with one RJ-45 port for connection to an Ethernet network, one screw terminal port for connection to a serial device, and one DB-9M pass through port for local communication. It shall operate in a minimum temperature range of -30 to 165°F at 0 to 90 percent non-condensing humidity. The converter shall be powered externally and run off of 9 to 30 VDC drawing a maximum of 6 watts.

It shall support RS-232, 422, and 485 serial protocols at data rates from 300 to 230 kilobits per second, with hardware and software support for request to send (RTS), clear to send (CTS), data terminal ready (DTR), data set ready (DSR), and data carrier detect (DCD) signal control lines and modem emulation. Power, Ethernet, serial signals, and diagnostic status shall be visible via individual built in light emitting diodes (LEDs).

The converter shall be capable of a 10/100 megabit per second full duplex Ethernet connection. Serial ports shall be accessible via transmission control protocol/IP (TCP/IP), user datagram protocol/IP (UDP/IP), and include software drivers for mapping the ports to Windows, Linux, and Unix operating systems using a secure encrypted connection. It shall be configurable via command line interface through the serial port and integrated web interface via Ethernet connection. It shall be capable of serial bridging across an Ethernet network when two units are used together.

The converter shall support the following protocols: http/https, SNMP, TCP & UDP/IP, ASCII, DHCP, ARP, telnet, reverse telnet, PPP, SSH, SSL/TLS, and AES. The converter shall satisfy underwriters laboratories (UL) 1950, ANSI/ISA 12.12.01-2000 – Nonincendive Electrical Equipment for Use in Class I and II, Division 2 and Class III, Divisions 1 and 2 Hazardous (Classified) Locations, and Federal Communications Commission (FCC) part 15 (Class A).

The converter power supply shall be designed for a minimum operating temperature range of -13°F to +158°F at humidity levels of 20 to 95 percent (non-condensing), be DIN rail mountable and meet all manufacturer recommendations. The power supply will not be required at Type 1 and Type 2 communications cabinets where a 12 VDC power supply is provided with the cabinet and there is enough capacity on the supply to power all designated 12 VDC equipment at 80 percent loading.

Additional hardware, including but not limited to the following shall be supplied by the Contractor: mounting hardware, data interconnection cables, and power cables.

### **CONSTRUCTION REQUIREMENTS**

The radar detection unit shall be mounted with 0.75 inch Type 201 stainless steel strap and buckles at a height and angle determined by roadway off-set and detection distance in accordance with manufacturer's recommendations.

The power/communication cable shall run from the radar detection unit through the mounting structure to the communications cabinet. A hole not to exceed 1.5 inches shall be made to allow passage of the power/communications cable into the structure. The hole shall not be made below the centerline of the sensor mount, or more than 2 feet above the centerline of the sensor mount. The Contractor shall ensure strain relief and drip loops in the power/communication cable before the cable enters the structure in accordance with manufacture's recommendations, and shall seal the hole with duct seal. Flexible conduit shall be used to run cables from the structure to the communications cabinet. A hole not to exceed 1.5

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**REVISION OF SECTION 614  
MICROWAVE VEHICLE RADAR DETECTOR (NON 334)**

inches shall be made below the communications cabinet to allow the power cable and communications cable to pass from the interior of the structure to the interior of the communications cabinet.

All holes shall be free of burs and sharp edges prior to the installation of all cable, conduit, and conduit nipples. All cable entrances in structures, conduits, and cabinets shall be sealed and waterproofed. All wiring and electrical connections shall be performed in conformance with the latest version of the NEC.

The serial surge suppressor shall be installed on DIN rail inside the communication cabinet. The power/communications cable shall be terminated on the protected side of the WX-SC-200 surge suppression unit per manufacturer's recommendations. The radar detection unit shall be wired to support RS-232 and RS-485 serial communications. Power shall be wired to the manufacturer's recommended power supply or the existing 12VDC power supply supplied in the communications cabinet. Wiring from the surge suppressor to the communication device shall be stranded Cat5 cable.

The serial to IP converter shall be installed on DIN rail inside the communication cabinet and powered from the manufacturer's approved power supply. When installed in a Type 1 or Type 2 communications cabinet, the 12 VDC power supply provided with the cabinet shall be used instead to power the converter as long as the final total load on the supply is less than 80 percent of total capacity.

The network connection from the converter to the field communication equipment shall be made with Cat5e cable using 8P8C terminations. The cable shall be long enough to connect from the field communication equipment directly to the serial device being converted to allow for future upgrade of the device to direct Ethernet communications.

The serial connection from the converter to the serial surge protector shall be made with stranded Cat5e cable. All bare wire connections shall be cleanly terminated with no stray or loose wires.

The network connection from the converter to the field communication equipment shall be made with Cat5e cable using 8P8C terminations.

The Contractor shall configure the converter with IP addresses as shown on the Plans or provided by the Engineer. Serial communication setting shall also be configured to match the serial device.

For a MVRD the settings are typically: 9600 bits per second, 8N1, no flow control; with TCP connections enabled to the serial port.

The Contractor shall utilize the latest version of manufacturer's software to verify optimal and correct sensor alignment to the roadway and configure the sensor. The Contractor shall configure the radar detection unit to detect all lanes per Plan sheets or the Department's direction and in accordance with the manufacture's recommendations. The Contractor shall configure the sensor for the following:

(1) Sensor Settings

A) General tab

1. Subnet/ID=000/Sensor ID per Plans
2. Location= HWY Installed Direction Mile Post and Common Name

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**REVISION OF SECTION 614  
MICROWAVE VEHICLE RADAR DETECTOR (NON 334)**

3. Orientation = Direction the unit is pointing
  4. Date & Time = Synchronize to this computer
- B) Ports tab
1. Comm: RS-232
  2. Baud Rate=9600 bits per second
- C) Outputs tab
1. Legacy Protocols
    - (a) SS105 Protocol = Off
    - (b) RTMS protocol = Off
- (2) Lane Setup
- A) Sensor Alignment: Shall show green, unless detected lanes are not parallel.
  - B) Lane configuration = Setup using auto-configuration and manually adjust as necessary to detect lanes
- (3) Data Setup and Collection
- A) Interval Data: Interval=30 seconds
  - B) Data Push = OFF for output to RS-232 port

Once the device has been configured the Contractor shall verify connectivity through the serial to IP converter to the device, and connect the serial or Ethernet connection to the field communication device as appropriate. Once network connectivity has been verified, the Contractor shall confirm that the device is accessible and fully functional from the centralized software system at the CTMC.

See project specific Testing & Integration Plan for additional requirements for MVRDs.

## **REVISION OF SECTION 614 WIRELESS MODEM**

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

### **DESCRIPTION**

This work consists of furnishing and installing a cellular wireless data modem at field devices as shown on the Plans. The modem is intended to establish remote communications to serial or Ethernet devices via a public carrier network. Communications to the modem may do by public internet, or private CDOT access; and will be determined by the Project or device. At this time CDOT uses Verizon wireless as their service provider.

For this Project the modem is intended to provide temporary communication to TTI, SFR, and/or VMS devices while work is performed to change the hardwired fiber network connection.

### **MATERIALS**

The wireless modem shall include a cellular wireless data modem, associated power supply, cellular antenna, antenna cable, communication cable, and any necessary mounting hardware. All materials shall be furnished and installed by the Contractor.

The cellular wireless data modem shall be a standalone hardened unit designed to communicate to serial and Ethernet devices over 4G LTE and 3G wireless network. The modem shall consist of a unit capable of transmitting data by its embedded operating system and its own TCP/IP stack to enable transmission of data from non-IP devices. The Wireless Modem shall meet the following minimum requirements:

- (1) Communication to Ethernet devices via three 10/100 RJ-45 Ethernet jack.
- (2) Communications to RS-232 serial devices via DB-9F connector at speeds from 300 to 230,400 bps.
- (3) Support TCP/IP, UDP/IP, DHCP, HTTP, SNMP, SMTP, DNS, NAT, PPPoE, VLAN, port forwarding, SMS, MSCI, NMEA, TAIP, and GPS protocols.
- (4) Visual light indicators that show unit status for power, cellular signal, network connection, and data activity.
- (5) Cellular network support for 4G LTE at 700MHz and CDMA EV-DO rev A, 1x EV-DO rev 0, or 1xRTT at 800/1900 MHz with options for MIMO in LTE mode or receive diversity in CDMA mode.
- (6) Remotely upgradeable PRL, firmware, and configuration.
- (7) Minimum EV-DO rev A data rates of 3.1 Mbps downlink and 1.8 Mbps uplink.
- (8) Built in GPS receiver with port for external antenna.
- (9) 50 ohm SMA antenna interfaces.
- (10) Operate on 9-36 VDC at 0.5 amps or less.

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**REVISION OF SECTION 614  
WIRELESS MODEM**

- (11) Operate within a temperature range of -20 to 150°F at 0 to 95% humidity.
- (12) Management platform available from the manufacturer.

The power supply shall output a nominal 12 volts direct current at a minimum of 2 amps to power the wireless cellular data modem. The power supply shall be rated to operate within a temperature range of the modem.

The cellular antenna shall be outdoor rated, omnidirectional, and capable of transmitting and receiving on 3 frequency bands: 700MHz for LTE and 800/1900 MHz for CDMA operation. The antenna shall be base or wall mountable.

The antenna cable shall be an RG-58 coaxial cable type rated at 50 ohms. The cable shall be terminated with a male SMA on one end for connection with the wireless cellular data modem. The other end shall be terminated with the correct connector to interface with the tri band antenna.

The communication cable shall be constructed from twisted pair cable with minimum 22 gauge stranded conductors. For Ethernet communication the cable shall be terminated with 8P8C connectors with T568B pin/pair assignments. For serial communication the cable shall be terminated with a DB-9M for interfacing with the wireless cellular data modem. The other end shall be terminated such that it will mate with the designated end equipment.

**CONSTRUCTION**

The wireless cellular data modem shall be installed in the manor and locations as shown on the plans. A complete installation consists of the wireless cellular data modem, power supply, dual band antenna, antenna cable, communication cable, and wiring power to the unit. The Contractor shall install the power supply to the wireless cellular modem per manufacturer's recommendations. The Contractor shall connect the wireless cellular modem to the designated end equipment as specified in the plans. The placement of the unit shall allow provision for cable installation and maintenance per manufacturer's recommendations. All electrical wiring and connections shall meet NEC standards. The Contractor is responsible for supplying all necessary cabling, connectors, and hardware to make the installation functional.

The Contractor shall provide CDOT ITS with the device ID and login credentials so that CDOT staff can add the device to the network.

The Contractor shall be responsible for the cellular bill and payment during construction

## **REVISION OF SECTION 614 CCD LOOSE TUBE FIBER OPTIC CABLE**

Section 614 of the Standard Specifications is hereby revised for this Project as follows.

### **Notice:**

Every effort has been made to ensure that the information contained in this specification is complete and accurate at the time of publication; however, information contained herein is subject to change.

### **Trademarks:**

ANSI® is a registered trademark of the American National Standards Institute, Inc. KELLEMS® is a registered trademark of Harvey Hubbell, Inc.

### **Scope:**

This specification covers the general design requirements and performance standards for fiber optic cables intended primarily for use in the outside plant environment. The purpose of this document is to provide the essential requirements for All-Dielectric Single Jacket, Single Jacket / Single Armor, and Double Jacket / Single Armor Loose Tube Fiber Optic cable to be used in the City of Denver networks.

The product requirements and features described in this specification are those considered useful for ensuring proper selection and manufacturing of fiber optic outside plant cables.

In this specification, all observed or calculated values are rounded off "to the nearest unit" in the last right hand place of figures used in expressing the limiting value. The round-off method of ASTM E 29 is used.

These cables should comply with industry standards such as Telcordia Technologies GR-20 (formerly Bellcore), Electronic Industries Association (EIA), Telecommunications Industry Association (TIA), International Telecommunications Union (ITU), International Electrotechnical Commission (IEC), and American Society for Testing and Materials (ASTM).

### **Optical Fiber Characteristics:**

High quality optical fibers should be made with pure silica-based glass to have very low loss for infrared wavelengths and to be used to carry large amounts of information for very long distances in optical communication systems.

Details of the optical fibers are not covered in this specification, but the proposed cable should contain AllWave® or TrueWave® fibers for Single-Mode applications, or Multimode fibers that comply with the specific fiber requirements supplied by the City of Denver.

### **Cable Core Characteristic:**

#### 1. Color Code:

The individual colors for fibers and buffer tubes in loose tube cable cores should comply with EIA/TIA-598 as given in the following table.

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CCD LOOSE TUBE FIBER OPTIC CABLE**

**Table 1 – Fiber and Tube Color Code**

<b>Fiber or Tube No.</b>	<b>Color</b>
1	Blue (BL)
2	Orange (OR)
3	Green (GR)
4	Brown (BR)
5	Slate (SL)
6	White (WH)
7	Red (RD)
8	Black (BK)
9	Yellow (YL)
10	Violet (VI)
11	Rose (RS)
12	Aqua (AQ)

2. Central Strength Member

The central member functions as an anti-buckling element, and should be a glass/epoxy composite dielectric rod. A polyethylene overcoat may be applied to the central member to provide the proper spacing between buffer tubes during stranding.

3. Loose Tube Cable Buffer Tubes

Optical fibers are enclosed within buffer tubes that have a diameter several times larger than the diameter of the fibers. The optical fibers are loose within the buffer tubes allowing the fibers to move freely. The loose buffer tubes should have a 2.5 mm diameter, with a nominal wall thickness of 0.4 mm. For composite cable designs when both and multi-mode fibers are contained within the same cable, the single-mode fibers will be contained in the first buffer tubes. The multi-mode fibers will be contained in the sequenced buffer tubes following the multi-mode buffer tubes.

**Table 2 – Buffer Tubes**

<b>Fiber Count</b>	<b>Buffer Tube OD (mm)</b>	<b>Fibers per Tube</b>
1-288	2.5	12

The buffer tubes (and filler rods, if necessary) must be stranded in a reverse oscillation lay (ROL) technique around the central member to allow for easy mid-span access. The core of buffer tubes should be wrapped with two counter helically applied threads to bind together the cable core.

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#### 4. Filler Rods

In order to create a round cable, filler rods of the same diameter as the buffer tubes may be used to fill empty positions. Filler rods are made out of HDPE and are natural in color.

#### 5. Water Blocking System

Water blocking of the core outside and around the buffer tubes must be accomplished via “dry” elements. **In addition, water-blocking inside the buffer tubes must be accomplished via “dry” elements as well.**

These “dry” water blocking elements form a gel compound when in contact with water. The gel should effectively fill the interstices of the core and the inside of the tubes to prevent water penetration along the length of the cable. This dry water blocking significantly reduces cable core access time by eliminating the step of cleaning the buffer tubes and fibers upon entry. Additionally, this technology reduces the cable weight.

Dry water blocking elements should be in the form of binders, tapes, or yarns depending on where they are being applied.

#### **Cable Sheath Characteristic:**

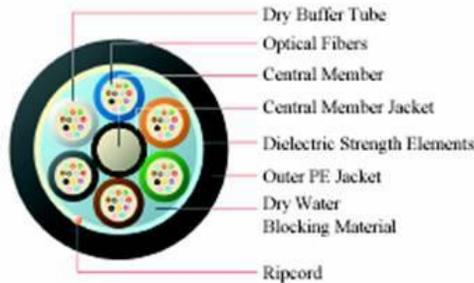
The sheaths described in this section are:

- All-Dielectric Single Jacket: One polyethylene jacket, no metallic elements (SJ)
- Strength Elements: Sheath strength elements are applied over the cable core to provide the cable with the required tensile strength. These elements are made of fiberglass (Aramid yarns may be used as well).
- Inner Jacket (NOT APPLICABLE TO THIS PROJECT)
- Steel Armor (NOT APPLICABLE TO THIS PROJECT)
- Outer Jacket: An outer polyethylene jacket is applied over the cable to provide overall mechanical protection. This jacket is made of MDPE (or HDPE upon request) and is usually black. If required, the jacket could have two co-extruded colored tracer stripes located 180 degrees apart to aid in cable identification. The jacket will be continuous, free from pinholes, splits, blisters, or other imperfections.
- Ripcords: For ease of jacket removal, one clearly identifiable polyester ripcord is provided under the outer jacket for SJ designs. SJ/SA designs shall have two under armor ripcords placed 180 degrees apart. DJ/SA designs shall have one ripcord under both the inner jacket and steel armor.

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Cable Cross-Sections: Single Jacket (SJ)



**Figure 1 – Single Jacket**

**Table 3 – Target Cable Outer Diameters**

Sheath Type	Number of Fibers							
	2 - 60 (5 Pos.)	2 - 72 (6 Pos.)	73 - 96 (8 Pos.)	97 - 120 (10 Pos.)	121- 44 (12 Pos.)	145-216 (18 Pos.)	217-240 (20 Pos.)	241-288 (24 Pos.)
	Cable OD in. (mm)							
SJ	0.42 (10.6)	0.43 (11.0)	0.50 (12.8)	0.57 (14.4)	0.64 (16.2)	0.66 (16.7)	0.69 (17.4)	0.76 (19.2)

**Mechanical, Environmental and Electrical Requirements:**

These cables must meet the requirements of *Telcordia GR-20-CORE* with all testing performed based on *EIA/TIA-455* standards. The manufacturing company must provide proof of their quality control standards with *ISO 9001* and *TL9000* certifications. The cables should comply with the following temperature ranges:

<b>Operation:</b>	-40°C to 70°C (-40°F to 158°F)
<b>Installation:</b>	-30°C to 60°C (-22°F to 140°F)
<b>Storage/Shipping:</b>	-40°C to 75°C (-40°F to 167°F)

**Single-Mode Fibers:**

Per *Telcordia GR-20*, the magnitude of the attenuation change shall be less than or equal to 0.05 dB for 90% of the test fibers and less than or equal to 0.15 dB for the remaining 10% of test fibers. Cable aging allows for 0.10 dB/km average attenuation change with a magnitude of the maximum attenuation change for each individual fiber to be less than 0.25dB/km. These attenuation values include a 0.05 dB allowance for measurement repeatability. During mechanical and environmental testing evidence of cracking, splitting or other failure of the sheath components when examined under 5X magnification would result in failure of the proposed test requirements. In addition, no fiber shall lose optical continuity because of the test.

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 CCD LOOSE TUBE FIBER OPTIC CABLE**

**Table 4 – Testing for Single Mode Fibers**

<b>Cable Test</b>	<b>Test Method</b>	<b>Requirement</b>
Tensile Loading and Bending	EIA/TIA-455-33	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E1	100% < 0.15 dB Max. Added Loss
Cyclic Flexing	TIA/EIA-455-104	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E6	100% < 0.15 dB Max. Added Loss
Cyclic Impact	EIA/TIA-455-25	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E4	100% < 0.15 dB Max. Added Loss
Compressive Loading	TIA/EIA-455-41	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E3	100% < 0.15 dB Max. Added Loss
Twist	TIA/EIA-455-85	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E7	100% < 0.15 dB Max. Added Loss
Low and High Temperature Bend	EIA/TIA-455-37	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E11	100% < 0.15 dB Max. Added Loss
External Freezing	EIA/TIA-455-98	< 0.05 dB Mean Added Loss
	IEC 794-1-F6	< 0.15 dB Max. Added Loss
Temperature Cycling	EIA/TIA-455-3	< 0.05 dB/km Mean Added Loss
	IEC 794-1-F1	< 0.15 dB/km Max Added Loss
Cable Aging	EIA/TIA-455-3	< 0.10 dB/km Mean Added Loss
	IEC 794-1-F1	< 0.25 dB/km Max Added Loss
Water Penetration	EIA/TIA-455-82 IEC 794-1-F5	No flow after 24 hours from one meter length of cable

**Multimode Fibers**

Per *Telcordia GR-20*, the allowable attenuation increase during the mechanical and environmental testing is 0.20 dB. Cable aging allows for the maximum attenuation change for each individual fiber to be less than 0.40dB/km.

During mechanical and environmental testing evidence of cracking, splitting or other failure of the sheath components when examined under 5X magnification would result in failure of the proposed test requirements. In addition, no fiber shall lose optical continuity because of the test.

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**REVISION OF SECTION 614  
 CCD LOOSE TUBE FIBER OPTIC CABLE**

**Table 5 – Testing for Multi-Mode Fibers**

<b>Cable Test</b>	<b>Test Method</b>	<b>Requirement</b>
Tensile Loading and Bending	EIA/TIA-455-33 IEC 794-1-E1	0.20 dB Max. Mean Added Loss
Cyclic Flexing	TIA/EIA-455-104 IEC 794-1-E6	0.20 dB Max. Mean Added Loss
Cyclic Impact	EIA/TIA-455-25 IEC 794-1-E4	0.40 dB Max. Mean Added Loss
Compressive Loading	TIA/EIA-455-41 IEC 794-1-E3	0.20 dB Max. Mean Added Loss
Twist	TIA/EIA-455-85 IEC 794-1-E7	0.20 dB Max. Mean Added Loss
Low and High Temperature Bend	EIA/TIA-455-37 IEC 794-1-E11	0.40 dB Max. Mean Added Loss
External Freezing	EIA/TIA-455-98 IEC 794-1-F6	0.20 dB Max. Mean Added Loss
Temperature Cycling	EIA/TIA-455-3 IEC 794-1-F1	< 0.5 dB/km Max Added Loss 80 % < 0.25 dB/km Added Loss
Cable Aging	EIA/TIA-455-3 IEC 794-1-F1	< 1.0 dB/km Max Added Loss 80 % < 0.5 dB/km Added Loss
Water Penetration	EIA/TIA-455-82 IEC 794-1-F5	No flow after one hour from one meter length of cable

**Note:**

The tensile rating for all of the cables described should be 2.7 kN (600 lbf), with a compression rating of at least 220 N/cm under GR-20 requirements.

**Cable Marking:**

**Printed Characters.**

For standard outer jackets, printed characters shall be indent printed with white characters for black jackets, black characters for non-black jackets, or as otherwise specified.

For standard striped outer jackets, printed characters shall be indent printed with white characters for red, green, orange, yellow, blue striped cables, light-blue characters for white striped cables, or as otherwise specified by the customer.

The characters shall be of proper height and space to produce good legibility. Character heights of

2 mm should facilitate adequate readability. An occasional illegible marking is permitted if there is a legible marking on either side.

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**Markings.**

The cable shall be sequentially marked at one meter, or two-foot intervals depending on specific requirements issued by the City of Denver. The length marks shall not be reset to zero on any length of the cable. The actual length of cable shall be within +1, -0% of the marked length.

Each length of cable shall be marked with the following legend:

"(Manufacturer Name) OPTICAL CABLE, (Product Part Number), (Month and Year of Manufacture, [ MM-YY ] ), (Telephone Symbol [     ] ), (Fiber Count [ XXX F ], where XXX is the number of optical fibers in the cable), and (Manufacturers' Serial Number) "

**Re-Markings**

Only one remarking is permitted. If required, either of the following methods for remarking shall be used:

Method A: Completely remove the defective marking and remark the characters with the original color.

Method B: Leave the defective marking on the jacket and remark on a different portion of the cable jacket with yellow character print. The new number sequence shall differ from any other existing marking by at least 5000.

Any cable that contains two sets of markings shall be labeled to indicate the color and sequential numbers to be used. The labeling shall also be applied to the reel tag.

**Cable Packaging:**

**Reels.**

The manufacturer shall supply the product using their standard reel sizes, methods, apparatus, and reel wood lagging, but stenciled according to these specifications. The specifications outlined here are guidelines on what is expected with respect to packaging.

Reels are assumed to be in good working condition, firm, and be able to support the product through shipping and final installation. Reels shall be clean, dry and free of excessive dirt. All reels shall be checked for high nails, stave fit and proper stenciling.

**Reel Labels.**

Each wooden reel shall be permanently marked with the following information:

- "(Manufacturer's name)" (red paint)
- "OPTICAL CABLE" (black paint)

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- An arrow and the wording “cable end” to indicate the position of the outside cable end. (red paint)
- An arrow and the wording “ROLL THIS WAY” to indicate the direction the reel should be rolled to prevent loosening of the cable. (black paint)
- Reel Number (red paint)

Cable handling stickers/cards must be attached to both flanges of every reel. Each sticker must be stapled to the flange. See Figure 4 for illustrations of the stickers to be used.

**Reel Lagging:**

**Thermal Protection.**

Outer layers of the reel shall be covered with a protective wrap to limit the solar heating of the cable. This helps limit the cable surface temperature so that it will not exceed 10 C (18 F) above ambient temperature under maximum solar radiation according to Telcordia GR-20 requirements.

All foil wrap shall be securely fastened to the cable by at least 2 pieces of strapping tape.

**Composite & Wood Lagging.**

Reels shipping domestically shall be lagged with a suitable protective wrap (can be the same thermal protection wrap) and banded with steel straps. This wrap shall cover the cable from flange to flange and provided some mechanical protection to the outer layers of cable as well as weather resistance. Reels shipping for export shall be lagged with wooden boards nailed to each flange and banded with steel straps in addition to the protective wrap around the outer layers of cable.

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**Figure 4 – Reel Stickers**

**Other:**

**Cable Ends.**

Each end of the cable shall have end seals, either end caps or KELLEMS® pulling grips, in order to prevent moisture ingress into the cable during shipping, storage, or installation.

The top end of the cable shall be securely fastened to the inside of the reel flange to prevent the cable from becoming loose in transit or during handling. The bottom end, “test tail”, shall be approximately three meters in length and easily accessible. The end shall be protected within a cable slot and be securely fastened to the outside of the reel flange with wire ties or walkout straps. Staples, nails or yarn attached to the reel during manufacturing shall be removed.

The cable slot can be partially protected to prevent the cable tail from moving outside this, however for export orders the cable slot must be completely sealed by either metallic protection rings, plywood covers, or other.

**Cable Length Tolerance.**

Cables ordered to standard factory lengths shall have an actual length within –0% and +5% of the length ordered unless otherwise specified by the customer.

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**Certified Test Data.**

Each cable shall have certified test data securely fastened to the reel in a waterproof wrapping. The certified test data sheet shall include the following information:

- Cable Number
- Date
- Customer Name
- Ordered Length
- Customer Order Number
- Ship Length
- Customer Cable Code
- Customer Reel Number
- Customer's Attenuation Specification(s)
- Number of Fibers
- Cable Construction
- Fiber Transmission Data
- Bandwidth Data – only applies to Multi-Mode Fibers
- Authorized Signature

**Reel Tag.**

Each cable shall have a reel tag securely fastened to the reel in a waterproof wrapping. The Reel Tag (Cut Length Data Sheet) shall include the following information:

- Cable Number
- Date
- Customer Name
- Ordered Length
- Customer Order Number
- Ship Length
- Customer Cable Code
- Customer Reel Number
- Customer's Attenuation Specification(s)
- Number of Fibers
- Beginning and Ending Sequential Length Markings
- Gross Weight
- Net Weight
- Inspected By Signature

## REVISION OF SECTION 614 SERIAL TO IP CONVERTER

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

### DESCRIPTION

This work consists of furnishing and installing a serial-to- IP converter at field devices. The serial to IP converter is intended to convert serial communication data to IP for access from an Ethernet communication network.

### MATERIALS

The serial to IP converter shall include the converter, power supply, Cat5e cable, and any mounting hardware, cabling, and terminations required for a fully functional installation.

**Converter:** The type of serial to IP converter used will vary depending on the communication requirements of the end device and corresponding control software. Converter A is required for use with a Variable Message Sign (VMS), Microwave Vehicle Radar Detector (MVRD), Diamond Counter for DTD ATR stations, or Traffic Signal (TS). Converter B is required for use with a Ramp Meter (RM) if it is to be connected to an Ethernet switch.

*Converter A:* The converter shall be an externally powered, hardened, 35mm DIN mountable unit, with one (1) RJ-45 port for connection to an Ethernet network, one (1) screw terminal port for connection to a serial device, and one (1) DB-9M pass through port for local communication. It shall operate in a minimum temperature range of -30 to 165°F at 0-90% non-condensing humidity. The converter shall be powered externally and run off of 9-30 V DC drawing a maximum of 6W. It shall support RS-232, 422, or 485 serial protocols at data rates from 300 to 230kbps, with hardware and software support for RTS, CTS, DTR, DSR, and DCD signal control lines and modem emulation. Power, Ethernet, serial signals, and diagnostic status shall be visible via individual built in LEDs.

The converter shall be capable of a 10/100Mbps full duplex Ethernet connection. Serial ports shall be accessible via TCP/IP, UDP/IP, and include software drivers for mapping the ports to Windows, Linux, and Unix operating systems using a secure encrypted connection. It shall be configurable via command line interface through the serial port and integrated web interface via Ethernet connection. It shall be capable of serial bridging across an Ethernet network when two units are used together.

The converter shall support the following protocols: http/https, SNMP, TCP & UDP/IP, ASCII, DHCP, ARP, telnet, reverse telnet, PPP, SSH, SSL/TLS, and AES. The converter shall satisfy UL1950, UL 1604 (Class1, Division 4), and FCC part 15 (Class A), and IEC 1004-2.

*Converter B:* The converter shall be an externally powered, hardened, 35mm DIN mountable unit, with two (2) RJ-45 ports for connection to an Ethernet network, two (2) screw terminal ports for connection to serial devices. It shall operate in a minimum temperature range of -34 to 165°F at 5-95% non-condensing humidity. The converter shall be powered externally and run off of 5-30 V DC drawing a maximum of 2W. It shall support RS-232, 422, or 485 serial protocols at data rates from 300 to 230kbps, with hardware and software support for RTS, CTS, DTR, DSR, and DCD signal control lines with modem emulation. Ethernet link and activity shall be visible via built in LEDs.

The converter shall be capable of a 10/100Mbps full duplex Ethernet connection with auto MDI/MDI-X, and allow multiple units to be connected together. Serial ports shall be accessible via TCP/IP, UDP/IP, and include software drivers for mapping the ports to Windows, and Linux, operating systems using a secure encrypted connection. It shall be configurable via integrated web interface through the Ethernet

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## REVISION OF SECTION 614 SERIAL TO IP CONVERTER

connection. It shall be capable of serial bridging across an Ethernet network when two units are used together.

Centralized monitoring and management software shall be included for the manufacturer. The converter shall support the following protocols: http, SNMP, TCP & UDP/IP, ASCII, DHCP, ARP, telnet, SSH, SSL/TLS. The converter shall satisfy RoHS2, UL 60950, FCC part 15 (Class A), and NEMA, IEC 1004-2, and TS2.

The converter shall be capable of a 10/100Mbps full duplex Ethernet connection with auto MDI/MDI-X, and allow multiple units to be connected together. Serial ports shall be accessible via TCP/IP, UDP/IP, and include software drivers for mapping the ports to Windows, and Linux, operating systems using a secure encrypted connection. It shall be configurable via integrated web interface through the Ethernet connection. It shall be capable of serial bridging across an Ethernet network when two units are used together. Centralized monitoring and management software shall be included for the manufacturer. The converter shall support the following protocols: http, SNMP, TCP & UDP/IP, ASCII, DHCP, ARP, telnet, SSH, SSL/TLS. The converter shall satisfy RoHS2, UL 60950, FCC part 15 (Class A), and NEMA, IEC 1004-2, and TS2.

**Power Supply:** The power supply shall output 12 VDC and support an input voltage range of 85-264 VAC and frequency range of 47-63 Hz. It shall have a typical efficiency of at least 76% and typical AC current of 1.6 A at 115 VAC. The 12 VDC power supply shall provide an output voltage of 12 VDC and have a minimum current rating of 6.3 A. It shall support an output current range of 0 to 6.3A (minimum) and have a rated power of 75 W (minimum). It shall have overload protection of 105-150% for its rated output power and overvoltage protection for voltages of 15-16.5 VDC. It shall be designed for a minimum operating temperature range of +14°F to +140°F at humidity levels of 20% to 90% (non-condensing). The 12 VDC power supply shall conform to the following standards: IEC 60068-2-6 Environmental Testing (Vibration) and UL 508 Industrial Control Equipment. It shall be DIN rail mountable, have dimensions not exceeding 5 inches (H) by 2.25 inches (W) by 4 inches (D) and a weight of not more than 1.5 pounds. A 12 AWG AC power cord with NEMA 5-15P shall be included with the power supply.

The power supply will not be required at Type 1 or Type 2 ITS cabinets where a 12 VDC power supply is provided with the cabinet and there is enough capacity on the supply to power all designated 12VDC equipment at 80% loading.

**Cat 5e cable.** Cable shall be an 8 wire twisted pair cable constructed of 24 AWG stranded copper wires with minimum Category 5e rating. The outer jacket shall be UV resistant PVC insulation designed for outdoor use. Shielded cable shall be used when prescribed by the manufacturer, run through conduit or enclosed structures, and when needed for equipment or electrostatic grounding. Shielded cable shall be terminated with either conductive or non-conductive male 8P8C connectors. Where shielded cable is used as an equipment ground, conductive connectors shall be used on both ends of the cable. Where shielded cable is used as an electrostatic drain, the grounded side of the connection shall be terminated with a conductive connector and the ungrounded side shall be terminated with a non-conductive connector. Unshielded cable shall be used for interconnections within the same cabinet, or where grounding and electromagnetic interference is not present. Unshielded cable shall be terminated with non-conductive male 8P8C connectors on both ends. All Cat 5e cables used for Ethernet data shall conform to the Telecommunications Industry Association (TIA)-568 *Commercial Building Telecommunications Cabling Standard* and utilize the T568B pin/pair assignments.

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## REVISION OF SECTION 614 SERIAL TO IP CONVERTER

### CONSTRUCTION REQUIREMENTS

When installed in a Type 1 or Type 2 ITS cabinet, the serial to IP converter shall be mounted on DIN rail. The 12 VDC power supply provided with the cabinet shall be used to power the converter as long as the final total load on the supply is less than 80% of total capacity. If an additional power supply is needed to power the converter, it shall be mounted on the DIN rail and plugged into a UPS protected outlet if available.

When installed for a VMS, the converter and power supply shall be mounted on DIN rail within 6ft of the VMS controller. For VMS signs with the controller in a ground cabinet, the converter shall be mounted on DIN rail fastened to the 19 inch cabinet rack rail. For VMS signs with the controller in the sign, the converter shall be mounted on DIN rail and fastened with an L bracket to the structural aluminum C-channel above the fold down tray approximately 5ft above the floor. The power supply for the converter shall be plugged into a UPS protected, non-GFCI outlet designated for electronic loads.

When installed in a ground cabinet for a TS or RM, the converter and power supply shall be mounted on DIN rail fastened to the 19 inch cabinet rack rail. The power supply for the converter shall be plugged into a UPS protected, non-GFCI outlet designated for electronic loads.

Stranded 16 AWG copper wires with red and black insulation should be used to wire DC power from the power supply to the converter.

The network connection from the converter to the field communication equipment shall be made with Cat5e cable using 8P8C terminations. The cable shall be long enough to connect from the field communication equipment directly to the serial device being converted and allow for future upgrade of the device to direct Ethernet communications.

The serial connection from the converter to the serial device shall be made with Cat5e cable using the termination compatible with the serial device. For 170/470 VMS controllers this will be an 8P8C termination. The Contractor shall consult with the serial device manufacturer for correct terminations and wiring. All bare wire connections shall be cleanly terminated with no stray or loose wires.

All communication cabling shall be routed cleanly and use cable tie supports every 2 feet. The cables shall be labeled on both ends indicating the device and port of the individual connection. Labels shall be self-laminating vinyl with black lettering on a white background.

The Contractor shall configure the converter with IP addresses as provided by the Engineer. Serial communication setting shall also be configured to match the serial device. In general this is as follows:

- For a 170/470 VMS controller: 9600bps, 8N1, no flow control; with TCP & UDP connections enabled to the serial port.
- For a MVRD: 9600bps, 8N1, no flow control; with TCP connections enabled to the serial port.
- For a Diamond Counter for DTD ATR Stations: 9600bps, 8N1, no flow control; with TCP connections enabled to the serial port.
- For a TS: 9600bps, 8N1, no flow control; with TCP connections enabled to the serial port.
- For a RM: 9600bps, 8N1, hardware flow control with RTS, CTS, and DCD control lines. Serial port mapping on central software is necessary for remote device communication.

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**REVISION OF SECTION 614  
SERIAL TO IP CONVERTER**

After installation the Contractor shall verify local network communications directly to the converter and to the serial device. Once local communications has been verified, the Contractor shall confirm that the device is accessible and fully functional from the centralized software system on the CDOT network.

See project specific Testing & Integration Plan for additional requirements.

## **REVISION OF SECTION 614 FOLD-OVER TOWER (ITS)**

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

### **DESCRIPTION**

This work consists of furnishing and installing a heavy duty fold over tower, base assembly, concrete footing, concrete pad, conduit sweeps, pull boxes, chain link fencing and chain link gate at the locations shown on the Plans. The tower will be used to install road weather information systems (RWIS) and other ITS equipment.

### **MATERIALS**

The heavy duty fold over tower and base assembly shall be a Heavy Duty Fold over Tower – Model MF 1333, 30 feet in height as supplied by Glen Martin Engineering, Inc., 13620 Old Hwy 40, Boonville, MO., 65233, (660) 882-2734. (www.glenmartin.com) or approved equal.

Concrete footing shall be Concrete Class BZ and shall be in accordance with Section 601.

Concrete pad shall be Concrete Class B and shall be in accordance with Section 601.

Chain link fencing shall be a minimum of 6 feet in height when measured from ground surface. The gate for the chain link fence shall be between 3.5 feet and 4 feet in width, and shall include locking hasps and end caps. Materials for chain link fencing shall conform to CDOT Standard Plan M-607-2, latest version.

Conduit shall conform to Section 613 – Electrical Conduit

Pull boxes shall conform to Section 613 – Pull Boxes.

The Contractor shall supply six ½ inch diameter, 10 foot copper clad ground rods and ¾ inch acorn ground rod clamps.

### **CONSTRUCTION REQUIREMENTS**

Contractor shall install heavy duty fold over tower and base assembly shall be installed in accordance with the details shown in the Plans per manufacturer's recommendations. The Contractor shall install the tower such that it will not become an obstruction or hazard when raised, lowered, or in the fold down state. The Contractor shall form and pour the tower footing per the Project detail included with the Project and in accordance with manufacturer recommendations. The Contractor shall install and cap conduit sweeps before pouring the footing.

A 5 foot wide by 6 foot long by 4 inch deep concrete pad shall be formed and poured after the tower footing has been installed. The Contractor shall set the pull boxes shown on the Project details and pour the pad around the pull boxes. All incoming conduits shall be installed under the concrete pad and shall be coupled to the conduits installed in the footing as required.

The Contractor shall install chain link fencing around the outside perimeter of the concrete pad. The chain link fence shall be installed from between 6 inches and 2 feet from the edge of concrete pad along the entire perimeter of the pad. The chain link gate shall be installed at the center opposite the hinged side of the tower and in a location that allows the tower to be folded down through the open gate.

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**REVISION OF SECTION 614  
FOLD-OVER TOWER (ITS)**

The Contractor shall make all arrangements for a qualified manufacturer's representative to be on-site to ensure proper installation. The Contractor shall perform an acceptance test procedure for approval and acceptance by the Department and in the presence a representative of the CDOT ITS department. The acceptance test shall include demonstrating the tower raises and lowers according to the manufacturer's design and is fully functional at completion.

## **REVISION OF SECTION 614 FIBER OPTIC PRE-CONNECTORIZED CABLE**

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

### **DESCRIPTION**

This work consists of the installation of fiber optic pre-connectorized patch cables in communication cabinets and communication node buildings from the termination patch panel to the optical communication device optics.

### **MATERIALS**

The measured attenuation of the connector (inclusive of coupler and mated test connector) shall not exceed an average of 0.3 dB for all connectors provided. Any connector found in excess of 0.5 dB shall be rejected. Reflectance shall be less than -40 dB from 14° F to 140° F (-10°C to +60°C). The manufacturer shall have a program that periodically tests connectors to ensure that after 1000 re-matings, the attenuation will not change more than 0.2 dB.

The measured insertion loss shall be a maximum of 0.25 dB with a typical loss of 0.15dB. Return loss shall be a maximum of -65 dB (APC) and -55 dB (UPC) with a typical loss of -68 dB (APC) and -58 dB (UPC). The minimum cable bend radius shall be less the 15 mm.

The connector shall be able to withstand an axial pull of 25 lbs. with no physical damage to the connector and no permanent optical degradation more than 0.3 dB.

The pre-connectorized cables shall be provided with pre-connectorized connectors on both ends to match the termination patch panel bulkheads and small form-factor pluggable optic modules of the Ethernet switch. Connectors shall be terminated by the manufacturer.

The connectors shall be nickel-plated with a ceramic ferrule and shall be polished with a physical contact (PC) finish end to reduce reflection.

The cables shall contain the exact number of loose tube fibers and bulkhead connectors to connect from the termination patch panel to the optical modules. If the optical equipment transmits and receives data with a single optic, the pre-connectorized cable shall contain a single optical fiber (simplex). When the optical device transmits and receives data with two or four optics, or a network Ethernet switch small form factor pluggable optic module, a pre-connectorized cable shall be provided with two (2) optical fibers (duplex) per pair of transmit and receive optics.

### **CONSTRUCTION REQUIREMENTS**

Pre-connectorized cables shall be installed from the termination panel bulkheads to the optical modules of the communication devices.

At the communications node building, the pre-connectorized cables shall be installed in the cable management hardware attached to equipment racks. The Contractor shall provide patch cables of sufficient length to span from the fiber termination patch panel bulkheads to the communications device or network device optical port. This length shall include a maximum of four (4) feet of slack cable. Appropriate cable management shall be used.

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**REVISION OF SECTION 614  
FIBER OPTIC PRE-CONNECTORIZED CABLE**

At communication cabinets, the Contractor shall provide pre-connectorized cables of sufficient length to span from the fiber termination patch panel bulkheads to the equipment device or network device optical port. This length shall include a maximum of two (2) feet of slack cable. Appropriate cable management shall be used.

Prior to installation, all pre-connectorized cable bulkhead connectors shall be cleaned with lint-free fiber wipes moistened with Isopropyl Alcohol 99% U.S.P. After cleaning with alcohol, the bulkhead shall be cleaned with an optical connector cleaner to ensure that all residue is removed.

Manufacturer testing reports for pre-connectorized cables shall be submitted as part of the as-built documentation. The installation location shall be noted on the test report for future reference.

At communication node buildings, pre-connectorized patch cables shall have identification labels applied on each end. Information indicating the patch panel number, device being connected and Ethernet switch port. CDOT personnel will aid in the labeling as it pertains to the proper nomenclature to be provided and/or Ethernet port connections.

At all field device locations, each cable shall have individual labels indicating the termination panel port and the data transmitting description (example: Tx or Rx).

The pre-connectorized cables shall be provided in the following lengths.

Field Device Cabinets ..... 4 Feet, 0 Inch maximum

Node Buildings ..... Cable shall be of sufficient length to accommodate connection of termination patch panel bulkhead to each individual optical device while allowing for 4 feet of slack.

## **REVISION OF SECTION 614 FIBER OPTIC SPLICE CLOSURE**

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

### **DESCRIPTION**

This item includes installing fiber optic splice closures and performing splicing of both fiber optic backbone and fiber optic lateral cables at locations shown on the plans.

When the project network is designed utilizing Coarse Wavelength Division Multiplexing (CWDM) network equipment, the Contractor shall provide two splice closures. Both closures shall be of the same size and shall be sized to accept both the backbone fiber optic cable and the associated fiber optic lateral cable(s).

The CWDM splicing design shall include one splice closure utilized for splicing of the backbone fiber optic cable to the lateral fiber optic cable(s) and filters. The second splice closure will be used for splicing the lateral fiber optic cable(s) to the coarse wavelength division multiplexing single wavelength filters and the lateral fiber optic cable(s) extending to the device communications cabinet or variable message sign.

### **MATERIALS**

The fiber optic splice closures shall be furnished and installed by the Contractor.

The splice closures shall be dome type and shall meet the following minimum requirements:

- (1) The closures shall seal, anchor and protect fiber optic cable splices.
- (2) The closures shall have a minimum of six total cable entries.
- (3) The closures shall be suitable for underground applications and shall be corrosion resistant, watertight and airtight.
- (4) The closure splice trays shall have a hinged design with an upright locking mechanism for all splice trays.
- (5) The closures shall have a sealing design that does not require glue, sealant, or new cable seals to re-enter the closure.
- (6) The closure shall be bonded inside and outside and have an external ground lug.
- (7) The Contractor shall include all necessary accessories to complete splicing.
- (8) The Contractor shall include all mounting hardware
- (9) The splice closure shall comply with Telcordia Generic Requirement (GR) GR-771

The closures shall be sized to provide a capacity equal to the total number of strands for all cables entering the closure.

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**REVISION OF SECTION 614  
FIBER OPTIC SPLICE CLOSURE**

**CONSTRUCTION REQUIREMENTS**

The Contractor shall notify the Department of proposed daily splicing locations two business days prior to splicing and also the morning of proposed splicing. The Contractor shall contact the Department ITS Engineer at least four hours prior to sealing the closure to allow inspection.

If the Department ITS Engineer cannot be on site to inspect the open splice closure, a minimum of eight digital pictures shall be taken at varying angles of the interior of the splice closure showing all completed work as stated in this specification. The pictures shall include exposed fiber stands (both spliced and uncut) in all splice trays, fiber tray labeling and remaining buffer tubes showing appropriate coiling. One picture shall also include the complete re-assembly of all interior parts prior to final sealing. Once the closure and fiber coils are installed in the pull box or manhole, two pictures shall be taken showing the final installation of both the closure and the coiled fiber cable attached to the fiber management hardware. All pictures shall be organized per location and shall be submitted to the Department along with all final testing result documentation.

All splices shall be performed using the fusion splicing method. The fusion splicer shall be calibrated and certified at least once within the previous year from this Project. The Contractor shall present all certification documentation to the Department prior to start of fiber splicing.

The optical fibers shall be fusion spliced and shall meet the requirements in the Revision of Section 614 – Test Fiber Optic Cable special provision and the project specific Testing & Integration Plan.

The Contractor shall label each individual splice and buffer tube in all splice trays.

All unused buffer tubes and fiber strands shall remain uncut. After the fiber cable and proposed buffer tube is prepped for splicing, all fiber strands in the buffer tube shall be thoroughly cleaned. All uncut fiber strands shall be coiled in the tray. Remaining buffer tubes shall be neatly coiled, secured and stored in the storage area within the closure under the splice trays per the manufacturer's recommendations. Buffer tubes proposed for splicing shall be wrapped and secured to the splice tray with ties per the manufacturer's recommendations.

At CWDM splice locations, the completed splices and coarse wavelength division multiplexing single wavelength filters shall be secured in the splice tray foam splice chips per manufacturer's recommendations.

Bare fiber strands shall not be taped to the splice tray.

All fiber optic cables shall be secured and sealed at the closure entrances. All unused cable entries shall be plugged.

If the closure requires re-entry, it shall be conducted per the manufacturer's recommendation for re-entry and resealing. The Contractor shall use caution to prevent damage to the existing fiber strands, splices, CWDM filters, and buffer tubes inside the splice closure. When sealing the closure for a second time, the Contractor shall follow all re-entry requirements of the manufacturer.

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**REVISION OF SECTION 614  
FIBER OPTIC SPLICE CLOSURE**

The Contractor shall ensure that the fiber optic splice closures and associated fiber cable coils fit adequately within the manhole or pull box splice locations, and shall securely mount the splice enclosure to the side of the manhole.

See project specific Testing & Integration Plan for additional requirements.

## **REVISION OF SECTION 614 AUTOMATIC TRAFFIC RECORDING STATION**

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

### **DESCRIPTION**

This work consists of replacing any and all existing Division of Transportation Development (DTD) Automatic Traffic Recording (ATR) Station equipment that is impacted during construction and furnishing and installing a temporary ATR station to be used during construction. This also includes providing a cabinet to house all components for the ATR station.

The Contractor shall furnish and install any in-pavement loops, piezoelectric axle sensors (piezo), conduit and pull boxes for the existing permanent DTD ATR Stations that are impacted during the construction.

The Contractor shall also furnish and install temporary DTD ATR stations which will be used to provide traffic volume and classification information while the permanent ATR stations are out of service. The temporary ATR stations shall be installed and operational prior to any shift in traffic. The temporary ATR stations will be installed on temporary poles as close as practically possible to the existing ATR stations. Each temporary ATR station will consist of a Wavetronix SmartSensor HD126 side-fire radar unit, CDMA cellular modem, pole mounted cabinet, and associated equipment, to make a complete temporary CDOT DTD ATR Station. CDOT DTD will provide 1- 4 lane Phoenix Traffic Counter, 2 cables to interface the counter to the Click 100 and 1 cable to connect the counter to the modem for each temporary ATR station. All equipment for the temporary ATR shall be salvaged to CDOT DTD at the end of the project.

The Contractor shall coordinate all work with Mike DelCupp, Traffic Data Collection Manager, at 303-757-9816.

### **MATERIALS**

1. *Permanent ATR Station.* The permanent ATR Station materials shall include a cabinet, cabinet foundation, counter, loop detector wire, and piezos. The cabinet, cabinet foundation, loop detector wires, and piezos shall meet the following specifications:
  - NEMA Type M cabinet with one outlet, fan, thermostat, 20 amp breaker, and a shelf.
  - Each communications cabinet shall include a polymer concrete or poured concrete pad that extends at least 2'-6" beyond the cabinet base on each cabinet door side and at least 6" beyond the cabinet base on the other two sides. The cabinet base shall be sealed around the conduits.
  - Loop detector wire shall consist of specified loop wire encased in ¼ inch OD, 3/16 inch ID vinyl or polyethylene tubing. (14-1/C Loop detector cable 19 STR. PVC/Nylon/PVC Tube 600v IMSA 51-5)
  - Loops shall be sealed with a two-part self-curing, self-bonding weatherproof epoxy approved for sealing loops. Loops shall be 6 feet by 6 feet.
  - The piezo shall be class II and 6 feet in length. The piezo shall have sufficient lead in cable, so the lead in cable can be pulled into the cabinet without splicing.

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**REVISION OF SECTION 614  
AUTOMATIC TRAFFIC RECORDING STATION**

- Grout or epoxy for the installation of the loops and piezos shall conform to manufacturer's recommendations.
- The Phoenix II Diamond traffic counter shall be furnished and installed, along with any cabling and hardware necessary. The counter shall be capable of counting and classifying a minimum of 6 lanes. The Contractor shall provide the number of counters needed such that all lanes are classified.

2. *Temporary ATR Station.* The temporary ATR Station materials shall include:

(a) *Wavetronix SmartSensor HD126 Side-fire Radar Unit:* The radar detection unit with mounting hardware, manufacturer configuration software, power/communication cable, detection unit power supply, serial surge suppression, and any additional hardware necessary for a complete and functional installation. The Contractor shall furnish and install the following required items, which shall all be DIN rail mountable, for the Wavetronix radar detection unit:

- Fuse block,
- Wavetronix Series 100 Click module,
- Mini power supply and circuit breaker,
- Wavetronix Series 205 Click module, and
- Wavetronix Click 200 for the serial surge suppressor.

The surge suppressor shall be DIN rail mountable with hot swappable protected busses. The surge suppressor shall provide protection for RS-232, RS-485, and DC power to the radar detection unit. Wiring for the surge suppressor shall be by means of pluggable screw terminals and include unprotected RS-232 and RS-485 communications connectors. The surge suppressor shall have a minimum operating temperature range of -29 to 165°F up to 95 percent relative humidity.

Manufacturer configuration software shall be the latest production version and allow for device discovery, configuration, and troubleshooting.

Power/communication cable shall be the manufacturer's recommended cable for functional operation of the radar detection unit.

- (b) *CDMA Wireless Modem:* A CDMA cellular modem shall be furnished, installed, configured, and tested, and the Contractor shall establish communications from the DTD central system to the field ATR. The Contractor shall be responsible for the cellular bill and payment during construction.
- (c) *Pole Mounted Cabinet:* The pole-mounted cabinet shall be NEMA 4R rated and shall be sized adequately to house all of the ATR Station components, such as the counter, CDMA modem, Wavetronix equipment, power supplies, cabling, and wiring. The cabinet shall be a minimum of 20 inches x 20 inches with a 120 volt outlet.
- (d) *Traffic Counter:* The Contractor shall provide a Phoenix Traffic Counter, cables to interface the counter to the Click 100 and any cable to connect the counter to the modem. The Contractor shall contact Mike DelCupp at 303-757-9816 for the equipment supplied by DTD.

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**REVISION OF SECTION 614  
AUTOMATIC TRAFFIC RECORDING STATION**

**CONSTRUCTION REQUIREMENTS**

- (e) *General.* A minimum of five days prior to installation, the Contractor shall submit a schedule of installation activities including alternative scheduling to the CDOT Project Manager and the Traffic Data Collection (TDC) Manager (Mike DelCupp, 303-757-9816, mike.delcupp@state.co.us). The installation instructions from the manufacturer shall also be submitted for approval. Installation shall not begin until approval has been received from CDOT.

For the permanent ATR, the Contractor shall install the loops and piezos as close to the existing detection equipment locations as possible. Exact locations, dimensions, and configurations may vary based on site conditions, and shall be as approved by CDOT.

All work will be inspected by the Traffic Data Collection Unit (TDC) during installation.

The permanent and temporary ATR shall be installed in accordance with these specifications, the project details, and in accordance with manufacturer's recommendations.

- (a) *Installation of loops.* Loops shall be centered in the travel lane with two sides parallel to lane striping. The saw cut for the loops shall be made 3/8 inch wide and 3-1/2 inches deep. The saw slot shall be as straight as possible and shall not vary more than 1/2 inch when checked with a straightedge. No more than one set of loop lead wires shall be placed in one saw slot. Saw cuts shall be hydro-blasted with a mixture of water and air and then blown free of water and debris with compressed air, using a large capacity air compressor of at least 150 CFM. The cuts shall be dry prior to placement of loop wire.

The Contractor shall locate all buried utilities, which may interfere with the planned location of the ATR site. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at 811 or 1-800-922-1987 for location of member utilities at least three working days prior to any excavation, not including the day of actual notice.

The Contractor shall also locate non-member utilities, such as storm sewer and ditch. Any utility conflicts encountered with the proposed installation shall be brought to the attention of the Engineer

After the saw slot is cleaned of debris and dried, the wire shall be placed for the loop by pushing it into the slot with a blunt non-metallic object. A screwdriver or other sharp tool will not be permitted. Care shall be used to avoid abrading or damaging the insulation.

All loop corners shall be rounded using a 1-1/2 inch hole drilled to a minimum depth of 3-1/2 inches. Loop leads shall be drilled when leaving the roadway surface at a 45 degree angle 8 inches from pavement edge out through the side or bottom of roadway, the drilled hole shall be no larger than 3/4 of an inch. All holes shall be spaced a minimum of three inches from one another. No more than one set of loop lead wires shall be placed in one drill hole.

One continuous length of loop wire shall be used for each loop from pull box or cabinet around the loop with 4 turns and back to the pull box or cabinet with no splices. The wires shall be seated in the bottom of the saw slot. A 1/2-inch backer-rod shall be installed to insure wires do not float to the surface during grouting. Backer-rod shall be installed in 4 to 6 inch pieces with 1 to 2 foot gaps

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**REVISION OF SECTION 614  
AUTOMATIC TRAFFIC RECORDING STATION**

in-between, to insure the sealant will come in contact with the loop wire. One continuous piece of backer-rod will not be allowed.

After the loops are properly seated and tested, the slots shall be filled with a two-part self-curing, self-bonding epoxy or grout, as recommended by the manufacturer. Excess epoxy shall be removed to avoid unnecessary high spots, and level with the roadway surface.

Loop leads shall be pulled into cabinet without splices to match original installation when applicable.

All detector loops shall measure six feet by six feet.

Installation at an ATR count or classification site shall consist of one loop or one loop set (two loops) within a single lane. The loop sets shall be separated by 10 feet, plus or minus 1 inch, resulting in a distance of sixteen feet from the leading edge of the first loop in the direction of travel to the leading edge of the second loop.

Loop and loop leads shall be installed directly into the pavement, to pavement edge, pull box or cabinet. If loops are installed during asphalt paving, the loops shall be installed before the final lift is placed.

Loop lead wires from pavement edge to pull box shall be enclosed in  $\frac{3}{4}$  inch PVC conduit or  $\frac{3}{4}$  inch rubber hose to protect wire from abrasion. Loop lead-in pairs from pavement edge, to pull box, shall be symmetrically twisted 5 turns per 1 foot. Pull boxes or cabinet shall contain a minimum of 3 feet of loop lead wire for splicing. All loop and loop leads shall be clearly labeled in all pull boxes and cabinets. The Contractor shall be responsible for all trenching and digging from pavement edge to pull box.

All splices shall be made with approved waterproof pressure connector. All splices shall be capable of satisfactory operation under continuous submersion in water.

(b) *Piezo Installation.*

The piezo shall be permanently installed by grouting into the roadway flush to  $\frac{1}{16}$  of an inch above the roadway surface by grouting into a concrete roadway or the final lift of asphalt.

Piezo sensors shall be installed in compliance with the manufacturer's recommendations.

At an ATR axle classification site, one 6 foot piezo sensor per lane shall be installed at the exact midpoint between the two loops and to the right or left side of the line, centered in the wheel path.

The saw cut shall be as straight as possible and shall not vary more than  $\frac{1}{2}$  inch when checked with a straightedge. The size of the saw cut shall be to the manufacturer's specifications and not vary more than  $\frac{1}{8}$  of an inch in width. The slot for the piezo lead wire shall be 3 inches deep and  $\frac{3}{8}$  of an inch wide. Only one piezo lead wire shall be placed in the saw slot.

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**REVISION OF SECTION 614  
AUTOMATIC TRAFFIC RECORDING STATION**

Piezo lead shall be drilled when leaving the roadway surface at a 45 degree angle 8 inches from the pavement edge out through the side or bottom of the roadway, the drilled hole shall be no larger than  $\frac{3}{4}$  of an inch. All holes shall be spaced a minimum of 3 inches from one another. No more than one piezo lead wire shall be placed in one drill hole.

Saw cuts shall be hydro-blasted with a mixture of water and air and then blown free of water and debris with compressed air, using a large capacity air compressor of at least 150 cubic feet per minute. The cuts shall be dry and cleaned with acetone prior to placement of the piezo.

The piezo shall not be installed if roadway surface temperature is not above the manufacturer's recommended minimum temperature, or cannot be maintained above this temperature for a minimum of two hours after installation. The piezo shall not be installed if roadway surface temperature is above the manufacturer's highest recommended temperature for grout installation.

The piezo lead wire shall be placed in the saw slot with a blunt non-metallic object. A  $\frac{1}{2}$  inch backer-rod shall be installed to insure the wire does not float to the surface during grouting. The backer-rod shall be installed in 4 to 6 inch pieces with 1 to 2 foot gaps in between, to insure the sealant will come in contact with the piezo lead wire. One continuous piece of backer-rod will not be allowed.

The sealant for the piezo lead wire shall be the same as that used for loops.

Piezo lead wire shall be pulled into the cabinet without splices, unless the length exceeds 300 feet.

Only one lead wire shall be placed in a saw slot.

Piezo lead wires from pavement edge to pull box shall be enclosed in  $\frac{3}{4}$  inch PVC conduit or  $\frac{3}{4}$  inch rubber hose, to protect wire from abrasion. Pull boxes or cabinet shall contain a minimum of three feet of piezo lead wire for splicing. Lead wire shall be clearly labeled as approved by the Engineer and the TDC.

All splices in piezo wiring shall be soldered and enclosed in a resin filled splice kit.

- (c) *Pull Boxes.* All pull boxes on the shoulder of the roadway surface shall be raised to finished grade or level with the surrounding ground. If the shoulder has been raised to the point that the conduit is below the bottom of the pull box, then the conduit shall be raised. All wiring splices for existing wiring shall be a minimum of 12 inches in length above the conduit.

All existing pull boxes that are found to be damaged shall be replaced.

- (d) *Water Valves.* A minimum of two feet of slack shall be provided on the loop and piezo wires that are contained in water valves.

No splices shall be allowed in water valves.

- (e) *Pull Rope.* A  $\frac{1}{8}$  inch nylon pull rope shall be installed in all new conduits and all existing conduits where a wire or cable is added or an existing wire or cable is replaced.

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**REVISION OF SECTION 614  
AUTOMATIC TRAFFIC RECORDING STATION**

- (f) *Conduit.* The contractor shall seal all conduits with a sealing compound where a wire or cable is added or an existing wire or cable is replaced. The sealing compound shall be UL tested and approved for use. Sealing compound shall be a permanently soft, fibrous, non-staining sealer that can be easily applied and removed by hand at all working temperatures. Sealing compound shall be designed to seal out weather, moisture, dust rodents, and atmospheric conditions both indoors and outdoors. No foam sealant will be allowed.
- (g) *Telephone Drop/ Fiber Connection.* The contractor shall provide a telephone drop/connection to the permanent ATR cabinet for connection to DTD and shall also provide a fiber connection.

See project specific Testing & Integration Plan for additional requirements for DTD ATR's.

## **REVISION OF SECTION 614 EQUIPMENT PROCUREMENT AND CONFIGURATION**

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

### **DESCRIPTION**

To ensure that the Colorado Transportation Management Center (CTMC) personnel have sufficient time for the final configuration of the Ethernet switches on this Project, the Contractor shall submit all network equipment cut sheets to the ITS Project Engineer 30 days prior to start of work. This submittal shall include but not be limited to the following Project network equipment;

- Ethernet Switches
- Coarse Wavelength Division Multiplexing, Small Form-Factor Pluggable Optic Modules
- 1310 NM Small Form-Factor Pluggable Optic Modules
- All Licensing And Warranty Documentation
- All Materials Associated With The Installation Of The Ethernet Switches

After the review and Approval of the networking equipment cut sheets by CDOT, the Contractor shall place the order for the approved equipment to the Ciena distributor to ensure the timely delivery of the above listed Project network equipment.

Work on the network equipment requires CTMC personnel to configure each individual Ethernet switch in addition to the configuration of this Project network into the CTMC statewide intelligent transportation optical network. CTMC personnel require approximately 3 weeks to configure the switches. The Contractor shall coordinate with the Project Engineer to schedule the CTMC personnel for a window of time that the configuration may occur, dependent on anticipated equipment delivery.

For all Ciena products on the Project the Contractor shall have a Ciena certified technician with associated training and technology certificates on site or via remote access for any configuration and set up support required for a fully functional network.

The Contractor shall provide all required information to the CTMC for the Ethernet switches. This includes but not limited to the highway mile point of the Ethernet switch, the Project stationing of the Ethernet switch, and the devices to which they are connected. This information shall be submitted on an Excel spreadsheet at the time that the Contractor delivers the Ethernet switches to the CTMC for configuration.

## **REVISION OF SECTION 614 TEST FIBER OPTIC CABLE**

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

### **DESCRIPTION**

Test Fiber Optic Cable shall include Optical Time Domain Reflectometer (OTDR) tests, Coarse Wave Division Multiplexor (CWDM) OTDR tests, spectrum analysis of CWDM fiber, and optical power meter tests of all installed fiber and modified existing fiber on the Project.

### **MATERIALS**

The Contractor shall use equipment that is calibrated annually. A copy of the most recent certificate of calibration and all out-of-tolerance conditions shall be provided to the Department prior to the initiation of testing activities. The following equipment and information is required to perform fiber optic cable tests:

- (1) an OTDR (submit certification to the Department)
- (2) A Coarse Wave Division Multiplexor OTDR (submit certification to the Department)
- (3) An optical spectrum analyzer (submit certification to the Department)
- (4) Optical Power Meter Equipment capable of measuring optical power in dBm (submit certification to the Department)
- (5) a launch box (min length – 1000 feet)
- (6) a light source at the appropriate wavelength
- (7) Test jumpers shall be 3 feet to 12 feet long with connectors that are compatible with the light source and power meter and shall have the same fiber construction as the link segment being tested.

### **CONSTRUCTION REQUIREMENTS**

Prior to splicing and testing on the Project the Contractor shall submit a detailed Method Statement to the Department describing the splicing and testing plan and schedule. Discussion of the Contractor's Cutover Plan and a proposed Device Cutover Schedule shall be included in the Method Statement. No fiber optic splicing shall begin until the Method Statement is submitted and approved. If at any time it is determined that work began without an approved Method Statement, or the work is not following the approved Method Statement, an immediate "stop work" order will be issued and work will not resume until the Method Statement has been submitted and approved. Once the splicing and testing begins, the Method Statement shall be updated if necessary to address any changes in the original planned and approved procedures.

The Contractor shall conduct fiber optic testing at the following stages:

- (1) Pre-installation testing – bi-directional OTDR test of every fiber on every reel after delivery of the reel
- (2) Post installation and pre-splicing test – bi-directional OTDR test of every fiber of every cable after fiber is installed in the ground
- (3) Post-splicing tests, pre-CWDM filter splicing tests
  - i) Optical Power meter test from all fiber terminated in communications cabinets to a network facility for all fiber that is not used for CWDM on the Project.

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**REVISION OF SECTION 614  
TEST FIBER OPTIC CABLE**

- ii) Bi-directional OTDR test of all fiber between termination point in a network facility and cable end and between termination point in a network facility and communications cabinets for fiber that is not used for CWDM on the Project
- iii) Bi-directional CWDM OTDR test of all fiber between termination point in a network facility and cable end and between termination point in a network facility and communications cabinets for all fiber that is used for CWDM on the Project
- (4) Post-CWDM filter splicing tests
  - i) Spectrum analysis of all terminated fiber used for CWDM after filters have been spliced
  - ii) CWDM-OTDR
  - iii) Optical Power meter test and documented attenuator values
- (5) Re-testing of all stages above if initial test fails and after corrective action is taken

The guidelines for fiber optic cable testing include:

- (1) Launch box and test jumpers must be of the same fiber core size and connector type as the cable system: Single mode fiber 9.0 $\mu$ m (nominal) /125  $\mu$ m
- (2) The light source and OTDR must operate within the range of 1310 $\pm$ 10 nm and 1550 $\pm$ 20 nm single mode nominal wavelength for testing in accordance with Telecommunications Industry Association (TIA) TIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant.
- (3) The power meter and the light source must be set to the same wavelength during testing.
- (4) The OTDR and power meter must be calibrated at each of the nominal test wavelengths and traceable to the National Institute for Standards and Technology (NIST) calibration standards.
- (5) The calibration of the OTDR and power meter shall conform to the requirements set forth in Telecommunications Industry Association/Electronic Industries Alliance (TIA/EIA) TIA/EIA-455-226 Calibration of Optical Time-Domain Reflectometers and TIA-455-231 Calibration of Fiber Optic Power Meters, respectively.

The Contractor shall document jacket length measurements for lateral and backbone cable at each end including splice enclosures and patch panels and at any intermediate splice points.

The Contractor shall document bare fiber slack not accounted for in jacket length.

All system connectors, adapters and jumpers shall be cleaned per manufacturer's instructions before measurements are taken.

At locations of new lateral fiber optic cable installation and at locations that require the re-installation of existing lateral fiber optic cable, the Contractor shall conduct testing from the termination panel mounted in the communications cabinet to the splicing manhole. The bi-directional test shall be conducted from the termination panel towards the splicing manhole and from the splicing manhole to the communications cabinet termination panel.

Final splicing will not begin until such time that the Contractor submits OTDR test results to the Department and the Department reviews the results.

Final OTDR testing from the communications cabinet to the corresponding node building shall be conducted after their splicing work has been completed. All issues with communications related to

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**REVISION OF SECTION 614  
TEST FIBER OPTIC CABLE**

Contractor installation and workmanship shall be remediated by the Contractor at no additional cost to the project.

A functional test shall be made in which it is shown that each and every part of the system functions as specified or intended herein.

*(a) Optical Fiber Cable Testing with OTDR*

The Contractor shall perform an OTDR test of all fibers in all tubes on the reel prior to installation of the fiber. The test results shall be supplied to the Department prior to installation of the cable.

Fiber testing shall be performed on all terminated fibers from patch panel to patch panel and unterminated fibers from end to end. Additionally, mid entry splices into mainline cables require testing of all strands in the mainline cable before and after installation. Testing shall consist of a bi-directional end-to-end OTDR trace.

Loss numbers for the installed link shall be calculated by taking the sum of the bi-directional measurements and dividing that sum by two.

The Contractor shall use an OTDR that is capable of storing traces electronically and shall save each final trace.

The Contractor shall use a test reel of minimum length identified in the Materials section of this Special Provision. The Contractor shall indicate the length of the test reel, in feet, for all test results.

If the fiber designation is not indicated on the trace itself, the Contractor shall provide a cross-reference table between the stored trace file name and the fiber designation.

The Contractor shall record the following information during the test procedure:

- (1) Name and contact information of person conducting the test
- (2) Type of test equipment used (manufacturer, model, serial number, calibration date and valid certification of calibration)
- (3) Date test is being performed
- (4) Optical source wavelength and spectral width
- (5) Fiber identification
- (6) Start and end point locations
- (7) Test direction
- (8) Launch conditions
- (9) Method of calculation for the attenuation or attenuation coefficient
- (10) Acceptable link attenuation
- (11) Cable manufacturer stated index of refraction for cable being tested
- (12) Jacket readings in and out of each splice vault and each pull box

*(b) Optical Fiber Cable Testing with Optical Power Meter*

The Contractor shall conduct an Optical Power Meter Test of each fiber installed.

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**REVISION OF SECTION 614  
TEST FIBER OPTIC CABLE**

Single mode segments shall be tested in one direction at both the 1310 nm and 1550 nm wavelength.

The following information shall be recorded during the test procedure:

- (1) Names of personnel conducting the test
- (2) Type of test equipment used (manufacturer, model, serial number, calibration date and a valid certification of calibration)
- (3) Date test is being performed
- (4) Optical source wavelength and spectral width
- (5) Fiber identification
- (6) Start and end point locations
- (7) Test direction
- (8) Reference power measurement (when not using a power meter with a Relative Power Measurement Mode)
- (9) Measured attenuation of the link segment
- (10) Acceptable link attenuation

(c) *Acceptable Attenuation Values*

The Contractor shall calculate acceptable attenuation values for each fiber tested. These values represent the maximum acceptable test values.

The general attenuation equation for all single mode link segments is as follows:

Acceptable Link Attenuation = Cable Attenuation + Connector Attenuation + Splice Attenuation.

8.3  $\mu\text{m}$  (nominal) Single-mode Attenuation Coefficients:

- (1) Cable Attenuation=Cable Length (km) x (0.35 dB/km at 1310 nm and 0.22 dB/km at 1550 nm)
- (2) (No. of Mated Connections x 0.50 dB)
- (3) Splice Attenuation = Splices x 0.30 dB

(d) *Test Procedures*

The single mode Optical Power Meter fiber test shall be conducted in accordance with TIA-526-7.

The single mode OTDR test shall be conducted in accordance with TIA-526-7.

Testing for CWDM single wavelength filters (CWDM filter) shall be conducted in the following manner to ensure that the filter Pass, Reflect and Common pigtails are spliced to proper lateral fiber strands. Testing procedures and CWDM data flow information is included on the plans. Testing shall be conducted for all CWDM wavelengths are expressed in nanometer (nm) and applicable to each fiber strand used for data communications. CWDM wavelengths on this Project include 1430 nm, 1450 nm, 1470 nm, 1490 nm, 1510 nm, 1530 nm, 155-nm, 1570 nm, 1590 nm, and 1610 nm. Industry standard wavelengths (e.g. 1430 nm = 1431 nm) shall be observed.

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### **REVISION OF SECTION 614 TEST FIBER OPTIC CABLE**

After completion of fiber optic cable installation and prior to the CWDM filter splicing, all backbone cable to lateral cable splices shall be completed in the individual Ethernet switch sub-rings. Required steps shall include:

- (1) The backbone end of Lateral Cable 1 shall be spliced to the fiber optic backbone cable in Splice Closure 1. Once this splice is complete no future access to Splice Closure 1 shall be made unless a re-splice is required.
- (2) The opposite end of Lateral Cable 1 shall be spliced to itself in Splice Closure 2 in a manner to achieve continuity in the backbone strands from the beginning of the sub-ring (first node building) to the far end of the sub-ring (next node building).
- (3) An OTDR test shall be conducted on the sub-ring from building to building to ensure proper splicing of Lateral Cable 1 in Splice Closure 1.

Once the OTDR test is complete the results shall be submitted to the Department for approval. After approval the splicing of CWDM filters in Splice Closure 2 may begin.

The Contractor shall be required to break the Lateral Cable 1 splices in Splice Closure 2 used in the continuity test and conduct the CWDM filter splicing per the Project fiber splice plans. This will include splicing of Lateral Cable 1 and Lateral Cable 2 in Splice Closure 2 and the termination of Lateral Cable 2 in the communications cabinet.

After CWDM filter splicing, the Contractor may use one of the following methods to ensure the proper CWDM filter splicing.

- (1) By using a fiber identifier, testing of the incoming signal from either the upstream or downstream CWDM location, the Contractor shall show the Department that proper CWDM filter pigtail splicing has been achieved.
- (2) By using a spectrum analyzer to test the incoming wavelength to ensure proper splicing and wavelength of the CWDM signal.

Once all splicing of the individual sub-ring is complete the Contractor shall conduct the CWDM-OTDR and spectrum analyzer testing and submit the results to the Department. At the acceptance of these tests, the Contractor shall determine the proper optical attenuator to install in the Receive (Rx) ports at both the communications termination panel and the communications node building termination panel. After installation one final test of optical power shall be conducted to determine if the proper signal strength is being achieved by the Ethernet switch CWDM optic.

At that point the Colorado Department of Transportation, Colorado Transportation Management Center personnel along with Ciena network engineers will configure the sub-ring into the overall CDOT ITS network. If network communications cannot be achieved, a review of the CWDM testing materials will be begin.

*(e) Test Acceptance*

The Contractor shall re-splice all fusion splices and re-terminate all terminations that have test results exceeding acceptable attenuation values. The Contractor shall retest all fiber links that have been re-spliced and that have been re-terminated.

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**REVISION OF SECTION 614  
TEST FIBER OPTIC CABLE**

The Contractor shall demonstrate that the tests result in acceptable attenuation values.

The Contractor, solely at the Contractor's expense, shall bring all links not meeting the requirements of this specification into compliance.

*(f) Submittals*

The Contractor shall submit test result documentation as both a hard copy and electronic copy.

After each reel test, the Contractor shall submit one hard copy of the OTDR trace for every fiber on the reel.

After installation, the Contractor shall submit two hard copies and one electronic copy of the following tests:

- (1) Continuity OTDR trace for every spliced fiber which the CWDM optical network will utilize.
- (2) OTDR trace for every fiber the high speed DWDM optical network will utilize.
- (3) CWDM-OTDR trace for every fiber which the CWDM optical network will utilize.
- (4) Spectrum analyzer test results for every fiber which the CWDM optical network will utilize.
- (5) OTDR traces and power meter results for all "dark" unused fiber strands in the backbone fiber optic cable from node buildings.

Hard copy traces shall be organized and bound in logical order in an 8 ½ inch x 11 inch hard cover binder.

The Contractor shall submit, after approval of the hard copy traces, electronic copies of all traces (PDF and native file format) and appropriate software, if needed, to allow reading the traces.

The Contractor shall submit one copy of the complete contract Plans, including additional drawings issued as part of all change orders, with all deviations clearly marked in color. Deviations to be noted shall include at a minimum, but not be limited to, the following:

- (1) Fiber Splice location
- (2) Fiber Splice configuration
- (3) Termination layout

After all splicing and fiber optic testing is completed the Contractor shall test the optical power of the incoming, (Receive) signal at each field Ethernet switch and existing node building location. To obtain the most accurate values of optical power, the testing equipment shall be attached to the SFP optic end of the pre-connectorized patch cable.

Once the optical power has been tested, the Contractor shall install the appropriate attenuator in the receive port to meet the receive values of the SFP optic module, including a design margin of 6 dB (to allow for degradation over the life of the system).

**REVISION OF SECTION 614  
FIBER OPTIC CABLE (SINGLE MODE)**

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

**DESCRIPTION**

This work consists of furnishing and installing backbone and lateral single mode fiber optic cables.

**MATERIALS**

All fiber optic cables shall be suitable for outdoor conduit installation.

All fiber optic cable shall have compatible characteristics with other proposed and existing fiber optic cables. All optical cables furnished on this Project shall meet the following fiber optic industry standards:

- (1) International Telecommunications Union – Telecommunications Standardization Sector - Recommendation G.652.D
- (2) Telecommunications Industry Association (TIA) - 598-D Optical Fiber Cable Color Coding
- (3) International Organization for Standardization (ISO) - 9001
- (4) Rural Utilities Service (RUS)- Specification for filled fiber optic cables

All cables shall be new and unused non-armored outdoor cable consisting of non-dispersion shifted, low water peak single-mode fiber strands free of surface imperfections and inclusions. Each single mode fiber strand shall consist of a doped silica core surrounded by a concentric silica cladding. The fiber shall be of matched clad design.

(a) *Fiber Strands.*

Fiber strands shall meet the following minimum characteristics:

- (1) Typical core diameter of  $9.0\mu\text{m} \pm 1\mu\text{m}$
- (2) Cladding Diameter of  $125\mu\text{m} \pm 1\mu\text{m}$
- (3) Core concentricity error:  $\leq 0.6\mu\text{m}$
- (4) Cladding Noncircularity:  $\leq 1.0\%$
- (5) Coating Diameter (Colored):  $245 \pm 5\mu\text{m}$
- (6) Maximum Attenuation (Loose Tube): 0.35 dB/km at 1310 nm wavelength and 0.22 dB/km at 1550 nm wavelength
- (7) Mode-Field Diameter:  $9.20 \pm 0.30\mu\text{m}$  at 1310 nm wavelength and  $10.40 \pm 0.50\mu\text{m}$  at 1550 nm wavelength
- (8) Attenuation at the Water Peak: 0.32 to 0.34 dB/km at  $1383 \pm 3\text{ nm}$  wavelength
- (9) Cutoff Wavelength:  $\leq 1260\text{ nm}$
- (10) Zero Dispersion Wavelength: 1300 nm to 1324 nm
- (11) Zero Dispersion Slope:  $\leq 0.092\text{ ps} / (\text{nm}^2 * \text{km})$
- (12) Polarization Mode Dispersion:  $\leq 0.06\text{ ps} / \sqrt{\text{km}}$
- (13) Maximum Polarization Mode Dispersion at 0.01% distribution (PMDq):  $0.20\text{ ps} / \sqrt{\text{km}}$
- (14) Maximum Fiber Dispersion:  $\leq 18\text{ ps}/(\text{nm} * \text{km})$  at 1550 nm.
- (15) Fiber Curl:  $\geq 4.0\text{ m}$
- (16) Proof Tensile Test: 100 kpsi ( $0.69\text{ GN}/\text{m}^2$ )

The fibers shall not adhere to the inside of the buffer tube.

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**REVISION OF SECTION 614  
FIBER OPTIC CABLE (SINGLE MODE)**

The coating shall be a dual layered, UV cured acrylate applied by the fiber manufacturer. The coating shall be capable of being mechanically stripped with a force of 0.3 to 2.0 lbf.

Each single mode fiber strand shall be color coded with distinct and recognizable colors in accordance with the TIA-598-D *Optical Fiber Cable Color Coding*.

(b) *Buffer Tubes.*

Each backbone buffer tube shall contain 12 fiber strands and each lateral fiber cable shall have two buffer tubes with six fiber strands in each.

Optical fibers shall be placed inside a loose buffer tube.

Each buffer tube shall be color coded with distinct and recognizable colors in accordance with TIA-598-D

If fillers are required, they shall be placed in the inner layer of the fiber optic cable. The color sequences of the buffer tubes shall begin from the inside layer of and progress outward.

Buffer tube black stripe shall be inlaid in the buffer tube material by means of co-extrusion when required.

In buffer tubes containing multiple fibers, the coloring shall be stable during temperature cycling and shall not be subjected to fading or smearing onto each other or into the buffer tube gel filling material if the fiber cable is supplied with gel filling for water blocking. Colorings shall not cause fibers to stick together.

Each buffer tube shall contain water blocking swellable yarns to prevent water from entering the individual buffer tubes. Swellable water blocking material shall be non-nutritive to fungus, electrically non-conductive and homogeneous. It shall be free from dirt and foreign matter and not require cleaning prior to splicing and placement into the splice closure tray. All fiber strands shall be thoroughly cleaned prior to fiber splicing. All water blocking material shall be uniformly distributed throughout the buffer tubes.

Buffer tubes shall be stranded around a central member of the cable using a reverse oscillation stranding process.

The buffer tubes shall be resistant to external forces and shall meet the buffer tube cold bend and shrinkback requirements of Code of Federal Regulations (CFR) 7 CFR 1755.900 – *RUS Specification for filled fiber optic cables*.

(c) *Fiber Cable.*

Fillers may be included in the cable core to lend symmetry to the cable cross-section where needed and shall not be placed to interrupt the consecutive positioning of the buffer tubes. Fillers shall nominally match the outer diameter of fiber filled buffer tubes.

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**REVISION OF SECTION 614  
FIBER OPTIC CABLE (SINGLE MODE)**

The central anti-buckling member of the cable shall consist of all dielectric, glass reinforced plastic (GRP) rod.

For single layer cables, a water swellable, (blocking) tape shall be applied longitudinally around the outside of the buffer tubes and fillers. The tape shall be held in place by a single polyester binder yarn. The water swellable tape shall be non-nutritive to fungus, electrically non-conductive, and homogenous. It shall also be free from dirt and foreign matter. Water blocking material shall be applied uniformly throughout the fiber cable to inhibit the ingress of water into the cable. Gel filled water-blocking compound shall not be allowed in the cable core interstices of the fiber optic cables.

When the fiber cable is provided with dual layer buffer tubes, both the inner and outer layer shall be provided with water swellable tape.

Binders shall be applied with sufficient tension to secure the buffer tubes to the central member without crushing the buffer tubes. The binders shall be non-hygroscopic, non-wicking (or rendered so by the flooding compound), and dielectric with low shrinkage.

The cable shall contain at least one ripcord under the sheath for easy sheath removal.

Outer cable jacket shall have a consistent thickness throughout the entire cable length and shall be sheathed with medium density polyethylene (MDPE). Jacketing material shall be applied directly over the tensile strength members and water blocking tape. The MDPE jacket material shall be as defined by ASTM D1248, Type II, Class , Category 4 and Grades J4, E7 and E8 and shall contain carbon black to provide ultraviolet light protection and shall not promote the growth of fungus.

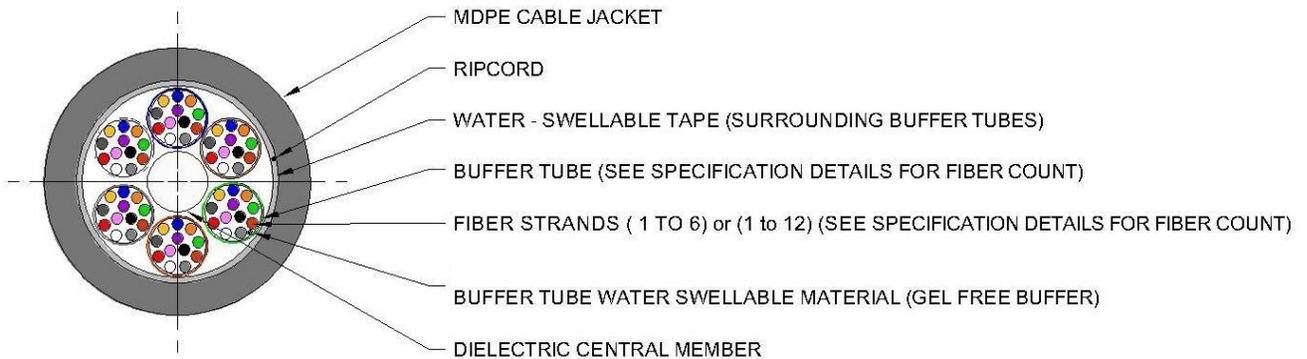
The cable jacket shall be free of holes, splits and blisters and be of a consistent thickness.

Cable jackets shall be marked with the manufacturer's name, sequential foot markings, fiber type and count, month and year of manufacture and a telecommunication handset symbol, as required by Section 350G of the National Electrical Safety Code (NESC). The actual length of the cable shall be within 0 to 1 percent of the length markings. The marking shall be in contrasting color to the cable jacket. The height of the marking shall be easily readable.

The Contractor shall submit to the Department a detailed fiber optic cable specification sheet from the manufacturer for approval. The specification sheet shall be highlighted describing the water blocking material used for both the cable interstices and buffer tubes. Failure to fully describe the type of water blocking material shall result in the submittal being rejected and resubmitted with all highlighted information.

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**REVISION OF SECTION 614  
FIBER OPTIC CABLE (SINGLE MODE)**



**Specification Detail 1**

Typical Cross Section of Fiber Optic Cable to Be Provided Per This Specification

(d) *Environmental Parameters.*

The following minimum environmental parameters shall be met:

- (1) Shipping, storage and operating temperature range of the cable shall be; -40°F to +158°F (-40°C to +70°C)
- (2) Operating temperature range of the cable shall be; -40°F to +158°F (-40°C to +70°C)
- (3) Installation temperature range of the cable shall be; -22°F to +140°F (-30°C to +60°C)

(e) *Quality Assurance.*

The following minimum quality assurance requirements shall be met:

- (1) All optical fibers shall be 100 percent attenuation tested in accordance with Revision of Section 614 – Test Fiber Optic Cable. The attenuation of each fiber shall be provided with each cable reel.
- (2) The cable manufacturer shall be ISO 9001 or TL 9000 registered.

(f) *Packaging.*

The following minimum packaging parameters shall be met:

- (1) The complete cable shall be packaged for shipment on non-returnable wooden reels.
- (2) Top and bottom ends of the cable shall be available for testing.
- (3) Both ends of the cable shall be sealed to prevent the ingress of moisture.
- (4) Each reel shall have a weatherproof reel tag attached identifying the reel and cable.
- (5) Each cable shall be accompanied by a cable data sheet that contains significant information on the cable.
- (6) The cable reels shall not be stored nor shipped on their sides.

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**REVISION OF SECTION 614  
FIBER OPTIC CABLE (SINGLE MODE)**

**CONSTRUCTION REQUIREMENTS**

Fiber optic cable shall be used for either main backbone cable or lateral cables that connect to communications cabinets. The main backbone cable shall be terminated in a traffic management system building or network facility. Splicing shall be conducted at cable end splice locations and device splice locations shown on the Project plans or as approved by the Department.

A minimum of one week prior to fiber optic work, the Contractor shall give the Department a detailed installation and splicing Method Statement and schedule. All installation, splicing, termination, and testing shall be listed on the schedule and Method Statement and revisions shall be re-submitted to the Department immediately. Installation of the fiber optic cable shall not be permitted until the Method Statement and schedule has been approved by the Engineer.

The Contractor shall be responsible for coordinating with third parties when installing and splicing proposed fiber optic cable adjacent to existing third party owned fiber optic infrastructure and when splicing proposed fiber optic cable to existing third party owned fiber optic cable. The Contractor shall keep the Department apprised of all coordination activities it performs with third parties as it pertains to this Project.

The Contractor shall conform to the requirements included in the Revision of Section 614 – Test Fiber Optic Cable specification, as well as the project specific Testing & Integration Plan.

The Contractor shall provide the Engineer with two copies of the cable manufacturer's installation instructions for all fiber optic cable. All installations shall be in accordance with the manufacturer's recommendations except as otherwise directed by the Engineer. All additional costs including fiber optic cable associated to damages caused by the Contractor's neglect of recommended procedures, shall be the Contractor's responsibility.

Fiber optic cable including both backbone cables and lateral cables shall be installed in continuous runs. The Contractor shall include a detailed installation plan with the Method Statement showing cable installation lengths and cable end splice points. The fiber cable shall be installed in reel lengths that minimize the quantity of cable end splices. Under no conditions shall fiber optic cable be cut or spliced at intermediate points without express written direction from the Engineer.

The new fiber cable shall be installed in a manner which will not interfere with the integrity of existing cable and equipment and shall be installed in a manner which will not interfere with the maintenance of the traffic signal cable, wiring, or equipment.

Blowing cable is an acceptable alternative to pulling cable. If the Contractor chooses to use this method, submittals for cable installation shall be submitted along with complete information on fiber installation equipment.

The maximum pulling tension shall be 600 pounds (2700 N) during installation (short term) and 200 pounds (890 N) long term installed.

All cables shall have a minimum bending radius based on the diameter of the cable and shall meet the following:

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**REVISION OF SECTION 614  
FIBER OPTIC CABLE (SINGLE MODE)**

- (1) Under max pulling tension – 15 (Fifteen times the cable outside diameter)
- (2) Unloaded, not under tension – 10 (Ten times the cable outside diameter)

The fiber optic cable shall be installed in the conduit with a split-mesh cable grip to provide a firm hold on the exterior covering of the cable.

The manufacturer's recommended maximum allowable pull tension for cable pull lengths shall not be exceeded. The Contractor shall use a pulley system with a numerical readout indicating the cable tension. The pulley system shall be capable of alerting the installer when the cable pulling tension approaches the manufacturer's maximum allowable tension. The Contractor may supplement this procedure with a breakaway tension limiter set below the lowest recommended tensile limit of the cables being pulled. Intermediate pulleys shall be used at all pull boxes or manholes along the installation run to prevent cable damage.

If cable installation limits are met and the entire length cannot be installed completely from the shipping reel, installation shall be continued from the mid-point of the run. The Contractor shall first pull one-half of the cable from the reel at the mid-point through the conduit to one end of the run. The other half of the cable shall be removed from the reel and carefully placed on the ground in a figure eight pattern with a minimum loop diameter of 10 feet. While installing the remaining cable, care shall be taken to avoid dragging against the ground resulting in damage or excess bending of the cable. The Contractor shall not kink, twist or bend the cable during installation coiling and uncoiling.

The cable shall be continuously lubricated as it enters the conduit. The Contractor shall only use pulling lubricants recommended by the cable manufacturer. Liquid detergent shall not be used.

The Contractor shall furnish and install a pre-lubricated pull tape and tracer wire in the same conduit as the fiber is being installed. The pull tape and tracer wire shall conform with Revision of Section 613 – Electrical Conduit.

If the Contractor must install new cable in conduits that contain existing fiber optic cable or electrical wiring, the Contractor shall be responsible for all damage to the existing cables and wires. After this installation the Contractor shall perform a functional test of all the equipment connected by the existing fiber cables and electrical wiring to ensure proper working conditions. All costs associated with equipment testing and repairs shall be included in the cost of the fiber optic cable.

If an existing fiber optic cable is damaged during construction, it shall be removed from both points of termination and replaced, at no cost to the Project.

In no case shall the conduit fill ratio of new conduit exceed the requirements of the National Electrical Code.

Lateral cables shall be installed in continuous runs from the backbone splice location to the communications cabinet. Odd length cables and reel ends are acceptable for lateral cables provided they are pre-tested and free of defects and are of sufficient lengths to archive continuous runs.

Installation of lateral fiber optic cables shall include slack coil and a minimum of three strain relief locations within all communications cabinets and traffic signal cabinets.

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**REVISION OF SECTION 614  
FIBER OPTIC CABLE (SINGLE MODE)**

All fiber optic cables shall include identification labels attached to the cable in each pull box, manhole or communications cabinet. The information to be included on the label shall be approved by the Engineer.

The Contractor shall coil 50 feet of each fiber cable in pull boxes and 100 feet in manholes.

At locations of Coarse Wavelength Division Multiplexing (CWDM) network equipment, the Contractor shall install and coil two separate 100-foot lateral fiber optic cables in the splice manholes. Refer to the fiber optic splicing details for more information.

Splicing of CWDM lateral fiber cables by the Contractor shall be as shown in the project plans.

Backbone and lateral buffer tubes and fiber strands shall be labeled on the splice tray prior to sealing of the closure. In the CWDM splice closure, the optical filter wavelengths shall also be labeled.

The Contractor shall ensure that all cable coils and splice canisters are attached separately to the cable management hardware inside manholes in a manner which will allow for all splice closures to be removed separately for future maintenance purposes. In Pull Boxes, all cable coils shall be attached separately to the cable management hardware in a manner which will allow for fiber optic cable to be removed separately.

The Contractor shall terminate the lateral cable at the communications cabinet in accordance with the Revision of Section 614 – Fiber Optic Termination Panel.

Prior to performing splicing and testing for CDOT ramp metering, the Contractor shall contact Joe Pirera, CDOT Traffic Signals & Ramp Metering Supervisor (303-815-9194), to allow for traffic signal technicians to disconnect all existing optical communications equipment.

The Contractor shall submit a final documentation package. The final documentation package shall include the cable manufacturer's installation procedures, technical support documentation and material documentation. These documents shall match the original submittals provided to the Engineer.

At any time, if the Contractor damages any of the fiber optic backbone cables, the entire end-to-end (reel-to-reel) section of fiber cable shall be removed, re-installed, and re-spliced from the cable end splice point at the Contractor's expense.

At any time, if the Contractor damages any of the fiber optic backbone laterals, the entire end-to-end (reel-to-reel) section of fiber cable shall be removed, re-installed, and re-spliced from the splice point to the device communication cabinet at the Contractor's expense.

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
 COARSE WAVELENGTH DIVISION MULTIPLEXING SFP**

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

**DESCRIPTION**

For this Project the Coarse Wavelength Division Multiplexing SFP shall be a single wavelength CWDM Small Form-Factor Pluggable (SFP) optic module for installation in a Ciena 3930/3931 Carrier Ethernet Service Delivery Switch (SDS). There shall also be a matching CWDM SFP optic module installed in the corresponding Ciena 5150 Carrier Ethernet Service Aggregation Ethernet Switch (SAS) located in an existing or new regeneration node building.. All CWDM SFP optic modules shall be provided from a manufacturer recommended by Ciena.

**MATERIALS**

The Contractor shall furnish and install the CWDM SFP optic modules in the wavelengths as shown in the item table below. This table describes optic modules for installation in Ciena 3930/3931 Carrier Ethernet SDS Ethernet switches, and Ciena 5150 Carrier Ethernet SAS switches located in existing regeneration node buildings. The Contractor shall be responsible for providing CWDM SFP optic modules for corresponding Ciena 5150 Carrier Ethernet SAS switches utilized on this project.

Item Table – CWDM SFP Optic Modules for Ciena 3930 Carrier Ethernet SDS switches, Ciena 5150 Carrier Ethernet SAS switches.

Item Description	Item Number
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1430 NM, EXT. TEMP	XCVR-A80D43
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1450 NM, EXT. TEMP	XCVR-A80D45
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1470 NM, EXT. TEMP	XCVR-A80D47
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1490 NM, EXT. TEMP	XCVR-A80D49
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1510 NM, EXT. TEMP	XCVR-A80D51
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1530 NM, EXT. TEMP	XCVR-A80D53
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1550 NM, EXT. TEMP	XCVR-A80D55
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1570 NM, EXT. TEMP	XCVR-A80D57
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1590 NM, EXT. TEMP	XCVR-A80D59
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1610 NM, EXT. TEMP	XCVR-A80D61

If for any reason the CWDM SFP optic modules are defective or are damaged at the time of installation by either the Contractor or by Ciena, the optic module shall be removed and replaced at no additional cost to the Project. CWDM SFP optic modules shall also be replaced if any failures occur due to manufacture’s defect, at no additional cost to the Project prior to the final network acceptance.

Neither the Ciena distributor nor Ciena Corporation has been involved in the design of the Project network. The Contractor shall contact the Ciena distributor representative for equipment quotations and purchasing purposes only. The Contractor shall not contact or rely on either the Ciena distributor or Ciena for network design related questions.

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**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXING SFP**

When requesting quotations, the Contractor shall submit to the Ciena distributor a complete package including the following items:

1. A complete list of required equipment for purchase including materials and quantities based on the individual Project specifications item including those items that are required to achieve the complete work items and installation per the Project plans.
2. A PDF copy of all Project specifications pertaining to the material being ordered.
3. A PDF copy of all networking Project plan sheets.

It is the Contractor's responsibility to provide the distributor's representative all information required pertaining to the complete network design. During the bidding process, the Ciena distributor or Ciena Corporation is not responsible for any type of network design aide. All questions pertaining to the design shall be through the Department for help or clarification.

**CONSTRUCTION REQUIREMENTS**

For Ciena 3930/3931 Carrier Ethernet SDS switch installations, a CWDM SFP optic module(s) shall be installed in each switch for CWDM data communications. A matching CWDM SFP optic module shall be at its corresponding Ciena 5150 Carrier Ethernet SAS switches located in existing or new regeneration node buildings. The port assignments shown in the Plans for existing Ciena 5150 Carrier Ethernet SAS switches are subject to change since the utilization of ports may have changed from when the Plans were prepared.

The Contractor shall ensure that the wavelengths of the CWDM SFP optic modules installed in the Ciena 3930/3931 Carrier Ethernet SDS Ethernet switches match those installed in the corresponding Ciena 5150 or 5142 Carrier Ethernet SAS Ethernet switch to ensure proper data communications.

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
 DENSE WAVE DIVISION MULTIPLEXING (DWDM)**

<b>Dense Wave Division Multiplexing (DWDM)</b>					
<b>Channel (#)</b>	<b>Frequency (GHz)</b>	<b>Wavelength (nm)</b>	<b>Channel (#)</b>	<b>Frequency (GHz)</b>	<b>Wavelength (nm)</b>
1	190100	1577.03	37	193700	1547.72
2	190200	1576.03	38	193800	1546.92
3	190300	1575.37	39	193900	1546.12
4	190400	1574.54	40	194000	1545.32
5	190500	1573.71	41	194100	1544.53
6	190600	1572.89	42	194200	1543.73
7	190700	1572.06	43	194300	1542.94
8	190800	1571.24	44	194400	1542.14
9	190900	1570.42	45	194500	1541.35
10	191000	1569.59	46	194600	1540.56
11	191100	1568.11	47	194700	1539.77
12	191200	1567.95	48	194800	1538.98
13	191300	1567.13	49	194900	1538.19
14	191400	1566.31	50	195000	1537.40
15	191500	1565.50	51	195100	1536.61
16	191600	1564.68	52	195200	1535.82
17	191700	1563.86	53	195300	1535.04
18	191800	1563.05	54	195400	1534.25
19	191900	1562.23	55	195500	1533.47
20	192000	1561.42	56	195600	1532.68
21	192100	1560.61	57	195700	1531.90
22	192200	1559.79	58	195800	1531.12
23	192300	1558.98	59	195900	1530.33
24	192400	1558.17	60	196000	1529.55
25	192500	1557.36	61	196100	1528.77
26	192600	1556.56	62	196200	1527.99
27	192700	1555.75	63	196300	1527.22
28	192800	1554.94	64	196400	1526.44
29	192900	1554.13	65	196500	1525.66
30	193000	1553.33	66	196600	1524.89
31	193100	1552.52	67	196700	1524.11
32	193200	1551.72	68	196800	1523.34
33	193300	1550.92	69	196900	1522.56
34	193400	1550.12	70	197000	1521.79
35	193500	1549.32	71	197100	1521.02
36	193600	1548.52	72	197200	1520.25

ITU Grid: C-Band, 100 GHz Spacing

Note: for 200 GHz spacing use either odd or even numbered channels.

**REVISION OF SECTION 614  
SMALL FORM-FACTOR PLUGGABLE – 1310NM SFP**

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

**DESCRIPTION**

For this Project the Small Form-Factor Pluggable –SFP shall be a single wavelength SFP optic module for installation in Ciena 3930/3931 switches. All SFP optic modules shall be provided from a manufacturer recommended by Ciena.

**MATERIALS**

The Contractor shall furnish and install the SFP optic module shown in the item table below. This table describes the optic module for installation in the Ciena 3930/3931 Switches installed on this Project.

Item Table – 1310nm SFP Optic Modules for a Ciena 3930/3931 Ethernet SDS Switch.

<b>Item Description</b>	<b>Item Number</b>
100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 10 KM, 1310 NM, EXTENDED TEMPERATURE	XCVR-A10Y31

If for any reason the SFP optic modules are defective or are damaged at the time of installation by either the Contractor or by Ciena, the optic module shall be removed and replaced at no additional cost to the Project. SFP optic modules shall also be replaced if any failures occur due to manufacturer’s defects, at no additional cost to the Project prior to the final network acceptance.

Neither the Ciena distributor nor Ciena Corporation has been involved in the design of the Project network. The Contractor shall contact the Ciena distributor representative for equipment quotations and purchasing purposes only. The Contractor shall not contact or rely on either the Ciena distributor or Ciena for network design related questions.

When requesting quotations, the Contractor shall submit to the Ciena distributor a complete package including the following items:

1. A complete list of required equipment for purchase including materials and quantities based on the individual item as noted in the Project specifications including those items needed to achieve a work completed and installed per the Project plans.
2. A PDF copy of all Project specifications pertaining to the material being ordered.
3. A PDF copy of all networking Project plan sheets.

It is the Contractor’s responsibility to provide the distributor’s representative all information required pertaining to the complete network design as shown in the Project plans. During the bidding process, the Ciena distributor or Ciena Corporation is not responsible for any type of network design aide. All questions pertaining to the design shall be through the Department for help or clarification.

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**REVISION OF SECTION 614  
SMALL FORM-FACTOR PLUGGABLE – 1310NM SFP**

**CONSTRUCTION REQUIREMENT**

For Ciena Carrier Ethernet switch installations, 1310nm SFP optic module shall be installed in each switch for data communications in a CWDM design between 2 adjoining Ethernet switches (and at switches located between two adjoining switches, as applicable).

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
BUFFER TUBE FAN-OUT KIT**

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

**DESCRIPTION**

For this Project, the Buffer Tube Fan-out Kit shall be furnished and installed on single mode fiber optic lateral cable ends in field communications cabinets.

**MATERIALS**

Buffer Tube Fan-Out Kits shall match the number of fiber strands in the lateral fiber optic cable. Buffer tube fan-out kits shall be compatible with the fiber optic cable being terminated and shall be color-coded to match the lateral fiber strand color. Fan out kit buffer tubes shall be 900 um. The buffer tube fan out kit fiber strand length shall be sufficient for routing and placement in the termination panel. All components of the fan-out kit shall be rated for outdoor use.

**CONSTRUCTION REQUIREMENTS**

The Contractor shall install fiber optic buffer tube fan-out kits on the lateral cable in each communications cabinet. The Contractor shall install fanned out cables on the ends of lateral fiber cable strands. Buffer tubes for lateral fiber strands shall be neatly coiled and secured within the field termination panels. Taping or leaving the buffer tubes unmanaged shall not be allowed.

## **REVISION OF SECTION 614 OPTICAL TRANSCEIVER**

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

### **DESCRIPTION**

Optical transceivers shall only be allowed at Ramp Meter device locations for communications from the field device to a regeneration node building or the CTMC.

### **MATERIALS**

Optical transceivers shall be provided and installed by the contractor in matched pairs and shall utilize integrated WDM, (Wavelength Division Multiplexing), optics operating at 1310/1550 nm and capable of transporting simultaneous bi-directional data on one single mode optical fiber. The unit shall support the transmission of duplex RS-232 and RS-422 data interfaces. The unit shall be transparent to data protocols used by various manufactures, providing for universal compatibility for the current system and for future expansion. It shall also require no in-field electrical or optical adjustments or in-line attenuators.

LED indicators shall provide power, data transmit and data receive status for monitoring proper system operation. The unit shall provide automatic re-settable solid-state current limiters and independent voltage regulators on each module to reduce the chance of a single point failure of the system. The module shall be hot swappable in a rack mount system to reduce complete system shut down during maintenance or repair.

Mean time between failures shall be 100,000 hours minimum. The module shall be UL and ULC listed and CE marked. The circuit board shall be UL 94 flame rated and meet all IPC standards. All PC boards shall be designated with part number, PC board number and show appropriate revision number. Housing shall be of all metal construction. All LED indicators and both electrical and mechanical connections shall be identified with silk-screened labels. The module shall have a lifetime warranty.

The Optical Transceiver shall meet the following minimum requirements:

1. Status Indicators
  - a. Power: On – Red / Off – Off
  - b. Data Transmit: Transmit Data – Green / No Data – Off
  - c. Data Receive: Receive Data – Green / No Data – Off
2. Connectors
  - a. Optical Fiber Bulkhead: ST
  - b. Power: Terminal Block with Screw Clamps
  - c. Data: RS 232 DB 25 female
3. Electrical Specifications
  - a. Power: 12 Volt DC
  - b. Current Protection: Automatic re-settable solid-state current limiters
  - c. Voltage Regulation: Solid-state, independent on each board
  - d. Circuit Board: UL 94 flame rated and meets all IPC standards
  - e. 19 Inch Rack Mount Card: Shall be hot-swappable
4. Environmental
  - a. Operating Temp: –40°C to +74°C
  - b. Storage Temp: -40°C to +85°C

- c. Relative Humidity: 0 percent to 95 percent (Non-Condensing)

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**REVISION OF SECTION 614  
OPTICAL TRANSCEIVER**

Optical transceivers shall be installed in the manner and locations shown on the plans. A complete installation consists of the transceiver unit, fiber optic pre-connectorized cable, power transformer and wiring transformer power to the unit.

Modular units shall be provided and installed in field communications cabinets. The placement of the unit shall allow provision for cable installation and maintenance per manufacturer's recommendations.

Rack mounted units shall be provided and installed in the devices respective regeneration node building or the CTMC.

Prior to completion of the work, the Contractor shall insure the following has been completed on all optical transceivers.

Each field transceiver has been connected to power per the manufacture's recommendations.

1. Each field transceiver is wired properly to the device interface.
2. Each regeneration node building/CTMC transceiver is installed in a compatible transceiver chassis and wired properly to the terminal server.
3. Communications of device data between the field and regeneration building transceiver pairs occurs with no transmitting errors.

See project specific Testing & Integration Plan for additional requirements.

## **REVISION OF SECTION 614 TRAFFIC MANAGEMENT SYSTEM BUILDING**

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

### **DESCRIPTION**

The work shall include the engineering, structural design, off-site fabrication, delivery, and installation of a Traffic Management System Building. The Traffic Management System Building will house equipment that serves as the concentration point for field communications prior to integration with a communications backbone and shall house the communications backbone equipment, power distribution, standby power and miscellaneous equipment as specified in these specifications and as directed in the Plans.

The manufacture shall construct and deliver a Traffic Management System Building and associated equipment as shown on the Plans and as directed within these specifications. The term "associated equipment" shall be interpreted to include all components systems, and apparatus housed in, connected to, integral to the Traffic Management System Building.

Working drawings shall show Traffic Management System Building design, foundation design, electrical design, and any other associated equipment as shown on the plans and as directed within these specifications shall be sealed by an Engineer registered in the State of Colorado and shall be submitted in accordance with subsection 105.02 for approval

### **MATERIALS**

The Traffic Management System Building shall be a precast concrete facility installed at the site as indicated on the Plans.

The Traffic Management System Building shall be certified in the State of Colorado and conform to the to the State's currently approved building codes including, but not limited to, the following standards: International Building Code (IBC), International Mechanical Code, Uniform Plumbing Code, International Plumbing Code, American with Disabilities Act (ADA) Accessibility Guidelines for Shelters and Facilities, International Fire Code, National Fire Protection Association (NFPA) guidelines, and the National Electric Code, and International Energy Conservation Code. For localized information on structural load requirements (e.g., live loads, snow loads, wind loads, etc.), the Traffic Management System Building shall conform to either the Structural Design section of the City and County of Denver building code or the State of Colorado approved building code requirements, whichever is more stringent.. The structural design and details shall be stamped by a Colorado Professional Engineer.

The Traffic Management System Building shall nominally measure at least 28 feet by 12 feet unless otherwise required due to architecture circulation requirements, electrical equipment floor space, and working clearances and as approved in writing by the Department.

The Traffic Management System Building shall include:

- (1) Interior and exterior lights as indicated and scheduled on the plans
- (2) 20-Amp/120 volt alternating current duplex outlets as indicated on the plans
- (3) Special purpose 120 volt and 240 volt electrical outlets installed in cast boxes under the raised access floor as indicated on the plans
- (4) Power distribution to all installed electronic equipment, air conditioning and other associated equipment installed
- (5) Lightning protection for the overall integrated structure

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING**

- (6) Internal "Halo" grounding system including but not limited to bonding to the rack-mounted equipment, equipment racks/cabinets, raised access floor pedestals, overhead or underfloor cable pathways, and electrical equipment enclosures
- (7) A single point grounding system for the shelter and associated equipment.
- (8) Two air conditioning units under lead lag control
- (9) Rain hoods and filters, where applicable, for all ventilation fans, motorized louvers, air conditioner / heaters, doors, etc.
- (10) Vandal protection cages for the air conditioner / heaters and external lighting
- (11) Smoke alarms, over and under temperature alarms, door alarms, loss of power alarm, air conditioner / heater failure alarm
- (12) A standby power generator
- (13) A raised access floor system in the equipment room, color to be approved by the Engineer
- (14) Interior wall paneling colors and style to be approved by the Engineer
- (15) Exterior shall be stone aggregate, color and style to be approved by the Engineer
- (16) A double wide door for entry into the equipment room
- (17) A single door for entry into the equipment room

All equipment and materials furnished for this Traffic Management System shall be new and of prime quality and shall not have been used previously.

The Plans provide a suggested associated equipment layout and installation plan based on generic equipment and not necessarily the equipment selected by the Manufacture. To this extent, the Manufacture shall be responsible for providing:

- (1) Manufacturer's cut sheets, published specifications, shop drawings, material descriptions, and structural drawings of the Traffic Management System Building and its associated equipment shall be provided to the Engineer for review and approval.
  - a. Shop drawings shall include fabrication drawings and attachment of the various components, including reinforcement detailing, bending, and placing concrete reinforcement in compliance with ACI 318 and Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice, as applicable.
  - b. Elevations, sections, and dimensions for all precast concrete units including anchors, inserts, and embedded cast-in place items.
  - c. Mechanical, electrical, and plumbing layouts indicating location of all respective equipment, and routing of conduits and plumbing lines.
- (2) Structural drawings, section details, and calculations provided shall be stamped by a Colorado Professional Engineer.
- (3) Geotechnical Soils Report provided shall be stamped by a Colorado Professional Engineer.
- (4) Foundation drawings and generator slab drawings and calculations provided shall be stamped by a Colorado Professional Engineer.
- (5) Approvals and certificates as required by the State and/or code compliance.

Manufacturer shall perform work in compliance with applicable quality assurance requirements of ACI 318, Precast/Prestressed Concrete Institute (PCI) MNL-116, PCI MNL-120, PCI MNL-123, PCI MNL-124, and PCI MNL-127, as applicable.

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING**

The Manufacture shall provide commercial manuals on:

- (1) Automatic transfer switch
- (2) Transient voltage surge suppressor
- (3) Alarm system
- (4) Main service entrance disconnect
- (5) Electrical panel boards
- (6) Rack-mounted power distribution modules
- (7) All other supplies associated with equipment, where applicable

Documentation is considered to be part of the Traffic Management System Building delivery.

Each item of equipment and all of its auxiliary equipment shall be warranted by the Manufacture against all defects in material and workmanship for a period of 1 year. The Traffic Management System Building itself and the generator shall be warranted for five years for materials, workmanship, and structural integrity.

(a) *Human Safety.*

All Traffic Management System Building equipment shall comply with all commercial safety standards for electronic equipment and shall not contain any sharp edges. Power input requirements (i.e., voltage and current) shall be marked clearly on all Traffic Management System Building equipment. All power interconnections shall be protected against inadvertent contact by maintenance personnel. No cabinet shall include any exposed voltage above 24 volts or exposed current above 100 miliampere. Protective covers shall be provided where required to prevent inadvertent power terminal contact by equipment technicians. Safety markings shall be included for any protective covers over high voltage, high current or both.

(b) *System Safety.*

Shorting or opening an interface shall not cause permanent damage to an interface circuit. Lightning protection for all copper signal circuits shall be provided. All connectors and cables shall be clearly marked. Similarly, all indicators and controls shall be clearly and accurately marked as to function. All power interconnections shall be protected against inadvertent contact by maintenance personnel.

(c) *Lightning Protection.*

The manufacture shall furnish and install a lightning protection system for the Traffic Management System Building. The manufacturer shall provide the required number of 10 inch air terminals based on a 20 foot spacing as defined in NFPA-780. Firmly anchor all air terminals; course the conductors properly; run them straight between devices and make proper bends where required; use the proper attachment for Traffic Management System Building surface; utilizing aluminum components for mounting to aluminum flashing, and copper conductors and components for mounting on steel building components. Utilize copper for all conductors and components that may come in contact with the ground. Utilize bi-metallic connectors when connecting dissimilar metals. Mechanical connections may be utilized for exposed connections. Firmly attach conductors to the Traffic Management System Building (node building). Make all joints and connections in

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TRAFFIC MANAGEMENT SYSTEM BUILDING**

accordance with connector manufacturer's recommendations. The course of all conductors shall be horizontal or downward, never upward. The completed system shall comply with the latest editions of the Underwriters Laboratories (UL) "Installation Requirements for Lightning Protection Systems, UL96A" and National Fire Protection Association's "Lightning Protection Code," NFPA 780. Adequate wire length shall be provided from this system to attach to the ground once the Traffic Management System Building is in place.

(d) *Traffic Management System Building Ground.*

The manufacture shall furnish and install a power grounding system in accordance with the Plans. Grounding electrodes and grounding electrode conductors shall be provided and installed (i.e., bonded) per the NEC. All noncurrent carrying metal parts of electrical or electronic equipment shall be separated by at least 6 feet from those of the lightning protection system, per Article 810.18 of the NEC. The Traffic Management System Building shall include an interior halo ground ring that is interconnected with the building grounding electrode system. The halo ring shall facilitate a common bonding point for all Traffic Management System Building equipment ground conductors and other loose metals. The halo ring conductors shall be copper, installed on insulated standoffs. All halo cable connections shall be made with irreversible compression fittings. Connections to equipment enclosures shall be made with two-hole compression lug connectors. The building grounding plates shall be connected directly to the buried ring and utilized for system grounding as indicated on the Plans. Adequate wire length shall be provided from this system to attach to the ground once the Traffic Management System Building is in place.

(e) *Air Conditioner /Heater.*

HVAC design considerations shall be as required for the successful deployment of IT and telecommunications-related equipment in the Traffic Management System Building. Guidelines for optimal temperature and humidity set points in the Traffic Management System Building shall be as recommended by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) TC9.9, unless otherwise specified by the Engineer. The air conditioner / heater system, its appurtenances, and its installation shall comply with the requirements of the NEC, the NFPA, and the air conditioner / heater manufacture recommendations. A rain shield for the air conditioner / heaters shall be provided on the Traffic Management System Building exterior. The manufacture shall furnish and install steel bar or wire cage security for air conditioner / heaters to prevent theft, vandalism, and entry to the facility. The steel bar or wire cage shall not interfere with the air conditioner / heater's normal operation and performance.

Routine preventive maintenance (i.e., filter change), system control configuration, and electrical disconnect shall be feasible and convenient means of access to the system without complete disassembly of the steel-bar security. It shall not be possible to detach the air conditioner / heater security bars from the Traffic Management System Building exterior.

(f) *Wire and Cable.*

All wiring shall be installed in accordance with NEC. All conductor sizes shall be in accordance with NEC and shall be copper. Where wire and cable routing is not shown, and destination only is indicated, the manufacture shall propose a routing and length required. All wire shall be new.

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TRAFFIC MANAGEMENT SYSTEM BUILDING**

Insulation shall have a 600-volt rating. In light fixtures and other high temperature applications, the insulation shall be rated 90 °C.

Other areas shall use insulation rated 75 °C unless stated otherwise in other parts of these specifications and Plans. All conductors shall be suitable for the application intended. Conductors No. 10 American Wire Gauge (AWG) and larger shall be stranded. Conductors No. 12 AWG and smaller shall be solid.

Use type THW, THHN, or THWN insulation for feeders and branch circuits. Provide protection for exposed cables where subject to damage. Wiring inside junction boxes, equipment, and panel boards shall be performed in an organized, neat, and workmanlike manner. All wire and cable shall be installed in conduit (with obvious exceptions such as the interior cabinet wiring, etc.). Do not use wire smaller than No.12 AWG for outlet power and lighting circuits.

Splices only allowed in junction boxes. Use plastic ties to support cable as needed. All splices shall have an electrical resistance not in excess of a 60 ft. run of the conductor. Use solderless spring type pressure connectors with insulating covers for wire splices and taps, 10 AWG and smaller. Use mechanical or compression connectors for wire splices and taps, 8 A WG and larger. Thoroughly clean wire before installing lugs and connectors. At all splices and terminations, leave tails long enough to cut splices out and completely re-splice.

(g) *Conduit.*

All conduit runs and sizing shall be in compliance with the NEC unless larger conduit sizes are indicated on the drawings. Verify location and pathway of conduit runs before installation. Conduit shall be in run in either flexible or rigid conduit under the false floor to junction boxes and then routed to equipment. All conduits and boxes shall be securely fastened to the Traffic Management System Building structure.

Galvanized rigid conduit shall be used for the conduit run from the fiber optioc manhole into the Traffic Management System Building.

Conduit shall conform to the following material requirements.

1. Rigid Metal Conduit and Fittings:
  - A. Rigid Steel Conduit: ANSI C80.1; hot-dip galvanized.
  - B. PVC Externally Coated Conduit: NEMA RN 1; rigid steel conduit with external PVC coating and internal galvanized surface.
  - C. Fittings and Conduit Bodies: NEMA FB 1; threaded type, material to match conduit.
2. Electrical Metallic Tubing (EMT) and Fittings:
  - A. EMT: ANSI C80.3; hot-dipped galvanized tubing.
  - B. Fittings and Conduit Bodies: NEMA FB 1; steel compression type.
3. Flexible Metal Conduit and Fittings:
  - A. Conduit: Galvanized steel strips, spirally wound.
  - B. Fittings and Conduit Bodies: NEMA FB 1.

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4. Liquidtight Flexible Conduit and Fittings:
  - A. Conduit: Flexible metal conduit with PVC jacket and integral grounding conductor.
  - B. Fittings and Conduit Bodies: NEMA FB 1; liquidtight, zinc coated steel.
5. Nonmetallic Conduit and Fittings:
  - A. Conduit: NEMA TC 2; Schedule 40 PVC.
  - B. Fittings and Conduit Bodies: NEMA TC 3.

(h) *Foundation Requirements.*

The manufacture shall provide a professional engineered signed and stamped Traffic Management System Building foundation plan, generator pad, and calculations adequate for the Traffic Management System Building specified herein. The foundation shall be a steel reinforced concrete structural grade-beam supported by caissons. The generator pad shall be a steel reinforced concrete thickened edge slab. The manufacture shall have the foundation professional engineer perform a site soil survey as necessary for the proper foundation design and generator slab design for the site conditions. All concrete used in the grade beams shall have a minimum 4500 psi field compressive strength at 28 days, a minimum cement content of 615-660 lbs/cy, an air content of 5-8 percent, and a maximum water to cement ratio of 0.45. All concrete used in the caissons shall have a 4000 psi field compressive strength at 28 days, a minimum cement content of 610 lbs/cy, no minimum air content, and a maximum water to cement ratio of 0.45.

All reinforcing bars shall be ASTM A615, Grade 60. All concrete used in the generator slab shall have a minimum 4500 psi field compressive strength at 28 days, no minimum cement content, an air content of 5-8 percent, and a maximum water to cement ratio of 0.45. The configuration of the grade beam shall not restrict the installation or configuration of the entrance ramp to the shelter. The foundation and generator pad plan to be provided by the building manufacture shall be delivered to CDOT for approval.

(i) *Traffic Management System Building – General.*

The Traffic Management System Building shall be dust-tight and watertight. The Traffic Management System Building shall also be secured from vermin. The Traffic Management System Building shall meet the structural specifications as set forth unless otherwise approved by the Engineer.

1. Concrete

All concrete shall conform to the requirements of the soils report. Any requirements in this specification that conflict with the soils report shall be superseded by the requirements in the soils report. Portland cement shall conform to ASTM C150 Type V. Sand shall conform to ASTM C33. Lightweight fine and coarse aggregates shall conform to ASTM C330. Air entraining admixtures shall conform to ASTM C260. All concrete work shall conform to ACI 318 building code requirements for reinforced concrete and shall have minimum 28-day compressive test strength of 4000 psi, coarse aggregate shall be ¾ inch nominal size. Water shall be clean and potable. Cement aggregate shall be stored in a way that keeps them free from foreign substances that would affect their compatibility with the mixture and keep them from deteriorating.

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### REVISION OF SECTION 614 TRAFFIC MANAGEMENT SYSTEM BUILDING

- Concrete shall have a density of 143 lbs/cf when cured. Concrete shall be cured in forms and protected from moisture loss, freezing and excessive heat until compressive strength reaches the required minimums. Any minor cracks and/or chips that do not affect the structural integrity of the panel or component shall be patched in accordance with ASTM C858. Severe cracks, spalling, etc. as evident once the Traffic Management System Building has been delivered shall be evaluated by the Traffic Management System Building manufacturer and the Engineer before repairs are attempted. CDOT may repair these areas and the cost of the repairs will be deducted from monies due to the Contractor. If the structural integrity is impaired, the building will be not accepted.
2. **Reinforcing Steel**  
All reinforcing steel shall be sufficiently secured to withstand any displacement during the pouring operation. All bars shall be of intermediate grade, or hardcore billet steel conforming to ASTM A615 and or A706. All welded wire mesh shall be steel wire fabric conforming to the requirements of ASTM A 185.
  3. **Roof**  
The Traffic Management System Building shall have a 4 inch thick (minimum) reinforced concrete, gable panel roof. The roof is to have a 2 inch perimeter drip lip. Minimum pitch shall be 6.25 percent. Roof reinforcement shall consist of No.4 rebar and or welded wire-mesh. The rooftop surface and all joints and seems shall be water proof.
  4. **Walls**  
Walls shall be 4 inch thick (per ACI 318), flat reinforced concrete panels Wall reinforcement shall consist of No. 4 rebar, welded wire mesh or both. The Traffic Management System Building walls shall have a two-hour fire rating as described in the IBC. Interior walls shall be steel studs with R-14 minimum Polyisocyanurate insulation covered with ¾ inch thick plywood. The walls and ceiling shall be painted semi-gloss white. Floor to wall intersection shall be finished with 4 inch vinyl baseboard.
  5. **Floor**  
The floor shall be reinforced concrete, with 8 inch deep ribs and 2 inch thick flange. Ribs shall be spaced at 2 feet on center across the width of the Traffic Management System Building and 4 feet along the length (minimum). The floor shall contain provisions for lifting the Traffic Management System Building and securing it to the foundation. Floor reinforcement shall consist of No. 6 rebar, No.4 rebar, welded wire mesh or both.
  6. **Panel Connections**  
Panel to panel connections shall be welded using steel plates cast into the floor, roof and walls. Steel plates shall conform to ASTM A36. Welding shall conform to American Welding Society (AWS) D1.1 and AWS 01.4. Panel construction shall conform to ACI 318. All joints and seems shall be water proof.
  7. **Structural Loading**  
The Traffic Management System Building floor shall be designed to support 15 lbs/sq ft dead load weight along with any live and dead loads imposed by the suspended floor when supported on a perimeter grade beam foundation. The roof shall be designed to support

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10 lbs/sq ft dead load and 30 lbs/sf live load. The Traffic Management System Building shall be designed to withstand winds of 150 miles per hour, exposure D. Traffic Management System Building shall be designed to exceed seismic zone 4 requirements.

8. **Weather Resistance**  
The Traffic Management System Building shall completely weatherproof. Each structural Panel shall be impregnated with a chemical moisture barrier to prevent seepage. All panel joints (wall to ceiling, wall to wall and wall to floor) shall be sealed with a permanent no-caulk weather seal (closed cell expanded neoprene). The wall to floor joint shall utilize a step joint, while all other joints shall have a groove/step joint all sealed with pre-compressed sealant tape. The doorways shall include a step-joint threshold and a drip overhang over the top of the doorframe.
9. **Exterior Finish**  
The exposed reveals shall be-painted with sand textured concrete paint. The color shall be Home Depot, Color Bronze, Paint Code 151514229769 or an Approved equal color match. Samples of the painted exterior finish shall be submitted to and approved by the Engineer.
10. **Traffic Management System Building Dimensions**  
The outside dimensions of the Traffic Management System Building shall be at least 12 feet in width and 28 feet in length. The interior ceiling height shall be at least 8.5 feet in height after installation of the false floor.
11. **Raised Access Floor System**  
A raised access floor system shall be designed, engineered, fabricated and installed within the Traffic Management System Building equipment room to comply with performance requirements per test methods and references specified or, if not specified, per the manufacturers standard methods. The raised access floor system shall have a minimum height of 8 inch as measured from the Traffic Management System Building floor. The system shall not alter the A.D.A compliant entry guidelines into the Traffic Management System Building nor that for mobility issues. The completed floor system shall be rigid, free of vibration, free of rocking panels and shall provide a smooth uniform floor surface. The overall floor shall be level within plus or minus 0.5 inch in 10 feet non-cumulative. The access floor system shall consist of the following components:  
  
Steel panels meeting the following requirements:
  - A. The panels shall be modular, removable and shall measure 24 inch by 24 inch.
  - B. The panels shall consist of a top steel sheet welded to a formed steel bottom pan.
  - C. The panels shall be easily removable by one person with a lifting device, which shall be provided by the Manufacture, and shall be interchangeable except where cut for special conditions.
  - D. Each panel shall support a concentrated load of 1000 lbs per square inch placed on an area at any location on the panel, with a maximum beam deflection of 1/8 inch.
  - E. Each panel shall support a uniform load of 250 lbs per square inch placed on an area at any location on the panel with a maximum beam deflection of 1/16 inch.

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- F. Each panel shall withstand a load of 2400 lbs per square inch placed on an area, at any location on the panel, without failure.
- G. Covering material for the panels to provide a low static, easily maintainable floor, that is slip resistant when wet. The covering shall be a minimum of 1/8 inch thick pressure laminate in color approved by the Engineer. The covering shall be a surface sheet over a melamine-impregnated sheet with the core material being phenolic-impregnated kraft papers. The covering shall be bonded to the steel panel with a moisture resistant adhesive in accordance with the adhesive manufacturer's recommendations.

Adjustable height pedestal assemblies to support the steel panels shall meet the following requirements:

- (1) Pedestal assemblies shall be corrosion-resistant, aluminum or steel construction, and shall provide an adjustment range of +/- 1 inch.
- (2) Pedestal assemblies shall provide a means of leveling and locking the assembly at a selected height, which requires deliberate action to change height setting and prevents vibration displacement.
- (3) Threaded rods shall provide a specially designed anti-rotation device, such that when the head assembly is engaged in the base assembly, the head cannot freely rotate.
- (4) The pedestal assembly shall provide an 8000 lbs axial load without permanent deformation.
- (5) Pedestal assembly shall provide an average overturning moment of 8 lb-feet when glued to a clean, uncoated concrete surface. The pedestals shall adhere to the concrete floor with a sealer recommended by the manufacturer.

12. Traffic Management System Building Lighting

The interior lighting requirements of the Traffic Management System Building shall conform to the current version of Telecommunications Industry Association (TIA)-942. The illuminance requirements in the horizontal and vertical planes shall be articulated in the Plans and designed based on measurements three feet above the raised finished floor on the front and rear aisles of the racks/cabinets.

The interior Traffic Management System Building lighting shall be ceiling-mounted general-purpose fluorescent tube fixtures. Each light shall be equipped with 48-inch, T-8 LED tubes and full width reflectors. The ballast, if required, shall be electronic 120V, 60 Hz complying with Federal Energy Efficiency Standards. Interior lighting shall be controlled by two different wall-mounted 3-way switches located for easy access at each entrance. Exact location of the ceiling mounted fixtures shall be determined by the Manufacture based on his/her final equipment installation. Aside from illuminance requirements, fixture placement should also be based on accessibility for maintenance operations. Two (2) vandal-resistant and weatherproof exterior lighting fixtures shall be provided as indicated on the plans. Each fixture shall utilize an LED bulb (equivalent to a 60 W incandescent bulb) and be powered by 120VAC, 60 Hz, The exterior lighting shall be activated by motion within 10 feet or less of the door with activation for a minimum of 10 minutes by motion within 10 feet or less of the building with activation only during dusk to dawn.

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TRAFFIC MANAGEMENT SYSTEM BUILDING**

13. Equipment Room Exterior Door

The door shall be constructed of 18 gauge galvanized steel, full flush, windowless, and painted to match exterior and interior. One door shall be doublewide with minimum dimensions of 7 feet in height and 6 feet in width. The other door shall be a minimum dimension of 7 feet in height and 3 feet in width. The hinges and other exterior hardware shall be stainless steel or other acceptable corrosion proof material. The hinges shall use flush-type, non-rising pins with concealed setscrews for security against vandalism. The doors shall include a neoprene gasket which, when closed, effectively prevents the entrance of air, blowing sand, dust, and water. A weather strip shall be provided at the bottom of the door. The doors lock shall be of a non-corrosive material and shall utilize the Velocity access control system from Identiv (formerly Hirsch) for compatibility with other CDOT facilities. Proposed access control system equipment, firmware, and software at the Traffic Management System Building must be compatible with the current version of Velocity and card credentialing being utilized by CDOT. The doors shall contain an alarm (magnetic sensor) to detect opening; this alarm shall be integrated with the Traffic Management System Building alarm terminal strip. The doors shall contain an astragal. The doors shall have a four-sided frame and shall be level with the raised floor system.

14. Electrical

The manufacture shall provide all electrical wiring, meter enclosure, power distribution panels, grounding, power protection, and lightning protection as required. Install, operate, and test the equipment from the power utility meter location to the power inputs of all associated equipment and electrical/electronic apparatus prior to shipment. All power cabling shall comply with the NEC. Grounding commonality with commercial utility power shall be provided. Grounding shall comply with the NEC and IEEE 1100, "Recommended Practice for Powering and Grounding Sensitive Electronic Equipment" as referenced for a single-point grounding system and as specified and indicated in the Plans.

The manufacture shall provide a steel 6 inch x 6 inch raceway the length of the Traffic Management System Building (28 feet) under the raised access floor at the middle point of the shelter for the purposes of future routing of equipment wiring.

There shall be two lateral raceway connections directed towards the conditioned power panel location and the floor access hole.

15. Service and Distribution

For information only, the power service provided to this Traffic Management System Building shall be 120/208 VAC 250 amp (80% rated), three phase, 60 Hz, four wire and ground. The building manufacture is required to uninstall the temporary meter and connect the service line to the permanent service disconnect switch / meter housing provided on the exterior of the building. The telephone service shall be a 1 megabyte line. If required, CDOT will install a temporary demark through a separate Project. The building manufacture is required to uninstall this temporary demark and install the service line to the permanent demark provided on the exterior of the building.

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16. **Automatic Transfer Switch**  
The Automatic Transfer Switch (ATS) shall transfer the load from the utility to the generator. The ATS shall be an open transition double throw switch furnished and installed at locations as shown on the Plans or as approved by the Engineer. Switches shall be of the type approved, indicated and specified herein. The ATS shall have a NEMA Type 1 rating and meet UL 98. Lugs shall be front removable and UL Listed for aluminum or copper. All current carrying parts shall be plated to resist corrosion. Switch operating mechanism shall be 3-pole and rated at 300 ampere. Provisions shall be made for padlocking the switch in the OFF position. Switch covers shall be attached with welded pin-type hinges. The switch enclosure shall be finished with gray baked enamel paint that is electrodeposited on cleaned, phosphate pretreated steel (Type 1). The enclosure shall be supplied with a metal nameplate that includes NORM-OFF-EMER markings.
17. **Service Disconnect Switch (SDS)**  
The SDS shall be furnished and installed at locations as shown on the drawings. The SDS shall be of the type approved, indicated and specified herein. The SDS shall be manufactured in accordance with the following standards UL 98 – Safety Enclosed and Dead Front Switches. The SDS shall be fused and suitable as use for service equipment and labeled for this application. All switches shall have switchblades which are visible when the switch is OFF and the cover is open. Lugs shall be UL Listed for 90°C conductors, aluminum or copper. All current-carrying parts shall be plated to resist corrosion. The switch operating mechanism shall be quick-make, quick-break such that, during normal operation of the switch contacts shall not be capable of being restrained by the operating handle after the closing or opening action of the contacts has started. The operating handle shall be an integral part of the box and not the cover. Provisions shall be provided for padlocking the switch in the OFF position. The enclosure shall be finished with gray baked enamel paint which is electrodeposited on cleaned, phosphate pre-treated steel, NEMA Type-3R. The SDS shall be 3-pole heavy duty, rated for 250 VAC and 400 amps. The ampere square seconds (I<sup>2</sup>t) and peak let-through current (I<sub>p</sub>) ratings shall be in accordance with UL-489. Provide with Class-R 250-amp 80% rated fuses.
18. **Main Power Distribution Panel Board**  
The panel boards shall be located on an inside wall of the building. All breakers shall be sized to accommodate the Manufactures selected equipment and or based on equipment manufacturer recommendations.
  - A. **Panelboard Interior**
    - (1) The Main Power Distribution Panelboard shall be rated for 120/208 VAC, 250-amp 3-phase. Branch Circuit and UPS Distribution Panelboards shall be main circuit breaker type, rated for 120/208VAC, 200-amp, 3-phase; main circuit breaker size shall be as scheduled. The amperes interrupting current (AIC) rating of all Panelboards shall be as scheduled.
    - (2) Provide one continuous bus bar per phase. Each bus bar shall have sequentially phased branch circuit connectors suitable for bolt-on branch circuit breakers. The bussing shall be fully rated. Panel board bus current ratings shall be determined by heat-rise tests conducted in accordance with UL 67. The bus shall be copper.

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- (3) All current-carrying parts shall be insulated from ground and phase-to-phase by Noryl high dielectric strength thermoplastic or equivalent.
- (4) Split solid neutral shall be plated and located in the main compartment so all incoming neutral cable is the same length.
- (5) Interior trim shall be of dead-front construction to shield user from energized parts. Dead-front trim shall have pre-formed twist outs covering unused mounting space.
- (6) Name plates shall contain system information and catalog number or factory order number. Interior wiring diagram, neutral wiring diagram, UL Listed label and short circuit current rating shall be displayed on the interior or in a booklet format; Interiors shall be field convertible for top or bottom incoming feed. Main and sub feed circuit breakers shall be vertically mounted.

**B. Main Circuit Breaker**

- (1) The main circuit breaker shall have an over center, trip-free, toggle mechanism that shall provide quick-make, quick-break contact action. Circuit breakers shall have a permanent trip unit with thermal and magnetic trip elements in each pole.
- (2) Each thermal element shall be true root mean square (rms) sensing and be factory calibrated to operate in a 40° C ambient environment. Thermal elements shall be ambient compensating above 40° C.
- (3) Two and three-pole circuit breakers shall have common tripping of all poles.
- (4) Breaker handle and faceplate shall indicate rated ampacity. Standard construction circuit breakers shall be UL listed for reverse connection without restrictive line or load markings.
- (5) Lugs shall be UL listed to accept solid or stranded copper and aluminum conductors.
- (6) Lugs shall support conductors that have a temperature rating of 75° C sized according to NEC Table B310.15. Lug body shall be bolted in place; snap-in designs are not acceptable.

**C. Branch Circuit Breakers**

- (1) Circuit breakers shall be UL listed.
- (2) Molded case branch circuit breakers shall have bolt-on type bus connectors.
- (3) Circuit breakers shall have an overcenter toggle mechanism that shall provide quickmake, quick-break contact action. Circuit breakers shall have thermal and magnetic trip elements in each pole. Two-pole circuit breakers shall have common tripping of all poles.
- (4) There shall be two forms of visible trip indication: The breaker handle shall reside in a position between ON and OFF and there shall be a red indicator appearing in the clear window of the circuit breaker housing.
- (5) The exposed faceplates of all branch circuit breakers shall be flush with one another.
- (6) Lugs shall be UL listed to accept solid or stranded copper and aluminum conductors.
- (7) Lugs shall support conductors that have a temperature rating of 90°C, sized according to NEC Table 310-16. Branch circuit breakers rated 30 amperes and below shall be UL Listed for 60°C rated wire.

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- D. Enclosures
- (1) NEMA Type 1
  - (2) Enclosures shall be constructed in accordance with UL 50 requirements. Enclosures shall be painted with ANSI 49 gray enamel electrodeposited over cleaned phosphatized steel.
  - (3) All doors shall be equipped with a tumbler-type vault lock and two additional trunk-type latches. All lock assemblies shall be keyed alike. Two keys shall be provided with each lock. A clear plastic directory cardholder shall be mounted on the inside of door.
  - (4) Maximum enclosure dimensions shall not exceed 20 inch wide and 6.5 inch deep.
- E. Installation
- (1) Install panel boards in accordance with manufacturer's written instructions, NEMA PB, 1.1, and NEC standards.
  - (2) Anchor panel boards to structure and make branch circuit connections.
  - (3) Inspect complete installation for physical damage, proper alignment, anchorage, and rounding.
  - (4) Measure steady state load currents at each panel board feeder; rearrange circuits in the panel board to balance the phase loads within 20% of each other. Maintain proper phasing for multi-wire branch circuits,
  - (5) Check tightness of bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written specifications.
19. Transient Voltage Surge Suppression (TVSS)
- A TVSS designed for permanent connection and service entrance application' shall be installed at the Traffic Management System Building as a means of power protection from damaging transients and electrical line noise. By definition, the term TVSS describes the equipment necessary for the protection of all AC electrical circuits from the effects of lightning' induced voltages and utility substation switching. The installation shall allow for servicing of the unit without interrupting power to the loads. The TVSS shall be designed to operate in a 3-phase 120/208 VAC 4-wire, , 60Hz system with protection modes from line to neutral, line to ground, and neutral to ground. The unit shall have maximum surge current rating of 100kiloampere. The unit shall be mounted in a NEMA 1 enclosure and provide visual failure indication and communicate them via relay contacts to the Traffic Management System Building alarm system. The TVSS shall be based on metal oxide varistor (MOV) technology with MOV s in parallel and individually fused. The TVSS shall be UL 1449 listed, and tested and approved for IEEE C62.41.1. Categories A, B, and C. The TVSS shall be installed in accordance with the manufacturers printed instructions to maintain warranty. No testing shall be required.
20. Grounding and Bonding.
- The grounding design for all Traffic Management System Building equipment shall accomplish at least the following:

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- A. Personnel and equipment protection from electrical hazards.
- B. Prevent voltage potentials in the grounded power conductors of Node Building Shelter equipment.
- C. Provide a single point grounding system for all associated equipment, enclosures, racks, drawers, assemblies, and subassemblies (i.e., chassis/rack) at each Traffic Management System Building site.
- D. Prevent static charge accumulation that could promote electromagnetic interference or constitute a shock hazard to personnel.
- E. Provide a fault current-to-ground path.

Safety considerations shall require the chassis or enclosures for electrical equipment to be grounded to minimize shock hazards to personnel. Proper grounding methods shall be implemented to minimize any noise voltage generated by currents from two or more circuits flowing through a common ground impedance and to avoid creating ground loops susceptible to magnetic fields and differences in ground potential. The manufacture shall implement grounding designs as specified in the specifications and on the Plans.

21. Grounding Configuration

The grounding system shall be composed of a buried ring, interior halo, ground connections, floor ground system, and rods as required.

A horizontal ring shall completely encircle the Traffic Management System Building (buried ring). This wire shall be solid tinned copper wire of No. 1/0 AWG or larger. The buried ring shall not be closer than 2 feet from the Traffic Management System Building foundations, and shall be exothermically welded to each ground rod. The buried ring depth shall be below the frost line of the installation site. The buried ring shall be tested after installation, and its resistance to earth ground shall be less than 10 ohms. The testing shall use the Biddle Instruments Model DET2/2 Digital Ground Tester or equivalent and follow all manufacturers' instructions.

The halo ground shall consist of a minimum No.2 AWG wire located approximately 6 inches below the finished ceiling and shall completely encircle the equipment room. The halo shall be utilized for equipment grounding and for grounding any other loose metals. The wire shall be green insulated stranded copper, bare stranded copper, or bare tinned solid copper. Each corner of the room shall have an omni-directional drop as indicated on the Plans. The wire size of the omni-directional drop shall be the same size and type as the halo ring. If solid tinned wire is used, the drop shall be one continuous wire and connected to the buried ring. If insulated wire is used, the drop shall extend to the floor, and then be connected in the same manner as the halo to a solid tinned wire of the same size of which shall be attached to the buried ring.

The drop, shall leave the Traffic Management System Building and be attached to the buried ring through penetrations of 45-degree angles (to minimize ground drop bend radii). The Traffic Management System Building penetrations are expected to be no more than 1 inch in

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diameter. The manufacture shall connect the Traffic Management System Building to the subgrade grounding ring.

The interior ground connections of the halo ring shall utilize irreversible compression type connectors. A two-hole compression type ground lug shall be used for equipment connections. An oxidizing preventative compound shall be applied to all mechanical connections, and paint shall be removed as necessary to insure positive bounding of all grounded equipment.

All external, buried connections shall be of the exothermically welded type. These include, but are not limited to, halo drops to ground rods, buried ring to ground rod, and halo drops to the buried ring.

The manufacture shall provide and implement all Traffic Management System Building grounding necessary on the interior to accommodate the associated power and lightning protection systems as indicated in the plans.

There shall be driven ground rods located at each corner of the Traffic Management System Building as indicated in the Plans. The rods shall be made of copper clad high-strength steel with minimum dimensions of 3/4 inch by 10 feet. The rods shall be located at least 2 feet from the edge of the foundations, and driven such that the top of the rod is below the frost line of the installation site. The rods shall be exothermically welded to the buried ring.

A copper grounding plate located inside the Traffic Management System Building shall be the connection point for system grounding and be directly connected to the buried ring.

The utility ground conductors for the Traffic Management System Building system ground shall be bonded at the service disconnect switch. All utility or service grounding shall conform to Article 250 of the National Electric Code.

The raised access floor shall have a grounding ring wire laid under the raised access floor and on top of the Traffic Management System Building concrete floor. Each floor pedestal assembly shall be connected to the floor ground ring. The floor ground ring will not be connected to the Traffic Management System Building grounding system, electrical grounding system, or lightning protection system.

22. Electric Service

The meter enclosure necessary for the Traffic Management System Building shall be obtained from Utility Company to coordinate the meter enclosure, weather head, conduits, and wire from the underground service through the meter enclosure to the service disconnect switch.

The electric service for the Traffic Management System Building shall be an underground line in conduit from an adjacent utility pole-mounted transformer, or pad-mounted transformer. The Contractor shall coordinate and provide the underground service from the adjacent pole to a new power meter installed at the Traffic Management System Building location. The Contractor shall obtain the State electrical permit for the Traffic Management

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System Building and the service connection. The service to the Traffic Management System Building shall be 120/208 VAC, 3-phase, 250 amp.

23. Generator.  
The work shall include obtaining and installing a generator and all necessary conduit and wiring to connect the generator to the Traffic Management System Building automatic transfer switch. This work shall include all necessary conduits, wires, enclosures, equipment, materials, and personnel. The generator shall be as specified within Section 614 Traffic Management System Building Generator.
24. UPS.  
The work shall include sizing, obtaining, and installing a UPS system, all associated accessories, and all necessary conduit, pathways, and wiring to connect the UPS to the Traffic Management System Building UPS panel. The UPS shall conform to the minimum specifications within Section 614 UPS.
25. Lightning Protection. The Manufacture shall provide a complete lightning protection system as shown in the Plans and as specified herein.
26. Traffic Management System Building Environmental Monitoring and Alarming
27. The Traffic Management System Building shall contain sensors for detecting:
  - A. Over and under temperature conditions
  - B. Prime power loss
  - C. Smoke alarm
  - D. Door open
  - E. Air conditioner / heater failure

All discrete alarm outputs shall be wired to a terminal block located at an equipment rack. The terminal block terminals and wires shall be labeled so as to designate the alarm. The terminal block shall be documented in the electrical schematics as well.

Smoke alarm with a dual chamber ionization detector and an alarm relay module installed in a UL listed junction box. The smoke alarm shall be 120 V AC and UL listed. Over and under temperature alarms shall be a bimetallic coil sensing element and an adjustable temperature range of -1 ° C to 43 ° C. The temperature alarm shall have gold-plated, normally open, dry alarm contacts and shall be UL listed.

28. Traffic Management System Building, Ventilation, and Air Conditioning (HVAC) Equipment  
The work shall include obtaining and installing a generator and all necessary conduit and wiring to install the HVAC in the Traffic Management System Building. This work shall include all necessary conduits, wires, enclosures, equipment, materials, and personnel. The HVAC equipment shall be as specified within Section 614 HVAC.

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(j) *Boxes.*

Outlet Boxes shall conform to the following requirements:

1. Provide galvanized or cadmium-plated pressed steel outlet boxes suitable for the conditions of each outlet. Provide multi-gang outlets of single box design; sectional boxes will not be acceptable.
2. Provide deep type cast metal outlet boxes located in damp locations exposed to weather or exposed areas subject to damage, complete with gasketed cover and threaded hubs.
3. Provide outlet boxes of sufficient volume to accommodate the number of conductors entering the box in accordance with the requirements of NFPA 70, and not less than 1-1/2 inch deep unless shallower boxes are required by structural conditions and are approved by the Department.
4. Provide 4 inch octagonal ceiling outlet boxes.

Pull and Junction Boxes shall conform to the following requirements:

1. Provide galvanized sheet metal boxes conforming to NEMA OS 1. Provide hinged enclosures for all boxes larger than 12 inches in a single dimension.
2. Provide cast metal boxes for outdoor and wet locations conforming to NEMA 250; Type 4 and Type 6, flat-flanged, surface-mounted junction box, UL listed as rain tight with cover and ground flange, neoprene gasket, and stainless steel cover screws.

(k) *Wire and Cable.*

Building wire shall conform to the following requirements:

Thermoplastic-Insulated Building Wire: NEMA WC 5.

1. Feeders and Branch Circuits Larger Than No. 6 AWG: Copper, stranded conductor, 600 volt insulation, THW, THHN/THWN, XHHW, RHW, UNO.
2. Feeders and Branch Circuits No. 6 AWG and Smaller: Copper conductor, 600 volt insulation, THW, THHN/THWN; smaller than No. 8 AWG, solid conductor, UNO. Control Circuits: Copper, stranded conductor 600 volt insulation, THW, THHN/THWN. Wiring types Wiring Connections and Splices shall conform to the following requirements:
  1. Connect and splice wire No. 10 AWG and smaller with self-insulating, wire nut connectors.
  2. Terminate and splice all No. 8 AWG and larger copper conductors, except for load side lugs on Class I and II switchboards, panelboards, motor control centers, fusible switches, circuit breakers, transformers and individual motor controllers with high conductivity, wrought copper, color-keyed compression connector similar to T & B Series 54100 for terminal connection; Series 54500 for two-way copper-to-copper splices; and Series 54700 for tapping and pigtailling copper conductors.

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3. Set screw type connectors are only acceptable on the load side lugs of Class I and II switchboards, panelboards, circuit breakers, fusible switches and on individual motor controllers.
4. Where three or more conductors larger than No. 8 AWG are installed in wiring gutter, utilize a screw-type power distribution block. Utilize split-bolt mechanical connector, filled and taped for smooth joint, only where specifically requested by Contractor and approved by the Department.

(l) *Grounding and Bonding Systems.*

Grounding and bonding wiring shall conform to the following requirements:

1. Stranded, copper cable. Foundation Electrodes: No. 2/0 AWG.
3. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

(m) *Automatic Transfer Switches.*

Quality Assurance for automatic transfer switches shall conform to the following regulatory requirements:

1. Conform to applicable code for standby electrical systems
2. Conform to UL 1008

Automatic Transfer Switch materials shall conform to the following requirements:

1. Configuration: Electrically-operated, mechanically-held transfer switch; dual-motor operated.
2. Double-throw with simple over-center type linkage so that both sets of contacts move simultaneously.
3. Positively interlock, mechanically and electrically, the normal and emergency contacts to prevent simultaneous closing. Mechanically lock the switches without the use of hooks, latches, springs or semi-permanent magnets.
4. Provide separate arcing contacts for all poles. Molded case circuit breakers or contactors will not be acceptable. Provide brush type main contacts of silver alloy protected by arc barriers and arc quenchers.
5. Equip transfer switch with permanently attached, safe, dead-front manual operator with same transfer speed as electrical operator to prevent flashovers.
6. Provide sturdily built operating mechanism of industrial type components which does not depend on critical electrical or mechanical adjustments. Use of miniature type limit switches and nonindustrial type components will not be acceptable.
7. Provide silver alloy contacts with a minimum rating of 10 amperes on all relays. Provide industrial type control that meet or exceed NEMA and IEEE standards and are field adjustable and have replaceable contacts.
8. Ratings: Voltage: 120/208 volt 3-phase, 3-pole with solid neutral and ground, 60 hertz.
9. Automatic Sequence of Operation:

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- A. Initiate transfer of load to alternate source: Upon initiation by normal source monitor and permission by alternate source monitor.
  - B. Monitor before transfer to alternate power source: Frequency and voltage to be within acceptable limits.
  - C. Monitor normal source of power by use of voltage sensitive relays in each switch. Adjust relays to detect failure when a phase or leg drops below
  - D. 70 percent of normal voltage and sense restoration when all phases or legs have returned to at least 90 percent of normal voltage.
  - E. Provide close differential (90 percent dropout and 95 percent pickup) relays on connected load which will prevent transfer of load to emergency source upon a voltage frequency drop until it has reached at least 90 percent of rated voltage and frequency.
  - F. Provide a solid state timer to signal the generator to start after an adjustable time delay of 0.5 to 6 seconds. Provide lockout relay to prevent transfer until the generating set has reached 90 percent of voltage rating and frequency.
  - G. Time delay before transfer to emergency power: Provide adjustable time delay of 0 to 60 seconds on transfer to emergency.
  - H. Initiate retransfer load to normal source: Upon permission by normal source monitor.
  - I. Time delay before transfer to normal power: Provide an adjustable time delay on retransfer (0 to 25 minutes); factory set at 5 minutes, to assure a stable normal source before returning the load to the normal source. Include a bypass circuit switch to override time delay in the event of simultaneous failure of the emergency source and availability of a suitable normal source.
  - J. Time delay on retransfer: Provide an adjustable time delay between opening of emergency contacts and closing of normal contacts to allow motor loads to decay.
  - K. Time delay on engine shutdown: Provide an adjustable time delay on retransfer to normal (0 to 5 minutes); factory set at 5 minutes.
10. Enclosure: Type 1

(n) *Accessories.*

- 1. Indicating Lights: Mount in cover of enclosure to indicate normal source available, alternate source available, switch position.
- 2. Test Switch: Mount in cover of enclosure to simulate failure of normal source.
- 3. Return to Normal Switch: Mount in cover of enclosure to initiate manual transfer from alternate to normal source.
- 4. Transfer Switch Auxiliary Contacts: One normally open; one normally closed.
- 5. Normal Source Monitor: Monitor each line of normal source voltage and frequency; initiate transfer when voltage drops below 85 percent or frequency varies more than 5 hertz from rated nominal value.
- 6. Alternate Source Monitor: Monitor alternate source voltage and frequency; inhibit transfer when voltage is below 85 percent or frequency varies more than 5 hertz from rated nominal voltage.

**CONSTRUCTION REQUIREMENTS**

Shop drawings shall be submitted for approval on all components of the Traffic Management System Building.

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Foundation and generator slab drawings and calculations shall be submitted for approval.

The Contractor shall provide a block out in the Traffic Management System Building slab for six 3-inch communications conduit to enter the building sub-floor.

Measurement will be based on one complete Traffic Management System Building delivered and installed with an operational electrical system and an operational generator system. Delivery of the Traffic Management System Building shall also include all warranty and equipment documentation. All equipment necessary for the delivery and installation of the Traffic Management System Building at the site shall be included. The Traffic Management System Building shall be installed, tested, electrical system installed and all Traffic Management System Building components fully operational and integrated with CDOT CMTC prior to acceptance.

**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING EQUIPMENT**

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

**DESCRIPTION**

This work consists of the following:

- (1) Furnish and install an access control system and associated accessories.
- (2) Furnish and install an Environmental Monitoring System and associated accessories.

**MATERIALS**

(a) *Access Control System.*

The proposed access control system for this facility shall be interoperable with existing CDOT employee badges. A minimum of one door controller shall be provided. The control panel shall utilize one proximity reader (short read range). A surface mounted box shall be provided for housing the proximity reader. The Access Control System shall be compatible with existing CDOT access control systems.

The new card access systems via existing network equipment to the main Velocity control software at the Colorado Traffic Management Center in Golden. Interaction with on-site personnel and access to these sites shall be coordinated through the Engineer.

The Contractor shall submit product information to Engineer for Approval.

1. CDOT currently uses the Identive Velocity access control system at numerous locations statewide. Accordingly, the access control system that is provided for these traffic management system building locations shall be interoperable with existing CDOT employee badges.
2. The controller shall be the Identive Model M1N one door controller with integrated Secure Network Interface Board (SNIB).
3. The control panel shall utilize one Identive Model CR20L-BL HID proximity reader (short read range of 3.75 inches).
4. Identive Model MB2 surface mounting boxes shall be provided for housing the proximity reader.
5. The locking mechanism shall utilize magnetic locks with a minimum resistance of 500 pounds. The failsafe mode shall be open. An internal push bar shall be installed on the door to allow for egress at all times.
6. The building equipment shall include the following:
  - A. Identive M1N Model 1 single door controller
  - B. Identive LIF-D1SP Ethernet to serial device server
  - C. Identive MR1A match reader interface assembly
  - D. Identive MB2 surface mount back box for MR1A
  - E. Identive CR20L-BL prox point reader
  - F. Identive MELM2 end of line module
  - G. Altronix AL125ULX lock power supply
  - H. 12 volt 5 amp hour SLA batteries
  - I. GE / Sentrol 1078C recessed door contact
  - J. Command Access CL93DEU REX electrified Best 9K lock with rex switch

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TRAFFIC MANAGEMENT SYSTEM BUILDING EQUIPMENT**

- K. RCI 9508-12S armored door transfer loop
- L. Small Format Interchangeable Core (SFIC) core keyway for electric lockset
- M. Cable, connectors and miscellaneous hardware
- 7. The Contractor is required to submit cut sheet submittals for all items included in this work for approval by the Department prior to installation.
- 8. The work shall include the following elements:
  - A. Provide and install M1N controller and lock power supply inside the Traffic Management System Building on wall near entry door.
  - B. Connect 120 volts alternating current power to the M1N controller and lock power supply. Provide and install surface mounted conduit from the M1N panel to the reader, electric lock and network rack.
  - C. Provide and install MRIA, card reader, door contact and electric lock set with rex switch on door.
  - D. Provide and install cabling to devices on door from M1N panel. Terminate cabling to devices and M1N panel.
  - E. Provide and install Cat5e cabling from M1N panel to network rack.
  - F. Program new panel and door into existing Velocity software.
  - G. Install final connections to the main control equipment for the above referenced systems.
- 9. The Contractor shall submit requests to the Engineer to store cable and equipment on site. These requests will be reviewed and approved by the Engineer on a site-by-site basis.
- 10. The Contractor is required to provide cabling diagrams showing the connectivity of all equipment that is to be installed as part of this item. These diagrams shall be provided prior to any cabling work for final approval by the Department.
- 11. CDOT will make all connections to the existing Ethernet equipment, but this equipment shall be included in the cabling diagram as it pertains to device connection.
- 12. The Contractor shall notify the Engineer a minimum of 48 hours in advance of any work that is to be performed in the Traffic Management System Building. The static internet protocol (IP) address for any given traffic management system building will be provided by CDOT. The Contractor shall notify the Engineer a minimum of 48 hours in advance regarding requests for this information.
- 13. The Contractor shall bring the panel online and test for proper operation. The Contractor shall conduct final testing and inspection for the above referenced systems. Instruction shall be provided that will help enable members of the CDOT Intelligent Transportation Systems (ITS) Branch to create and maintain access for all applicable card holders that require access to a given traffic management system building. Instruction shall also be provided that will help enable members of the ITS Branch to monitor the on-going access that is occurring at a given traffic management system building.
- 14. The Contractor shall provide a 5 year extended warranty on all equipment that shall provide coverage on all equipment for 5 years from the date of installation and include protection against lightning and electrical surges. Coverage for repair or replacement of equipment shall be provided. The batteries shall be warrantied for 1 year.

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING EQUIPMENT**

(b) *Mechanical Systems (Environmental Monitoring System).*

For this Project, the Mechanical Systems item shall be for the provision and installation of an Environmental Monitoring System for traffic management system buildings, as specified in the plans.

The Environmental Monitoring System shall also have a backup wireless communication system that will allow for continued monitoring if the primary communication system fails. A wireless cellular data modem, associated power supply, cellular antenna, antenna cable, communication cable, and any necessary mounting hardware shall be furnished and installed by the Contractor.

Interaction with on-site personnel and access to these sites shall be coordinated through the Engineer.

The Contractor is required to submit cut sheet submittals for all items included in this work for approval by the Department prior to installation.

The Mechanical Systems equipment shall include the following:

1. Large enterprise environment monitoring system.
2. External AC power, voltage, frequency, and current monitor.
3. External temperature / humidity sensor.
4. External smoke detection sensor.
5. External spot liquid detection with single-pole double throw (SPDT) contacts.

The Environmental Monitoring System shall satisfy the following criteria:

1. The system shall include three internal sensors: temperature, humidity and power. It shall also supports 16 external configurable sensors, eight digital input sensors, and four output relays for control of external devices.
2. Sensors shall be hot pluggable.
3. Shall be able to monitor (ping) up to 64 IP network devices – alerts are sent if devices are not responding.
4. Sensor conditions (events) shall be configurable to trigger alerts by themselves, and / or be used in combination with other events to trigger Smart Alerts.
5. Redundant dual power connection.
6. Includes internal battery backup
7. Includes Universal Serial Bus (USB) ports for connecting USB modem, for downloading log data to USB flash drive, or for connecting a USB Liquid Crystal Display (LCD) screen.
8. Supports IP network video cameras for live view of any facility.
9. The capability to trigger a snapshot from an IP camera after any programmed event.
10. Includes a server based management software for monitoring and control of the remote system and sensors.

The Environmental Monitoring System shall meet the following requirements:

1. Report temperatures from 32 to 104°F (0 to 40°C)

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TRAFFIC MANAGEMENT SYSTEM BUILDING EQUIPMENT**

2. Report humidity from 20 to 80 percent relative humidity at temperatures between 32 to 104°F (0 to 40°C)
3. Measure main voltage: 0 to 255 VAC / Measure battery voltage: 0 to 20 volts direct current (VDC)
4. Ethernet Port shall be a 10/100 Base-T Ethernet port with RJ45 Ethernet connector
5. Alerts can be provided by a minimum of four methods:
  - A. Email Authenticates
  - B. Web Interface
  - C. Simple network management protocol (SNMP) network management (V1/V2c/V3)
  - D. Front Panel Light Emitting Diodes (LEDs) for internal and external sensors, backup battery, data log, power, auxiliary power
6. The system can be accessed by a minimum of five methods:
  - A. Web Interface
  - B. Telnet
  - C. Secure Shell (SSH)
  - D. Network Operation (SNMP) V1/V2c/V3
  - E. RS232 (via female RJ45 RS232 connector & female USB Type B connector)
7. Shall support these protocols; HTTP/HTTPS, SNMP V1/V2c/V3, SMTP, TCP/IP, Syslog, SNMP, DHCP, SSHv2, SSLv3, LDAPv3, AES 256-bit, 3DES, Blowfish, RSA, EDH-RSA, Arcfour, IPV6, WAP 2.0
8. Shall have an operating temperature range of 32 to 100°F (0 to 38°C)
9. Shall be mountable in standard 19 inch rack.

The cellular wireless data modem shall be a standalone hardened unit designed to communicate to serial and Ethernet devices over 4G LTE and 3G wireless network. The modem shall consist of a unit capable of transmitting data by its embedded operating system and its own transmission control protocol/internet protocol (TCP / IP) stack to enable transmission of data from non-IP devices. The modem shall be capable of active/standby configuration for use as failover communication link for out of band management to network infrastructure. The modem shall meet the following minimum requirements:

1. Communication to Ethernet devices with a minimum of 1 x 10/100 RJ-45 Ethernet jacks.
2. Wireless Communications utilizing 802.11 b/g/n for connection with up to 32 devices at a time with WEP, WPA, WPA2, and AES encryption.
3. Support TCP/IP, UDP/IP, DHCP, HTTP, SNMP, SMTP, FTP, DMZ, PPPoE passthrough, DNS, DDNS, LAN/WAN affinity, VPN, VLAN support, MAC filtering, port forwarding, routing, and GPS protocols.
4. Visual light indicators that show unit status for power, cellular signal, network connection, and data activity.
5. Cellular network support for LTE at 700MHz and CDMA EV-DO rev A, 1x EV-DO rev 0, or 1xRTT at 800/1900 MHz with options for MIMO in LTE mode or receive diversity in CDMA mode.
6. Remotely upgradeable PRL, firmware, and configuration.
7. 4G cellular wireless with backwards compatibility to EV-DO rev A, A/O, CDMA 1x.
8. Built in GPS receiver with port for external antenna.
9. 50 ohm SMA antenna interfaces.
10. Operate on 9 to 18 VDC at 1.5 amps or less.

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TRAFFIC MANAGEMENT SYSTEM BUILDING EQUIPMENT**

11. Operate within a temperature range of -4 to 122°F (-30 to 70°C) at 10 to 85 percent humidity.

The power supply shall output a nominal 12 volts direct current at a minimum of 2 amps to power the wireless cellular data modem. The power supply shall be rated to operate within a temperature range of -10 to 130°F.

The cellular antenna shall be outdoor rated, omnidirectional, and capable of transmitting and receiving on at least 3 frequency bands: 700MHz for LTE and 800/1900 MHz with a minimum 3dBi gain. The antenna shall be have an NMO mountable base that can be used for wall mounting.

The antenna cable shall be an RG-58 coaxial cable type rated at 50 ohms. The cable shall be terminated with a male SMA on one end for connection with the wireless cellular data modem. The other end shall be terminated with the correct connector to interface with the tri band antenna.

The communication cable shall be constructed from twisted pair cable with minimum 22 gauge stranded conductors. For Ethernet communication the cable shall be terminated with 8P8C connectors with T568B pin/pair assignments.

A 19 inch rack mountable shelf shall be included for installation of the modem

The environmental monitoring system shall be installed in a 19 inch rack as shown on the Plans or directed by the Department. The liquid detection sensor shall be installed on the low point of the floor. In buildings with raised floor this will be underneath the raised floor. The temperature and humidity sensor shall be installed on the high point of the rack that the monitoring system is installed. The smoke detection sensor shall be installed in the ceiling in middle of the room.

The wireless cellular data modem shall be installed below the environmental monitor in a rack mountable shelf. The cellular antenna shall be mounted on the exterior of traffic management system buildings to get the best possible receive signal. Any cable penetrations made in the building shall be watertight and cable runs shall include drip loops to eliminate any moisture ingress into the building. A complete installation consists of the wireless cellular data modem, power supply, dual band antenna, antenna cable, communication cable, and wiring power to the unit. The Contractor shall install the power supply to the wireless cellular modem per manufactures recommendations. The Contractor shall connect the wireless cellular modem end equipment as specified in the Plans or directed by the Department. The placement of the unit shall allow provision for cable installation and maintenance as indicated on the Project Detail Sheet and manufacturer's recommendations. All electrical wiring and connections shall meet NEC standards. The Contractor is responsible for supplying all necessary cabling, connectors, and hardware for a fully functional installation.

The Contractor shall notify the Engineer a minimum of 48 hours in advance of any work that is to be performed in the traffic management system building.

The Contractor shall bring the system online and test for proper operation. The Contractor shall conduct final testing and inspection for the above referenced systems. Instruction shall be provided that will help enable members of the CDOT ITS Branch to configure the system.

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### REVISION OF SECTION 614 TRAFFIC MANAGEMENT SYSTEM BUILDING EQUIPMENT

The Contractor shall provide a 2 year warranty on all equipment and labor that includes protection against lightening and electrical surges. Coverage for repair or replacement of equipment shall be provided.

Provision and installation of the backup wireless communication system will not be measured and paid for separately, but shall be part of the Mechanical Systems item. It shall include a warranty, testing, documentation, all necessary wiring, RF antenna, communication cables, labor and other items necessary to complete the work.

### CONSTRUCTION REQUIREMENTS

All cable and equipment shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the Contract Documents shall be subject to the control and approval of CDOT or CDOT's designated representative. Equipment and materials shall be of the quality and manufacture indicated.

Strictly adhere to all Building Industry Consulting Service International (BICSI), National Electrical Contractors Association (NECA), National Fire Protection Association (NFPA) and Telecommunications

Industry Association (TIA) recommended installation practices when installing communications/data cabling and grounding.

Provide product data for the following: Manufacturers data sheets/cut sheets, specifications and installation instructions for all products.

(a) *Field Quality Control.*

1. Inspect wire and cable for physical damage and proper connection.
2. Torque test conductor connections and terminations to manufacturer's recommended values.
3. Inspect and test in accordance with NETA ATS, except Section 4.
4. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.

(b) *Grounding and Bonding Installation.*

1. Bond together each metallic raceway, pipe, duct and other metal object entering space under access floors. Bond to underfloor ground grid. Use 2 AWG bare copper conductor.
2. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
3. Interface with site grounding system installed.
4. Locate and install anchors, fasteners, and supports in accordance with NECA "Standard of Installation".
5. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
6. Do not use spring steel clips and clamps.
7. Do not use powder-actuated anchors.
8. Do not drill or cut structural members.

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING EQUIPMENT**

(c) *Equipment Ground.*

1. Provide complete ground system for building consisting of copper cable, ground rods, and exothermic connections to serve service entrance, building structural steel, metallic enclosures, and conduit systems.
2. Provide separate, insulated equipment grounding conductor from main service ground to each main switchboard and in feeders and branch circuits. Terminate each end a grounding lug, bus, or bushing. Do not use conduit as grounding conductor.
3. Provide bonding jumper at expansion joints, points of electrical discontinuity, or connections in conduit where firm mechanical bond is not possible, such as flexible connections and insulating couplings.
4. Ground each lighting and power panelboard by connecting grounding conductor to grounding stud.
5. Bond every new item of equipment served by electrical system to building equipment ground system including switchboards, panelboards, disconnect switches, receptacles, controls, fans, air handling units, pumps, and flexible duct connections.

(d) *Access Control System.*

1. Test the system to determine that it is free from grounds, open and short circuits.
2. Test system in accordance with manufacturer's recommendations in presence of Owner's representative:
  - A. Operate initiating devices.
  - B. Verify device operation.
  - C. Verify signal operations.
  - D. Verify system responds properly

## REVISION OF SECTION 614 CLOSED CIRCUIT TELEVISION

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

### DESCRIPTION

This work consists of furnishing and installing a High Definition (HD) Internet Protocol (IP) Closed Circuit Television (CCTV) camera.

### MATERIALS

CCTV camera shall include: The camera housing, pole mount adapter, Power over Ethernet (PoE) power supply, manufacturer supplied management software, Category 5e rated (Cat5e) cables, and all attachment hardware needed for a functionally complete installation.

(a) *Camera.*

The camera shall have pan, tilt, and zoom functionality enclosed in a sealed, environmentally controlled dome housing designed to operate in 100 percent humidity at an operating temperature range of -58°F to 122°F. The camera housing shall carry both IP66 and National Electrical Manufacturers Association (NEMA) 4x ratings. The camera shall utilize a 100 megabits per second 802.3 Ethernet connection for native communications and be powered from an 802.3at compliant Power over Ethernet (PoE) supply. The camera shall be able to display multiple individually configurable video streams up to 30 frames per second in high definition resolutions from 1920 x 1080 pixels to 320 x 180 pixels at a 16:9 aspect ratio in H.264 and Motion JPEG (MJPEG) formats using unicast or multicast delivery. The camera shall include functionality for onscreen titling, image overlay, and remote capture of at least 256 preset views. It shall include electronic image stabilization, ability to reduce effects of rain and fog in picture, and include ability to run manufacturer or third party analytics designed for roadway applications with output to initiate internal user programmed events or alarms to external systems using an open application programming interface (API) structure. An internal web interface shall be included for configuration with security functionality allowing a minimum of 20 user access levels with password protection. The camera shall be capable of implementing stream authentication for video security and the ability to modify view and control priority among configured users. Options for video storage shall be available via onboard Secure Digital (SD) memory slot or to network share. Camera status and diagnostics shall be available via Simple Network Management Protocol (SNMP) traps. The camera shall support:

1. IPv4/v6
2. Hypertext Transfer Protocol (HTTP)
3. Hypertext Transfer Protocol Secure (HTTPS)
4. Secure Socket Layer/Transport Layer Security (SSL/TLS)
5. Quality of Service (QOS) Layer 3 Differentiated services (DiffServ)
6. File Transfer Protocol (FTP)
7. Simple Mail Transfer Protocol (SMTP)

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CLOSED CIRCUIT TELEVISION**

8. SNMP v1/2/3
9. Universal Plug and Play (UPnP)
10. Domain Name System (DNS)
11. Dynamic Domain Name System (DDNS)
12. Network Time Protocol (NTP)
13. Real-time Transport Protocol (RTP)
14. Real Time Streaming Protocol (RTSP)
15. Transmission Control Protocol (TCP)
16. User Datagram Protocol (UDP)
17. Internet Group Management Protocol (IGMP)
18. Real-time Transport Control Protocol (RTCP)
19. Address Resolution Protocol (ARP)
20. Socket Secure (SOCKS)

The camera shall be Open Network Video Interface Forum (ONVIF) compliant.

Technical specifications for the camera shall be as follows:

1. The lens shall be  $f=4.44$  to 142.6 mm, F1.6 to F14.41, autofocus; focus range of 35 mm (wide) to 800 mm (telephoto) to infinity, with 62.8 degrees to 2.23 degrees horizontal angle of view.
2. Minimum illumination:
  - A. Color: 0.3 lux at 30 IRE F1.6
  - B. Black and White: 0.03 lux at 30 IRE F1.6
3. Shutter speed shall be variable from 1/33,000 to 0.25 seconds at 60 hertz.
4. The pan, tilt, and zoom functions shall provide 360 degrees of continuous pan rotation at 0.05 degrees per second to 450 degrees per second, a 220 degrees tilt range allowing for 20 degree view above the horizon at 0.05 degrees per second to 450 degrees per second, and minimum 32 times optical and 12 times digital zoom.

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### REVISION OF SECTION 614 CLOSED CIRCUIT TELEVISION

(b) *Manufacturer's Supplied Configuration and Management Software.*

Configuration software shall be included which gives the user access to discover and configure the camera using standard network protocols.

A centralized management software shall also be available to remotely discover and manage all available cameras across an Ethernet network for monitoring and configuration. The management software should be based on a server client architecture and shall include functionality to receive camera status, manage and apply blanket firmware updates to applicable devices, view/add/change user access accounts, and manage and apply device configuration templates using specific parameters saved by the user.

(c) *Pole-Mount Adapter Arm and Bracket.*

The adapter shall have a minimum 33 pound load rating and have provisions that allow mounting directly to the weatherproof dome housing without modification to the housing. The adapter bracket shall have slots for a minimum of two straps or banding material for mounting to the poles with diameters ranging from 3 inches to 6 inches. The bracket shall have cable strain relief in at least two locations on the reverse side, between the bracket and the pole.

(d) *Cat5e Cable.*

Cable shall be an eight wire twisted pair cable constructed of 24 American Wire Gauge (AWG) stranded copper wires with minimum Cat5e rating. The outer jacket shall be ultraviolet (UV) resistant polyvinylchloride (PVC) insulation designed for outdoor use. Shielded cable shall be used when prescribed by the manufacturer, run through conduit and enclosed structures, and when needed for equipment or electrostatic grounding. Shielded cable shall be terminated with either conductive or non-conductive male 8P8C connectors. Where shielded cable is used as an equipment ground, conductive connectors shall be used on both ends of the cable. Where shielded cable is used as an electrostatic drain, the grounded side of the connection shall be terminated with a conductive connector and the ungrounded side shall be terminated with a non-conductive connector. Unshielded cable shall be used for interconnections within the same cabinet, or where grounding and electromagnetic interference is not present. Unshielded cable shall be terminated with non-conductive male 8P8C connectors on both ends. All Cat-5e cables used for Ethernet data shall conform to the Telecommunications Industry Association/Electronic Industries Alliance (TIA/EIA) T-568B pin/pair assignments.

### CONSTRUCTION REQUIREMENTS

The CCTV camera shall be installed in accordance with these specifications and in accordance with manufacturer's recommendations. The Contractor shall make arrangements required for a qualified manufacturer's representative to be on-site to ensure proper installation of the CCTV camera.

The weatherproof dome housing shall be attached to the pole mount adapter using the materials supplied from the manufacturer.

The camera shall be attached 1 foot below the top of the pole at an orientation to achieve the optimal view of both the main and crossroad traffic, or as directed by the Engineer. Three quarter inch type 201

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**REVISION OF SECTION 614  
CLOSED CIRCUIT TELEVISION**

stainless steel strap used in conjunction with type 201 stainless steel buckles shall be used to band the camera assembly and pole mount adapter to the pole.

The PoE midspan module shall be securely mounted in the communication cabinet or directed by the Engineer. The PoE shall be plugged into a grounded non-ground-fault circuit interrupter (GFCI) protected outlet. If available, an Uninterruptible Power Supply (UPS) protected outlet shall be used to power the power supply.

A shielded Cat 5e cable with conductive RJ-45 terminations shall be run from the PoE supply to the camera providing a path to ground. A shielded Cat 5e cable with a conductive RJ-45 termination on one end and non-conductive termination on the other shall be installed from the PoE supply to the field communication device with the conductive termination plugged into the PoE supply.

A maximum 1 inch hole shall be drilled in the mounting pole to allow passage of the Cat 5e cable. The hole shall be free of burs and sharp edges prior to the installation of the cable. The cable shall be attached to the reverse side of the mounting bracket to ensure proper strain relief. The Ethernet cable shall run down the interior of the structure and exit through non-metallic flexible conduit to the communication cabinet. The non-metallic flexible conduit shall be weather sealed on each end to eliminate exterior liquid entry. The Contractor shall provide a weather seal for the adapter bracket at the 1 inch hole at the top of the pole per the manufacturer's recommendations.

The Contractor shall ensure that the installation meets all minimum requirements set forth by the manufacturer in a manner to ensure all work will be covered by the manufacturer's warranty.

The Contractor shall configure the camera with an IP address as provided by the Engineer.

The cameras shall be tested for full functionality and verification of access on the connected network. See project specific Testing & Integration Plan for additional requirements.

## REVISION OF SECTION 614 OPTICAL ATTENUATOR

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

### DESCRIPTION

Coarse Wavelength Division Multiplexing Attenuator shall be installed for both CWDM and 1310nm SFP optic modules to reduce optical signal power to a receive level specified for the SFP optic modules based on the transmission loss of the corresponding link. These shall be installed at Ciena 3930/3931 Carrier Ethernet Service Delivery Switch and existing regeneration node building or CTMC Mux/DeMux locations. The attenuator shall be installed in the receive port of the equipment cabinet fiber optic termination patch panel bulkhead or Mux/DeMux. All attenuators shall be compatible with the Ciena CWDM SFP optic modules.

### MATERIALS

The Contractor shall furnish and install single mode, 9/125um CWDM wavelength independent attenuators to attenuate the incoming signal to a power acceptable within the Ethernet switch SFP optic module receive range.

For testing and attenuator selection, wavelengths of SFP optic modules on this Project are:

1430nm, 1450nm, 1470nm, 1490nm, 1510nm, 1530nm, 1550nm, 1570nm, 1590 nm, and 1610nm.

Attenuators for 1310nm wavelength SFP optic modules will not be required unless the incoming power exceeds the rated receive power of the SFP optic module, including a design margin of 6 dB (to allow for degradation over the life of the system).

The Contractor shall furnish and install a female to male plug type fiber optic attenuator. The types of fiber optic attenuators to be supplied shall match both the termination patch panel bulkhead port, the Mux/DeMux port and the fiber optic pre-connectorized patch cable connector.

The attenuators shall meet the following minimum specifications:

- (1) Return Loss: Less than or equal to 65dB (APC)
- (2) Attenuation Accuracy: +/-0.5 (1~10) +/-1.0(11~30)
- (3) Polarization Dependent Loss: Less than 0.2dB
- (4) Maximum Optical Input Power: 200mW
- (5) Operating Temp Range: -40~80°C
- (6) Low Polarization Dependent Loss (PDL)
- (7) Minimum 500 connect/disconnecting tested

The attenuators to be provided shall conform to the requirements of Telcordia Technologies GR-910 Generic Requirements for Fiber Optic Attenuators.

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**REVISION OF SECTION 614  
OPTICAL ATTENUATOR**

**CONSTRUCTION REQUIREMENTS**

After all splicing and fiber optic testing is completed the Contractor shall test the optical power of the incoming, (Receive) signal at each field Ethernet switch and existing node building location. To obtain the most accurate values of optical power, the testing equipment shall be attached to the SFP optic end of the pre-connectorized patch cable to be installed at that location.

Once the optical power has been tested, the Contractor shall install the appropriate attenuator in the receive port to meet the receive values of the SFP optic module, including a design margin of 6 dB (to allow for degradation over the life of the system).

Prior to installation, all attenuators shall be cleaned with lint-free fiber wipes moistened with Isopropyl Alcohol 99% U.S.P. After cleaning with alcohol, the bulkhead shall be cleaned with an optical connector cleaner to ensure that all residues are removed.

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
SINGLE WAVELENGTH COARSE WAVELENGTH DIVISION MULTIPLEXING (CWDM)  
OPTICAL FILTER**

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

**DESCRIPTION**

Single Wavelength Coarse Wavelength Division Multiplexing (CWDM) optical filter shall be manufactured specifically for use in CWDM equipment. It shall be provided and installed at all Ciena 3930/3931 Carrier Ethernet SDS Switch locations. All CWDM single channel filters shall be provided from a manufacturer recommended by Ciena.

**MATERIALS**

The CWDM optical filter shall have the capability of splitting a single CWDM wavelength from the multiple wavelengths being transmitted along the fiber strands including passing a 1310nm wavelength between Ethernet switch pairs. All remaining wavelengths other than those being added or dropped at the designated location shall be allowed to travel from Ethernet switch to Ethernet switch or existing regeneration node building or the CTMC to Ethernet switch.

The CWDM optical filters shall be provided with industry standard operating ranges of 1430nm to 1610nm to match wavelengths of the Coarse Wavelength Division Multiplexing Small Form-Factor Pluggable optic modules of the Ciena Ethernet switches. The individual filters shall have the following channel center wavelengths;

1430nm, 1450nm, 1470nm, 1490nm, 1510nm, 1530nm, 1550nm, 1570nm, 1590nm and 1610nm.

1310nm wavelength filters shall also be provided.

If for any reason the single wavelength filter is defective or is damaged at the time of installation by the Contractor, the filter shall be removed and replaced at no additional cost to the Project. Filters shall also be replaced if failures occur due to manufacture's defect, at no additional cost to the project prior to the final network acceptance.

**CONSTRUCTION REQUIREMENTS**

The filters shall match the industry standard wavelength of the Ethernet switch's Coarse Wavelength Division Multiplexing Small Form-Factor Pluggable (SFP) optic module and the 1310nm SFP optic module.

The CWDM optical filters shall have three (3) fiber pigtailed to be fusion spliced to lateral fiber optic cable strands and secured in the foam splice chips located on the splice tray in the splice closure. The pigtailed shall be provided with distinctive buffer tube colors designating "Pass", "Reflect" and "Common". If the filter pigtail buffer tubes are all of the similar color, The Contractor shall color code each individual tube for future maintenance.

The filters shall be provided with the optical wavelength printed indelibly on the filter body.

Bare fiber strands shall not be taped to the splice tray.

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**REVISION OF SECTION 614  
SINGLE WAVELENGTH COARSE WAVELENGTH DIVISION MULTIPLEXING (CWDM)  
OPTICAL FILTER**

All splices and optical filter wavelengths shall be labeled on the splice tray.

If for any reason the Contractor installs or splices any single wavelength optical filter in a location which does not match the Ethernet switch coarse wavelength division multiplexing SFP optic modules, the Contractor shall replace the filter and re-splice all fibers at no additional cost to the Project.

Prior to splicing of the filters, the Contractor shall submit to the Department a Microsoft Excel spreadsheet containing the following information:

- (1) Splice Location for the CWDM and 1310nm filters (manhole milepost).
- (2) Serial Number of the CWDM and 1310nm filters.
- (3) Wavelength of the filter.
- (4) Usage and color of filter pigtails.

Once the spreadsheet has been submitted and approved by the Department the splicing may begin.

The pigtails of the filters shall be labeled inside the splice closure.

See project specific Testing & Integration Plan for additional requirements.

## **REVISION OF SECTION 614 COARSE WAVELENGTH DIVISION MULTIPLEXING MODULE**

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

### **DESCRIPTION**

Coarse Wavelength Division Multiplexing (CWDM) Module for this Project shall be rack mounted and support 10 wavelengths from 1430nm to 1610nm with LC/APC Port Bulkheads, Test In Port, Test Out Port and Pass Port installed in regeneration node building or CTMC equipment racks or cabinets. The unit shall have the capabilities of passively multiplexing and de-multiplexing multiple wavelengths to and from field Ciena 3930 Ethernet switches and communications node building Ciena Ethernet Switch small form-factor pluggable optic modules.

The 10-channel CWDM modules shall be supplied with the ability of connecting a Spectrum Analyzer to the test ports to test both the incoming and outgoing wavelengths without the need of disconnecting active patch cables transmitting or receiving data.

### **MATERIALS**

Each 10-channel CWDM module shall have twelve (12) transmit / receive ports. Ten of the 12 ports shall be for individual wavelength matching the Ethernet switch CWDM, SFP optic modules.

The bulkhead connector for each port on the CWDM module shall be of the duplex LC/APC type; simplex LC/APC type bulkhead connector ports shall not be allowed.

The 10-channel CWDM module shall have the ability of multiplexing and de-multiplexing the following wavelengths;

1430nm, 1450nm, 1470nm, 1490nm, 1510nm, 1530nm, 1550nm, 1570nm, 1590nm and 1610nm.

The 10-channel CWDM modules shall also include a chassis capable of mounting in a 19 inch communications equipment rack or cabinet. The chassis shall have an integrated cable management tray on the front side to house the optical patch cables installed from the CWDM multiplexing module ports to the Ethernet switch optic modules.

### **CONSTRUCTION REQUIREMENTS**

The 10-channel CWDM multiplexing modules and chassis shall be installed in 19 inch equipment racks or cabinets in regeneration node buildings or the CTMC. The 10-channel CWDM multiplexing modules and chassis shall be installed adjacent to its corresponding Ciena 5150 Carrier Ethernet SAS switch. Where slots are available in existing chassis, the Contractor may utilize these slots for CWDM modules pending approval by the Engineer.

Single mode, bend insensitive, pre-connectorized duplex patch cable with a polyurethane jacket shall be installed from the 10-channel CWDM module to the backbone termination patch panel for transmitting and receiving communications to the field Ethernet switches. Connectors for the patch cable shall be LC on the 10-channel CWDM module end and LC on the termination patch panel end.

Single mode, bend insensitive, pre-connectorized duplex patch cables with a polyurethane jacket shall be installed from each 10-channel CWDM module wavelength Tx/Rx port to the matching CWDM SFP optic module its corresponding Ciena 5150 Carrier Ethernet SAS switch. A duplex patch cable shall be

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**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXING MODULE**

installed for each wavelength. Connectors for the patch cables shall be LC on the 10-channel CWDM module end and LC on the Ethernet switch SFP optic module end.

In communication node buildings, the patch cables shall be of sufficient length to span from the termination patch panel to the 10-channel CWDM module and from the 10-channel CWDM module to the Ciena 5150 Ethernet switch with a maximum of four (4) feet of slack for each cable. They shall be installed in a manner which will not interfere with equipment in the equipment racks and will include cable management so as not to interfere with future maintenance within the rack.

If for any reason the 10-channel CWDM module is defective or is damaged at the time of installation by the Contractor, the item shall be removed and replaced at no additional cost to the Project. Modules shall also be replaced if any failures occur due to manufacturer's defect at no additional cost to the Project prior to the final network acceptance.

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXOR - OPTICAL TIME DOMAIN  
REFLECTOMETER**

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

**DESCRIPTION**

For this Project Coarse Wavelength Division Multiplexing – Optical Time Domain Reflectometer (CWDM-OTDR) shall be a modular testing unit capable of testing coarse wavelength division multiplexing (CWDM) optical networks. After Project usage by the Contractor for fiber testing and analysis for the network turn up, the CWDM-OTDR shall become the property of the Colorado Department of Transportation, Colorado Transportation Management Center. The turnover shall be after the Contractor has completed all of the proposed fiber optic testing as stated in the Project specifications.

**MATERIALS**

The CWDM-OTDR shall be a portable device and shall have the ability to test 10 CWDM wavelengths including 1430nm, 1450nm, 1470nm, 1490nm, 1510nm, 1530nm, 1550nm, 1570nm 1590nm and 1610nm and shall meet with the following minimum requirements:

CWDM-OTDR Modular Test Unit Platform

1. The test set display shall have a 6.4” minimum color touch screen and shall offer the option of an optional outdoor enhanced screen.
2. The CWDM-OTDR shall be modular with at least 2 supported modules for optical testing, Ethernet, SDH, OSA and CD/PMD.
3. The platform shall support the use of a Fiber Inspection Probe with end-face analysis software.
4. The platform shall provide at least two USB 2.0 ports, one RJ-45 LAN 10/100/1000 Mbit/s, one headset jack.
5. Internal Storage - The test unit shall have 8 GB minimum internal memory, with this ability for a 16 GB internal memory upgrade configuration.

CWDM-OTDR Module Unit shall provide the following

1. Support ITU-based CWDM wavelengths of  $\pm 3$ nm of central wavelength.
2. Support the intelligent Optical Link Mapper (iOLM) application
3. Use a dynamic multipulse acquisition that combines all the results into a single view, a single report and a single file.
4. Automatically adjust the test parameters in function of the link under test with no intervention from the user.
5. Have a dynamic range of minimum 40dB per wavelength.

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**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXOR - OPTICAL TIME DOMAIN  
REFLECTOMETER**

6. Display the fiber elements in a linear view with representative icons for splice, connector, macro bend, splitter and end of fiber.
7. Display individual pass/fail status for each element of the network as well as a clear pass/fail status, all in the same window.
8. Prompt specific and detailed diagnosis on how to fix the network based on the failure cause found by the unit.
9. Capable of measuring the first connector of the network without the use of a launch cable.
10. Capable of using pre-defined or user-defined templates to set the pass/fail thresholds and identify the link information accordingly.
11. Test configurations should not include pre-defined test parameters such as pulse width, distance range or averaging time as these parameters should be always set by the unit automatically.
12. Support multiple level of auto-increment for file naming, be flexible for the number of increments and be flexible for the label name of increment.
13. Support, with user-defined, a minimum, a maximum and a maximum + minimum threshold for pass/fail status.
14. Be capable of generating reports in HTML format, directly from the platform.
15. Combine single mode and multimode testing into a single module
16. Have an event dead zone of maximum 0.8m on a -45dB reflectance, measured at 1.5dB on each side below the peak.
17. Have an attenuation dead zone of 4.5 meters or shorter on a -45dB reflectance, measured 0.5dB above the backscattering level.
18. Have a minimal sampling resolution of 0.04 meters.
19. Capable of storing over 5,000 OTDR traces
20. Shall be supplied with a batch post-processing software to generate reports, analyze the results, edit/add information to the files, for multiple files simultaneously.

The OTDR unit shall be used as a CW source to the selected wavelength for loss measurements.

The OTDR unit shall have a linearity of  $\pm 0.03\text{dB/dB}$  or better.

The OTDR unit shall have a distance accuracy of  $\pm (0.75 \text{ m} + 0.0025\% \times \text{distance})$  or better.

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**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXOR - OPTICAL TIME DOMAIN  
REFLECTOMETER**

The CWDM-OTDR shall include the minimum following performance features:

1. A suspend mode from which the test set shall return to a “ready to test” state within 10 seconds.
2. Support the capability to run multiple applications and programs simultaneously.
3. Provide a multi-tasking environment and the capability to switch between different running applications.
4. The operating system shall be based on Windows OS technology and shall provide access to the Windows desktop.
5. The batteries shall be rechargeable lithium-ion batteries providing at least 8 hours of OTDR/iOLM operation as per Bellcore GR-196.
6. Shall operate while connected to a power supply (AC/DC adapter, input 100-240 VAC, 50-60 Hz) with or without the battery connected.
7. There shall be housing for the ability to provide for a built-in optional VFL and power meter (InGas or GeX, with or without CWDM frequencies).
8. The option for the following wireless interfaces:
  - A. 3G (additional hardware accessory)
  - B. Wi-Fi (built in hardware option)
  - C. Bluetooth (built in hardware option)

The CWDM-OTDR shall include the minimum following management features:

1. Cloud –based server application for device management with direct communication link to in platforms in the field.
2. Provides secure data storage and automatic backup of all data.
3. The server application supports communication (interoperable) with multiple platform types for broad-based applications.
4. The server application supports the automatic detection and synchronization of a platform to the server.
5. The management application supports the automatic upload of device inventory information to management application (no manual data entry).

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**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXOR - OPTICAL TIME DOMAIN  
REFLECTOMETER**

6. The management application supports the automatic upload and display of all platform inventory data including: name of platform, alias, serial number, platform type, name of last user, name of the owner of the platform, test modules installed in platforms and all installed software and versions.
7. The management application supports the automatic, parallel distribution of software (push) to multiple (100+) user defined platforms simultaneously.
8. The management application supports the automatic, parallel distribution (push) of any file format including test configuration profiles to multiple (100+) user defined platforms simultaneously. File types should include but not limited to (.txt, .csv, .xls, .ppt, .doc, .pdf, .mp4, .avi, .wmv,)
9. The management application supports the ability to create customized reports based on the inventory data.
10. The management application supports the ability to create customized report templates that can be run on the database at any time.
11. The management application supports the automatic upload of test results directly from the platforms in the field. Supported test report uploads includes: Ethernet test reports (Y.1564, RFC2544, BERT), SONET/SDH reports (BERT), physical layer reports (OTDR, PMD, Chromatic dispersion (CD), Optical loss tests (OLTS), Optical spectrum analyzer (OSA)).
12. The management application provides search/filter capabilities to quickly pinpoint any test.
13. The management application provides a standardized format for all uploaded test results.

The CWDM-OTDR shall have the ability for both fiber optic inspection and the analysis of the findings by the device and include the minimum following Optical Verification and Performance Testing features:

1. The unit must support a fiber inspection probe for connector end-face inspection as well as on-board automated pass/fail analysis.
2. The fiber inspection probe shall have an Auto center feature that is compatible with single fiber connectors and MPO/MTP connectors.
3. The inspection probe shall have an Auto focus feature that is compatible with single fiber connectors and MPO/MTP connectors
4. The fiber inspection probe shall support 3 levels of magnifications :
  - a) High Magnification field of view: 304  $\mu\text{m}$  x 304  $\mu\text{m}$
  - b) Medium magnification field of view: 608  $\mu\text{m}$  x 608  $\mu\text{m}$

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**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXOR - OPTICAL TIME DOMAIN  
REFLECTOMETER**

- c) Low magnification field of view: 912  $\mu\text{m}$  x 912  $\mu\text{m}$
- 5. The fiber inspection probe shall have a capturing device of 5 megapixel CMOS or better.
- 6. The fiber inspection probe shall have a blue LED light source.
- 7. The fiber inspection probe shall have a resolution of 0.55 $\mu\text{m}$  or better.
- 8. The fiber inspection probe shall have a rugged design with rubber over molding for field applications.
- 9. The fiber inspection probe should have a protective cap to protect the probe tip from physical damage.
- 10. The fiber inspection probe shall support drop test resistance of 1 meter on a concrete surface on various axis
- 11. The fiber inspection probe shall have a Pass/Fail status LED on the probe body.
- 12. The fiber inspection probe shall have a capture and analysis button.
- 13. The fiber inspection probe shall be compatible with handheld display, portable platforms or laptop/PC.
- 14. The fiber inspection probe unit shall weight  $\leq 0.3$  kg (0.66 lb)
- 15. The fiber inspection probe unit shall support operating temperature of -10°C to 50°C and storage temperature -40°C to 70°C.
- 16. The fiber inspection probe unit shall allow the user to retest the same connector without affecting the file naming and report structure.

The fiber inspection probe must support a wide variety of inspection tips including but not limited to :

- 1. FC/SC APC tip for bulkhead adapter
- 2. LC tip for bulkhead adapter
- 3. LC angled tip for bulkhead adapter (60°)
- 4. LC/APC tip for bulkhead adapter
- 5. FC and SC angled tip for bulkhead adapter (60°)
- 6. SC tip for PC bulkhead adapter (extended)

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**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXOR - OPTICAL TIME DOMAIN  
REFLECTOMETER**

7. ST tip for bulkhead adapter
8. Universal patch cord tip for 1.25 mm ferrule
9. Universal patch cord tip for 1.25 mm APC ferrule
10. Universal patch cord tip for 2.5 mm APC ferrule
11. ODC Socket (male) tip
12. ODC 2 Pin Plug (female) Guide & Universal tip
13. Optitap
14. MPO/MTP UPC and APC
15. The unit shall support the IEC-3-35/IPC 8497-1 standards or user-defined acceptance criteria.
16. The pass/fail connector analysis time shall be under 5 seconds
17. The application shall have a focus protection in the software to prevent out-of-focus image analysis
18. The connector analysis's focus level should appear in the test reports to ensure integrity of the results.
19. The unit shall be capable of modifying existing connector analysis standard criteria directly from the platform's application without the need of external software.
20. The unit shall be capable of generating reports directly from the field instrument without the need of external software.

Additional accessories and material to be provided with the CWDM-OTDR shall be:

Protective carrying case

1. Optical fiber trace software for report generation
2. Warranties
3. Configuration Certification
4. All Miscellaneous cabling
5. Instructions on all equipment units

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**REVISION OF SECTION 614  
COARSE WAVELENGTH DIVISION MULTIPLEXOR - OPTICAL TIME DOMAIN  
REFLECTOMETER**

The CWDM OTDR shall include as part of the Project, a full warranty by the manufacturer's direct service and support. Service and support from a third party other than the manufacturing company shall not be accepted. This service and support shall be available both during and after the CWDM-OTDR warranty period.

The manufacturer shall offer toll free phone technical service. In the event that repairs are required, the manufacturer shall have a maximum 3 day turnaround time in shipping the CWDM-OTDR fully repaired.

As part of the furnishing of the CWDM-OTDR, Contractor shall coordinate with onsite manufacturer representative to provide training for the proper use of the CWDM-OTDR. Training costs shall be included with the work. See Project Special Specification 614 – Test and Support Equipment for detailed requirements of the training.

## **REVISION OF SECTION 614 TEST AND SUPPORT EQUIPMENT**

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

### **DESCRIPTION**

For this Project Test and Support Equipment shall include furnishing test equipment required to successfully turn up, test and analyze the fiber optic coarse wavelength division multiplexing Ethernet fiber optic network on this Project. The equipment shall be used by the Contractor during the Project construction time then delivered to the Colorado Department of Transportation, Colorado Transportation Management Center at the end of all network fiber optic testing and network acceptance.

### **MATERIALS**

The Contractor shall purchase the test and support equipment prior to the installation of the fiber optic cable. The Contractor shall keep all equipment at a secured location to ensure that no loss or damage is caused by either vandalism or theft. At the end of the fiber optic network installation and acceptance, all test and support equipment shall become the property of Colorado Department of Transportation, Colorado Transportation Management Center.

The following equipment shall be included in work Test and Support Equipment. This equipment shall be used in the manner as stated in the Project Special Provision Specifications as part of this Project for fiber optic cable testing. An independent specification is provided in the Project Special Provision Specifications package for this item. The Contractor is required to submit cut sheet submittals for equipment included in this Specification.

#### **Coarse Wavelength Division Multiplexing, Optical Time-Domain Reflectometer**

The Coarse Wavelength Division Multiplexing, Optical Time-Domain Reflectometer (OTDR) shall include but not be limited to the OTDR unit, individual Coarse Wavelength Division Multiplexing (CWDM) testing modules, fiber inspection probe, cabling, OTDR trace reading software, operational documentation, protective case, calibration documentation, power cabling, warranties and all other materials provided with the original Coarse Wavelength Division Multiplexing, Optical Time-Domain Reflectometer purchase.

The Contractor shall purchase the test equipment listed prior to the installation of the fiber optic cable. During this time the Contractor shall become familiar with the equipment in preparation for use during the testing of the optical network. Once the optical fiber network is ready, the Contractor shall use this equipment for the CWDM testing.

Once the fiber optic network testing has been completed and the optical network has been accepted, the Contractor shall make arrangements for the transfer of all test and support equipment. The equipment shall be in "like new" condition with only normal wear and shall be fully tested and recalibrated prior to turnover. All recalibration and any required refurbishing to bring the equipment to the like new condition shall be conducted by the equipment manufacturer at the Contractor's expense as part of work. All materials, hardware, accessories and cases associated with the test and support equipment shall also be turned over to the Department.

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**REVISION OF SECTION 614  
TEST AND SUPPORT EQUIPMENT**

The Contractor shall schedule and provide training for the CWDM OTDR to the Colorado Transportation Management Center (CTMC) personnel. The training shall be scheduled and held in a meeting conference room at the CTMC in Golden Colorado. The Contractor shall work with Department to schedule and reserve the conference room at the CTMC.

The training shall be presented in person at the CTMC by the manufacturer's technical representative. Web conferencing / remote conferencing shall not be allowed. The Contractor shall schedule with the manufacturer to have a manufacturer's representative be on site at the CTMC to conduct the training. The Contractor may combine his training with the training for CTMC personnel utilizing the Project purchased equipment for training purposes.

The Test and Support Equipment shall include an Optical Spectrum Analyzer along with all associated materials, accessories and hardware for the equipment. All manufacture warranties shall be transferred to the Colorado Department of Transportation, Colorado Transportation Management Center upon the turnover of all materials. Onsite training by the manufacturer's technical representative is required.

**REVISION OF SECTION 614  
BREAKAWAY TAPERED ITS STEEL POLE**

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

**DESCRIPTION**

For this Project, this work shall consist of furnishing and installing the steel tapered pole, breakaway transformer base, and fiber-optic disconnect, as described herein.

**MATERIALS**

An aluminum transformer base shall be provided which shall conform to breakaway requirements of the American Association of State Highway and Transportation Officials (AASHTO) 2013 Sixth Edition of the Standard Specification for the Supports for Highway Signs, Luminaires and Traffic Signals; and accepted for use by the Federal Highway Administration (FHWA). An aluminum access door and grounding provision with hardware shall be provided in the transformer base. The door opening shall be approximately 11 inches tall, 8.5 inches wide at the top, and 9 inches wide at the bottom. Connecting bolts, flat washers, bearing washers and hex nuts shall be provided with the base assembly. All structural fasteners shall be galvanized high strength carbon steel. All non-structural fasteners shall be galvanized or zinc-plated carbon steel or stainless steel. A satin finish shall be provided unless otherwise requested by the Engineer.

The fiber optic connection to the communications cabinet shall include a breakaway reusable connection system, within the transformer base, which is designed to disengage upon breakaway impact to the steel support pole. This breakaway connection shall be flood resistant, dust proof and waterproof. Connection shall be immediately reusable after breakaway impact, without field repair or re-termination of the fiber optic cable.

Steel Pole shall conform to the following requirements:

(a) *Fabricator.*

The fabricator shall be certified under Conventional Steel Building Structures (SBD) as set forth by the American Institute of Steel Construction (AISC) Quality Certified Fabricators Program. Proof of this certification shall be supplied with the submittal of poles to confirm that the fabricator has the personnel, organization, experience, procedures, knowledge, equipment, capability and commitment to fabricate quality steel pole structures.

(b) *Welding.*

All welding shall be in accordance with Sections 1 through 8 of the American Welding Society (AWS) D1.1 *Structural Welding Code- Steel*. Tackers and welders shall be qualified in accordance with the code. Tube longitudinal seam welds shall be free of cracks and excessive undercut, performed with automatic processes, and be visually inspected.

Longitudinal welds suspected to contain defects shall be magnetic particle inspected. All circumferential butt-welded pole splices shall be ultrasonically or radiographically inspected.

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**REVISION OF SECTION 614  
BREAKAWAY TAPERED ITS STEEL POLE**

(c) *Material Certifications.*

All materials and products shall be manufactured in the United States of America, and comply with American Society for Testing and Materials (ASTM) or AASHTO specifications. Mill certifications shall be supplied as proof of compliance with the specifications.

(d) *Pole Shaft.*

The pole shaft should be one piece construction, and shall conform to ASTM A595 with a minimum yield strength of 55 kips per square inch or ASTM A572 with a minimum yield strength of 55 kips per square inch. The shaft shall have a constant linear taper of 0.14 inch per foot, and contain only one longitudinal seam weld. Circumferential welded tube butt splices and laminated tubes are not permitted. Longitudinal seam welds within 6 inches of complete penetration pole to base plate welds shall be complete penetration welds.

(e) *Ground Lug.*

A ground lug shall be provided within the interior base of the pole for connection to a grounding system as specified in Revision of 614 – Grounding and Bonding. A bare copper ground wire shall be provided by the Contractor between the pole's ground lug and a ground rod adjacent to the pole's caisson to provide grounding. The ground wire shall be installed in a dedicated conduit (0.5 inch diameter, minimum) within the pole caisson provided by the Contractor. The Contractor shall bond the ground wire to the pole's ground lug and the ground rod in accordance with the Grounding and Bonding project special provisions.

(f) *Base Plates.*

At a minimum, base plates shall conform to ASTM A36 *Standard Specification for Carbon Structural Steel* or A572 Grade 50. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration butt weld with backup bar. Plates shall be hot dip galvanized per the requirements of the contract documents and finished in accordance with these specifications.

(g) *Anchor Bolts.*

At a minimum, anchor bolts shall conform to the requirements of ASTM F1554 for Grade 55. The upper 12 inches of the bolts shall be hot dip galvanized per ASTM A153. Each anchor bolt shall be supplied with two hex nuts and two flat washers. The strength of the nuts shall equal or exceed the proof load of the bolts.

**CONSTRUCTION REQUIREMENTS**

All work shall conform to the specifications referenced herein and the current edition of NFPA 70, and shall conform to subsection 107.01.

Each Breakaway Tapered ITS Steel Pole shall be installed as designed herein. The Contractor shall furnish and install all incidentals necessary to provide a complete working system at each location.

## **REVISION OF SECTION 614 CCTV POLE WITH LOWERING DEVICE**

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

### **DESCRIPTION**

For this Project, this work shall consist of furnishing and installing the Closed-Circuit Television (CCTV) Internet Protocol (IP) based camera pole(s) and lowering system(s) as described herein.

### **MATERIALS**

Subsection 614.02 shall include the following:

The camera lowering system shall be designed to support and lower an Ethernet (IP-based) CCTV camera, lens, housing, Pan-Tilt-Zoom (PTZ) mechanism, cabling, connectors and other supporting field components without damage or causing degradation of camera operations. The camera lowering system device and the pole are interdependent and shall be considered as single systems. The lowering system shall consist of a steel pole, suspension contact unit, divided support arm, and pole adapter for attachment to a pole top tenon, pole top junction box, conduit mount adapter and camera connection box. The divided support arm and receiver brackets shall be designed to self-align the contact unit with the pole center line during installation and ensure the contact unit cannot twist under high wind conditions. Round support arms will not be accepted. The camera lowering system shall withstand wind forces of 110 mph with a 30 percent gust factor using a 1.65 safety factor. The lowering system manufacturer shall furnish independent laboratory testing documents certifying adherence to the stated wind force criteria utilizing, as a minimum Effective Projected Area (EPA), the actual EPA or an EPA greater than that of the camera system to be attached. The camera lowering system to be furnished shall be the product of manufacturers with a minimum of five years of experience in the successful manufacturing of camera lowering systems. The lowering system provider shall be able to identify a minimum of three previous projects where the proposed system has been installed successfully for over a one-year period of time each.

The lowering system manufacturer shall furnish an authorized factory representative to support the Contractor with the assembly and testing of the first lowering system onto the pole assembly. The manufacturer shall furnish documentation to CDOT certifying that the Contractor has been instructed on the installation, operation and safety features of the lowering system for this specific Project. The Contractor shall be responsible for providing applicable "on site" operational instructions for CDOT maintenance personnel.

(a) *Suspension Contact Unit.*

The suspension contact unit shall have a load capacity 600 pounds with a 4 to 1 safety factor. There shall be a locking mechanism between the fixed and moveable components of the lowering system. The movable assembly shall have a minimum of two latches. This latching mechanism shall securely hold the device and its mounted equipment. The latching mechanism shall operate by alternately raising and lowering the assembly using the winch and lowering cable. When latched, all weight shall be removed from the lowering cable. The fixed unit shall have a heavy duty cast tracking guide and means to allow latching in the same position each time.

The contact unit housing shall be weatherproof with a gasket provided to seal the interior from dust and moisture. The entire unit shall have a minimum temperature rating of -40°F to +190°F.

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### **REVISION OF SECTION 614 CCTV POLE WITH LOWERING DEVICE**

The prefabricated components of the lift unit support system shall be designed to preclude the lifting cable from contacting the data, power or video cabling. The lowering system manufacturer shall provide a conduit mount adapter for housing the lowering cable. This adapter shall have an interface to allow the connection of a Contractor provided 1.25 inch PVC conduit and be located just below the cable stop block at the back of the lowering system. The Contractor shall supply internal conduit in the pole as directed by the lowering system manufacturer. The only cable permitted to move within the pole or lowering system during lowering or lifting shall be the stainless steel lowering cable. All other cables must remain stable and secure during lowering and lifting operations. Lowering systems for two camera installations shall be configured to not interfere with each other at any time during lowering operations.

The lowering system must be specifically equipped with electrical contacts connectors designed for extreme environmental outdoor use with a CCTV IP camera connected via an outdoor-rated CAT5e Shielded Twisted Pair (STP) cable utilizing Power over Ethernet (PoE).

The female and male socket contact halves of the connector block shall be made of a Underwriters Laboratories (UL) UL 94 *Standard for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances*, V-0 rated thermosetting synthetic rubber. The female barrel contacts and the male pin contacts shall be permanently and integrally encased in this rubber material to ensure protection from moisture and the environment.

All current carrying male pin and female socket/barrel contacts shall be gold-plated per ASTM B488 *Standard Specification for Electrodeposited Coatings of Gold for Engineering Uses* over nickel-plated CA 360 in accordance with SAE International AMSQQN290C *Nickel Plating (Electrodeposited)*. Male contact sizing shall be a minimum of 0.09 inches while the female contacts shall be at least 0.09 inches (inside diameter) at the contact area. All contact shall be a minimum of 0.09 inches in diameter at the contact area. Each individual female barrel contact shall have a nickel-plated CA 360 sleeve that prevents foreign matter from entering the contact area as well as preclude the possibility of the leaves of the female contact from opening beyond allowable limits and ensure a snug fit around the respective male pins. There shall be one contact that is positioned in a manner which will allow it to make first and break last providing optimum grounding performance.

Each Ethernet (IP-based) male-female connector shall include a total of 13 specifically designed contacts. Eight contacts soldered to outdoor-rated CAT5e STP wire end terminated with a shielded RJ-45 male connector and five contacts soldered to #18/1 UL lead wire – bare and numbered 1-5, which may be used for additional camera requirements including but not limited to power, alarms or grounds. All soldering shall be per IPC J STD-001E *Requirements for Soldered Electrical and Electronic Assemblies*. Each individual contact shall be rated for up to 600 volts and 7 amps, but de-rated according to the wire used in the application. For optimum weatherproofing, each male shall be self-wiping with a shoulder at the base of each male contact so that it will recess into the female block, thereby giving a rain-tight seal to each individual contact when mated. Furthermore, the wire leads from both the male and female rubber contact blocks shall be permanently and integrally molded in the synthetic rubber body. The facility manufacturing the electrical contact connector must comply with ISO 9001.

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**REVISION OF SECTION 614  
CCTV POLE WITH LOWERING DEVICE**

(b) *Lowering Tool.*

The camera lowering system shall be operated by use of a portable lowering tool. The tool shall consist of a lightweight metal frame and winch assembly with factory spooled stainless steel aircraft cable, a quick release cable connector, an adjustable safety clutch and a variable speed industrial duty electric drill motor. This tool shall be compatible with accessing the support cable through the hand hole of the pole. The lowering tool shall have the capability to be securely attached to the pole with one single bolt. The tool must support itself and the load during lowering and lifting operations. The winch assembly shall include an automatic braking system that provides a means to prevent freewheeling when loaded. One lowering tool per Project shall be delivered to the Department upon Project completion. The lowering tool shall have a reduction gear to reduce the manual effort required to operate the lifting handle to raise and lower a capacity load. The lowering tool shall be provided with an adapter for operating the lowering system by a portable drill using a clutch mechanism. The lowering tool shall be equipped with a positive braking mechanism to secure the cable reel during lifting and lowering operations and prevent freewheeling. The manufacturer shall provide a variable speed, heavy-duty reversible drill motor, clutch and one lowering tool for every five camera lowering system poles provided as part of this Project. The lowering tool shall be made of durable and corrosion resistant materials, powder coated steel, galvanized steel, heavy duty aluminum or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment.

(c) *Camera Junction Box.*

The camera junction box shall be used to provide both a mounting location for the CCTV camera as well as an interface compartment for wire leads from the lowering system to the CCTV camera or applicable surge suppression module. The camera junction box shall consist of a two piece clamshell design with one removable hinge side and one latch side with a single toggle bolt to facilitate easy access. The general shape of the box shall be cylindrical to minimize the effective Projected area. The camera junction box shall be cast aluminum with stabilizing weights on the outside of the box to increase room on the interior. The camera junction box shall be capable of accommodating up to 40 pounds of stabilizing weights. The bottom of the camera junction box shall be drilled and tapped with a 1.5 inch National Pipe Thread (NPT) female thread to accept industry standard dome housings and must include the capability to be modified to accept a wide variety of other camera mountings. The camera junction box shall be gasketed to prevent water intrusion. The bottom of the camera junction box shall incorporate a screened and vented hole to allow airflow and reduce internal condensation.

(d) *Miscellaneous.*

All pulleys for the camera lowering system and portable lowering tool shall have sealed, self-lubricated bearings, oil tight bronze bearings, or sintered oil impregnated bronze bushings. The lowering cable shall be a minimum 0.125 inch diameter stainless steel aircraft cable with a minimum breaking strength of 1,740 pounds.

All electrical and video Ethernet connections between the fixed and lowered portion of the contact block shall be protected from exposure to the weather by both a gasket on the bottom side of the

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### REVISION OF SECTION 614 CCTV POLE WITH LOWERING DEVICE

bell housing enclosure as well as the “O” ring shoulders at the base of each male contact pin to prevent degradation of the power/signal contacts.

The interface and locking components shall be made of stainless steel or aluminum. All external components of the lowering system shall be made of corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment.

In the event any CCTV is not properly weight balanced and plumb, the CCTV camera manufacturer shall provide weights or counterweights as necessary to assure that the alignment of pins and connectors are proper for the camera support to be raised into position without binding.

The CCTV camera manufacturer or Contractor shall provide all applicable power and signal connectors for attachment to the bare leads and shielded RJ-45 male connectors in the pole top and camera junction boxes.

The CCTV camera manufacturer or Contractor shall provide appropriate length of outdoor-rated CAT5e STP (stranded) cable (PoE/signal) in one continuous run from the respective equipment cabinet to the pole top junction box of each lowering system pole.

The caisson foundation shall be in accordance with the CDOT Caisson Foundation Detail for CCTV Pole with Lowering Device.

(e) *Camera Lowering System Pole.*

1. Dimensions and Pipe Wall Thickness

Steel pole dimensions, wall thickness, and details shall be in accordance with the most recent CDOT Standard Drawing “*CCTV Pole with Lowering Device*”.

2. Fabricator

The fabricator shall be certified under Conventional Steel Building Structures (SBD) as set forth by the American Institute of Steel Construction (AISC) Quality Certified Fabricators Program. Proof of this certification shall be supplied with its pole submittal to ensure that the fabricator has the personnel, organization, experience, procedures, knowledge, equipment, capability and commitment to fabricate quality steel pole structures.

3. Welding

All welding shall be in accordance with Sections 1 through 8 of the American Welding Society (AWS) AWS D1.1 Structural Welding Code for Steel. Tackers and welders shall be qualified in accordance with the code. Tube longitudinal seam welds shall be free of cracks and excessive undercut, performed with automatic processes, and be visually inspected. Longitudinal welds suspected to contain defects shall be magnetic particle inspected. All circumferential butt-welded pole splices shall be ultrasonically or radiographically inspected.

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**REVISION OF SECTION 614  
CCTV POLEWITH LOWERING DEVICE**

4. Material Certifications

All materials and products shall be manufactured in the United States of America, and comply with ASTM or AASHTO specifications. Mill certifications shall be supplied as proof of compliance with the specifications.

5. Pole Shaft

The pole shaft should be one piece construction up to 50 feet in length, and shall conform to ASTM A595 Standard Specification for Steel Tubes, Low Carbon or High-Strength Low-Alloy, Tapered for Structural Use Grade A with a minimum yield strength of 55 kips per square inch or ASTM A572 Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel with a minimum yield strength of 55 kips per square inch. Poles greater than 50 feet in length shall be of multi-piece construction. All structures with pole shaft diameters of 26 inches or less shall be round; pole shaft diameters greater than 26 inches may be round or multi-sided. The shaft shall have a constant linear taper not exceeding 0.14 inch per foot, and contain only one longitudinal seam weld. Circumferential welded tube butt splices and laminated tubes are not permitted. Longitudinal seam welds within 6 inches of complete penetration pole to base plate welds shall be complete penetration welds.

6. Hand Holes for Winch Operation

A single hand hole may be provided in lieu of the dual hand holds detailed. If a single hand hole is detailed, the hand hole opening shall be designed to meet AASHTO fatigue requirements in accordance with the latest interim revisions to the code, and reinforced with a minimum 2 inch wide hot rolled steel rim. The nominal outside dimension of a single hand hole shall be 6 inches by 27 inches. The single hand hole shall have a tapped hole for mounting the portable winch thereto and include a cover. Unless otherwise noted, the bottom lip of the single hand hole shall be located on the shaft between 30 inches to 33 inches from the baseplate.

7. Pole Top Tenon

The pole shall have a custom plate mounted tenon as detailed in the most recent CDOT Standard Drawing "*CCTV Pole with Lowering Device*".

8. Cable Supports/Electrical Cable Guides and Parking Stand (Eyebolts)

Cable supports, Electrical Cable Guides and Parking Stands shall be as detailed in the most recent CDOT Standard Drawing "*CCTV Pole with Lowering Device*".

9. Ground Lug

A ground lug shall be provided within the interior base of the pole for connection to a grounding system conforming to the requirements of Revision 614 – Grounding and Bonding. A bare copper ground wire shall be provided by the Contractor between the pole's ground lug and a ground rod adjacent to the pole's caisson to provide grounding. The ground wire shall be installed in a dedicated conduit (0.5 inch diameter, minimum) within the pole caisson as provided by the Contractor. The Contractor shall bond the ground wire to the pole's ground

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### **REVISION OF SECTION 614 CCTV POLEWITH LOWERING DEVICE**

lug and the ground rod. The Contractor shall furnish and install a copper coated steel ground rod (0.625 inch diameter and 8 feet long, minimum) and bond the ground rod to pole's ground lug. The cabinet ground busbar and electrical disconnect (if applicable) shall be bonded to the pole's ground lug through the use of ground wire. The size of the ground wire, bonding methods, and ground rod installation, material and size shall be in conformance with Article 250 of the current edition of National Fire Protection Association (NFPA) 70 National Electric Code (NEC), unless otherwise specified by the Engineer.

#### 10. Base Plates

At a minimum, base plates shall conform to ASTM A36 Standard Specification for Carbon Structural Steel or A572 Grade 50. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration butt weld with backup bar. Plates shall be hot dip galvanized per the requirements of the contract documents.

#### 11. Anchor Bolts

At a minimum, anchor bolts shall conform to the requirements of ASTM F1554 Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength Grade 55. The upper 12 inches of the bolts shall be hot dip galvanized per ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware. Each anchor bolt shall be supplied with two hex nuts and two flat washers. The strength of the nuts shall equal or exceed the proof load of the bolts.

### **CONSTRUCTION REQUIREMENTS**

All work shall conform to the specifications referenced herein and the current edition of NFPA 70, and shall comply with applicable regulations as specified in subsection 107.01 of the CDOT Standard Specifications for Road and Bridge Construction.

Each CCTV Pole with Lowering Device shall be installed as described herein. The Contractor shall furnish and install all incidentals necessary to provide a complete working system at each location.

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
LANE CONTROLLER CABINET**

Section 614 of the Standard specifications is hereby revised for this Project as follows:

**DESCRIPTION**

Lane controller cabinet shall be furnished and installed at designated Toll Point locations to house and protect ETC components.

The Lane controller cabinet shall be a Type M Stretch Cabinet furnished for designated tolling field device sites to house and protect tolling equipment, communications equipment and power connections. The tolling equipment will be provided by others.

**MATERIALS**

**Lane Controller Cabinet.** The nominal dimensions shall be as shown in Table 1 below, but the final dimensions shall be coordinated with the Toll System Integrator prior to ordering.

**Table 1 - Communications Cabinet Types**

Cabinet Type	Nominal Dimensions
Lane Controller Cabinet	

Each cabinet shall be UL 508A *Industrial Control Panels* listed and conform to a NEMA Type 3R rating. The cabinets shall be H-32 aluminum conforming to the requirements of ASTM B209 *Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate*.

All bolts, clamps, fasteners, hinges, latches, nuts and screws shall be stainless steel, unless an alternative corrosion proof material is approved in writing by the Department.

A cabinet grounding stud shall be provided in the vicinity of the ground bus mounted on the back panel.

All fabricated materials and added components must be free from burrs and sharp edges. Exterior seams of the cabinet shall be continuously welded with edges ground smooth to a 0.03 inch radius. All welding shall be done with gas tungsten arc welds that comply with AWS B2.1- 22-015 *Standard Welding Procedure Specification for Gas Tungsten Arc Welding of Aluminum* and C5.6 *Recommended Practices for Gas Metal Arc Welding*. All welds shall be neatly formed and free of blisters, blowholes, cracks and other irregularities. All bolts, clamps, fasteners, hinges, latches, nuts and screws shall be stainless steel, unless an alternative corrosion proof material is approved in writing by the Department.

The cabinet door opening shall be designed to prevent dust and moisture intrusion in conformance to NEMA 3R requirements. All flange joints shall be welded or continuously formed. The door shall have an adequately sized, oil-resistant gasket that provides a uniform seal with the door frame surface in conformance with NEMA 3R requirements and shall be permanently bonded to the door. The door shall utilize a continuous stainless steel hinge that allow for door removal from the hinge side. Hinges shall be mounted such that the cabinet door opens out to the left, unless otherwise specified by the Department. Hinges shall be mounted with appropriately sized stainless steel hardware. The door shall be equipped with a hasp and staple for padlocking and a Corbin #2 key lock without impacting the NEMA 3R rating. A document holder constructed of high-impact thermoplastic shall be provided for each lane controller cabinet and permanently mounted to the inside of the door. The Developer shall insert a copy of the

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## REVISION OF SECTION 614 LANE CONTROLLER CABINET

lane controller cabinet Bill of Materials (BOM), individual cabinet component specification sheets and an as-built electrical/low-voltage wiring diagram for the lane controller cabinet in the document holder.

Each lane controller cabinet shall have tapped pads to provide for the mounting of a back and side panels as specified herein.

**Back and Side Panels.** Back and side panels shall be constructed of 0.10 inch Type 5052-H32 aluminum alloy, unless otherwise specified by the Department. The back panel dimensions shall be approximately 25" W x 54" H, and shall be offset from the back of the cabinet with enough air space to allow for mounting screws to be used without penetrating the external cabinet shell. Proposed side panel dimensions shall be submitted to the Department for review based on the selected manufacturer's actual cabinet dimensions. Panels shall mount on fixed bolts inside the cabinet. All associated mounting hardware for the back and side panels shall be included with each communications cabinet and be rated for use in NEMA 3R cabinets.

**Warranty.** The lane controller cabinet manufacturer shall affix a permanent label on the inside of the door that identifies the cabinet type, date of manufacture, warranty expiration date and manufacturer's name. The warranty expiration date shall be expressed in the (mm/dd/yyyy) format. The warranty shall cover all lane controller cabinet materials and workmanship for two (2) years after delivery of each lane controller cabinet.

**DIN Rail.** A DIN rail shall be provided with each cabinet.

**Internal Cabinet Lighting.** Provide a minimum of two light-emitting diode (LED) light strips per door opening to provide illumination for the entire cabinet interior. Each door opening shall also be equipped with a door switch to activate the cabinet lighting. LED light strips and door switches shall be mounted such that they do not interfere with use of rack space or other devices in the cabinet and shall be easily removable for replacement.

**Ventilation.** Provide two (2) independently wired, 100 CFM exhaust fans near the top of the cabinet that are controlled by independent adjustable thermostats. Provide filtered air intake ports with removable and replaceable filter on the bottom third of each access door.

**Grounding Bus Bar.** Equipment ground bus bars shall be provided for each cabinet. Bus bars shall be UL listed and be fabricated from solid, 110 alloy copper. Each bus bar shall accommodate a minimum of seven (7) lug positions. The equipment grounding bus bar shall provide an additional 25% lug position capacity over the amount of terminations utilized for the Project. Multiple bus bars may be used within each cabinet, if the interior dimensions of the cabinet do not allow for the use of a larger bus bar. Each bus bar shall include insulators, stand-off brackets, snap on covers, and stainless steel mounting hardware.

**Insulation.** Provide R-4 insulation on interior, sides, top and all doors.

**Circuit Breakers.** An appropriately sized terminal block for accepting the power feed wires from the toll point UPS and three (3) circuit breakers (two 20 amp branch circuits and one 40 amp main) shall be provided with the cabinet. The breakers shall be DIN rail mountable.

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**REVISION OF SECTION 614  
LANE CONTROLLER CABINET**

**Cabinet Riser:** A minimum 12” high riser is required for the tolling point cabinets. The riser shall be constructed from the same material as the cabinet and shall include a connection mechanism to which the cabinet can be attached. The bottom of the riser shall be solidly connected to the pad.

**Foundation.** Each Communication Cabinet shall include a polymer concrete or poured concrete pad that extends at least 2’-6” beyond the cabinet base on each cabinet door side and at least 6” beyond the cabinet base on the other two sides. The cabinet base shall be sealed around the conduits.

**CONSTRUCTION REQUIREMENTS**

Each lane controller cabinet shall have tapped pads to provide for the mounting of a back panel as specified herein.

Conduit accesses into all cabinets for electrical wiring, specific field device low-voltage control cabling, waveguides and fiber optic cabling, shall be plugged with a manual plug (no foam sealant is allowed). After installation, the top of the cabinet should be approximately 5 feet above the prevailing ground line.

Conduit accesses into the cabinet for electrical wiring, specific field device low-voltage control cabling, and fiber optic cabling, shall be plugged with a manual plug (no foam sealant is allowed).

Cable management and strain relief shall be employed within the communications cabinet. Cables shall be labeled and neatly organized using cable ties and/or Velcro. Velcro shall be used on fiber optic jumper cables or bundles of cables containing fiber optic jumper cables.

See project specific Testing & Integration Plan for additional requirements.

**REVISION OF SECTION 614  
ITS SYSTEM AS-BUILT DOCUMENTATION**

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

**DESCRIPTION**

The Contractor shall complete and transmit to the Department the ITS as-built documentation as part of the final submittals on the Project.

**MATERIALS**

There are no materials requirements associated with this special provision.

**CONSTRUCTION REQUIREMENTS**

The Contractor shall document the as-built device, communications, and power infrastructure placement and material information. The Contractor shall clearly mark the plan sheets with red ink describing the as-built condition of all elements installed, including all changes made to fiber optic splicing. The as-built markups shall include the following information related to location markers:

- (1) Type of location marker installed
- (2) Distances between location markers
- (3) Distances between pull boxes and manholes to ITS devices
- (4) The distance and location to each CDOT utility point of service connection source point which the local utility companies have provided, including electrical power, transformer source, and telephone pedestals.

At the end of the Project, the Contractor shall create a legible PDF scan of the marked up as-built drawings, and submit the hard copy and PDF to the Department.

The Contractor shall complete the following forms included in this special provision:

- (1) Form 1411—ITS Device Installation Checklist
- (2) ITS As-Built Documentation Form
- (3) Fiber Optic Cable As-Built Documentation Form

Prior to filling out forms, the Contractor shall review the forms and instructions and request all necessary clarification from the Department. Instructions for Form 1411 are included in this special provision.

The Contractor shall request from the Department electronic copies of the ITS As-Built Documentation Form and the Fiber Optic Cable As-Built Documentation Form. The Contractor shall fill out the electronic forms and provide the completed forms to the Department. The file name of the electronic forms shall include the form type, the five-digit construction subaccount number, and a description of the installation location.



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**REVISION OF SECTION 614  
ITS SYSTEM AS-BUILT DOCUMENTATION**

**FORM 1411 INSTRUCTIONS**

The following instructions are provided for information to the Contractor. The Contractor shall direct all questions regarding form 1411 to the CDOT ITS Engineer.

*Project Engineer / Installer / Contact # / Installation Date*

Fill in the name (first, last) of the Project Engineer and device Installer and phone numbers for both parties. Fill in the date of installation.

*Device Type*

Place a check next to the type of device being installed, or fill in the box marked "Other."

*Location / Roadway / Direction / Crossroad / Mile Marker*

Fill in the name of the major roadway on which the device is installed, the direction of travel on the side of road on which the device is installed, the nearest crossroad, and highway mile marker to the nearest hundredth of a mile. For the direction of travel, odd numbered highways are always considered north-south highways and even numbered highways are always considered east-west highways.

*Latitude / Longitude / Altitude*

Fill in the latitude, longitude, and altitude using the method described and the precision and accuracy defined in the special provision Revision of Section 614 – Global Positioning System (GPS).

*Manufacturer / Model # / Warranty Start / Warranty Expiration Date / Warranty Contact Information*

Fill in the manufacturer name, device model number, manufacturer warranty state date, warranty expiration date, and warranty contact information. The warranty contact information shall be the name and telephone number of the party responsible for addressing warranty issues with the device.

*Maintenance Responsibility*

With input from the Department, check the applicable box to identify the CDOT personnel responsible for maintaining the device. If a specific CDOT region is responsible, define whether region maintenance or traffic group is responsible for maintenance.

*Travel Time to Device from Golden, CO*

Use a reliable mapping tool to provide an approximate travel time in minutes (assuming no traffic) from 425 Corporate Circle, Golden, Colorado, 80401 to the device location. Google maps, Apple maps, and Bing maps are examples of reliable mapping tools.

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**REVISION OF SECTION 614  
ITS SYSTEM AS-BUILT DOCUMENTATION  
FORM 1411 INSTRUCTIONS (CONTINUED)**

*Equipment Access*

Briefly describe how maintenance personnel will access both the communications cabinet and device. If the communications cabinet is at ground level and the device requires a bucket truck for access, write "Cabinet ground level, device bucket truck" or something similar.

*Roadway Closure Requirements for Maintenance*

Describe what portion of the paved roadway is required to be occupied by a maintenance vehicle to access the communication cabinet and device.

*Communications / Additional Communication Notes*

Check the appropriate box for the type of communications used for the device, or fill in the box marked "Other." Provide additional applicable communications notes.

*Device Purpose*

With input from the Department, check the applicable box to identify the purpose of the device.

*Pictures*

Check that each described picture (at a minimum) has been taken and provided in a digital format to the Department. Label each picture file with the major street name, mile marker to the nearest hundredth, device type, and brief description of the picture (e.g. cabinet).

*Power Provider / Contact / Account*

Insert the name of the power service provider, power company contact phone number, and account number for the device service. If no new power service was provided for the device, fill in "NA"

*Comm. Provider / Contact / Account*

Insert the name of the communications service provider, communications service contact phone number, and account number for the device service. If communications is via CDOT's network, fill in "CDOT".

*Provide redline as-builts*

Check the box after redline as-builts of power and communications service points are provided as described.

*Additional Notes*

Fill in additional notes that are relevant to future maintenance operations.

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**REVISION OF SECTION 614  
 ITS SYSTEM AS-BUILT DOCUMENTATION**

<b>COLORADO DEPARTMENT OF TRANSPORTATION            ITS AS-BUILT DOCUMENTATION FORM</b>					
Project Engineer:		Installer:		Installation Date:	
Engineer Contact #:			Installer Contact #:		
<b>Fiber</b>					
Cable Size:		Cable Type:		Owner:	
Cable Manufacturer:			Cable Length:		
Fiber Marker Sequential Between Devices:					
Optical Wavelengths to Each Communication Device at the Port Level:					
Patch Panel Size:		Patch Panel Type:		Port Status (Active/Unused):	
Patch Panel Manufacturer:			Patch Position (for each fiber):		
<b>Communication Device</b>					
Type:		Manufacturer:			
Configuration:			Port Type:		
Fiber Strand Corresponding to Each Active Port:					
Port Wavelength:					
<b>Splice Enclosure</b>					
Splice Enclosure Type:			Splice Enclosure Manufacturer:		
Owner:		Installer:		Date Installed:	Location Type:
Location Description:			Grounding Method:		
Site-Specific Comments:					
<b>Electronic Marker</b>					
Marker Type:			Marker Manufacturer:		
Marker Color:			Marker Frequency:		
<b>Conduit System</b>					
Buried Depth:			Encasement Type:		
Manufacturer:		Model:		Measured Length:	
Length Source:		Duct Bank Height:		Duct Bank Width:	
Installation Date:		Material:		Construction Status:	
Duct Availability:					

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REVISION OF SECTION 614  
ITS SYSTEM AS-BUILT DOCUMENTATION

FIBER OPTIC CABLE AS-BUILT DOCUMENTATION FORM

COLORADO DEPARTMENT OF TRANSPORTATION  
**FIBER OPTIC CABLE AS-BUILT DOCUMENTATION FORM**

TO NEXT PULL BOX OR MANHOLE

CABLE MEASUREMENT OUT:

PULL BOX OR MANHOLE ID:  
MAJOR STREET OR HIGHWAY:

CABLE ID NUMBER:

CABLE MEASUREMENT IN:

SPLICE POINT	YES	NO
CABLE END SPLICE	YES	NO
NUMBER OF LATERAL CABLES:		

CABLE MEASUREMENT OUT:

PULL BOX OR MANHOLE ID:  
MAJOR STREET OR HIGHWAY:

CABLE ID NUMBER:

CABLE MEASUREMENT IN:

SPLICE POINT	YES	NO
CABLE END SPLICE	YES	NO
NUMBER OF LATERAL CABLES:		

CABLE MEASUREMENT OUT:

PULL BOX OR MANHOLE ID:  
MAJOR STREET OR HIGHWAY:

CABLE ID NUMBER:

CABLE MEASUREMENT IN:

SPLICE POINT	YES	NO
CABLE END SPLICE	YES	NO
NUMBER OF LATERAL CABLES:		

TO NEXT PULL BOX OR MANHOLE

Page:

**REVISION OF SECTION 614  
GLOBAL POSITIONING SYSTEM (GPS)**

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

**DESCRIPTION**

The Contractor shall provide Global Positioning System (GPS) Coordinate information for all device, conduit, pull box and manhole locations on this Project. Coordinates of both proposed and existing devices in the project limits shall be provided.

**MATERIALS**

Documentation verifying the type of GPS unit being proposed for use and the specifications of the unit shall be provided to the Department for review prior to data gathering.

**CONSTRUCTION REQUIREMENTS**

The Contractor shall provide geodetic datum for all roadway devices, conduit, fiber optic pull boxes and manholes within the project limits. This shall include Intelligent Transportation System devices, communications cabinets, traffic signal controller cabinets, ramp metering cabinets, automated traffic recorder cabinets, conduit, pull boxes and fiber optic cable running line manholes.

The Contractor shall use a device designed specifically for mapping GPS information to Universal Transverse Mercator (UTM) Zone 13 coordinate system utilizing 1983 North American Datum (NAD83). Cell phones with GPS capabilities shall not be allowed for determining GPS location.

The GPS data shall be expressed in Latitude and Longitude and Universal Transverse Mercator (UTM) Zone 13 utilizing 1983 North American Datum (NAD83). Altitude shall be expressed in meters:

Latitude and Longitude shall be provided in Decimal Degree (DD) format to a precision of six decimal places.

Example - Latitude: \_\_\_\_\_ Longitude \_\_\_\_\_ Altitude (m) \_\_\_\_\_

North American Datum shall be provided in coordinates to a precision of three decimal places.

Example - X (easting) \_\_\_\_\_ Y (northing) \_\_\_\_\_ Z (m) \_\_\_\_\_

For data collection, the Contractor shall use the averaged waypoint. Minimum averaging time at each location shall be two minutes prior to documenting the information.

Accuracy tolerances for data collected by the GPS unit shall be within a maximum of 1 meter.

The Contractor shall completely fill in all information on the forms provided with Revision of Section 614 – ITS As-Built Documentation for submittal to the Department.

**REVISION OF SECTION 614  
ETHERNET ROUTER (5150)**

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

**DESCRIPTION**

For this Project, Ethernet Router shall be a Ciena 5150 Carrier Ethernet Service Aggregation Switch (SAS), utilizing 1 Gigabit small form-factor pluggable (SFP) and 10 Gigabit small form-factor pluggable (XFP) optic modules, installed in the traffic management system building to bi-directionally transport Ethernet data to and from Ciena 3930 Carrier Ethernet Service Delivery Switches.

The Ethernet switch shall have forty eight 1 Gigabit ports. The switch shall also have four 10 gigabit ports. 1 gigabit ports and 10 gigabit ports shall have SFP and XFP optic modules, as shown and described in the Project Plans and the Project Specifications. All SFP and XFP optic modules shall be paid for as part of the Ethernet Router item. Additionally, a SFP + optic module, if required for connection between a Ciena 5160 and the proposed Ciena 5150 shall also be paid for as part of the Ethernet Router item.

A single mode, 9/125 um optical attenuator to match the wavelength of the SFP and XFP optic modules shall be included and installed in the receive port of the SFP and XFP on the Ciena 5150 Ethernet Switch, unless otherwise specified by the Engineer. Optical attenuators shall be provided and paid for as part of the Ethernet Router item.

**MATERIALS**

The Ethernet switch shall be configured with 48 100M/1000M SFP Ethernet ports two 10 Gigabit Module Slots and two 10 Gigabit XFP ports per module.

The Contractor shall furnish and install the Ethernet switch and associated items shown in Item Table A below. The Contractor shall also furnish the Ethernet switch software and maintenance licenses show in Item Tables B and C. Tables A, B and C describe items to be included with a single 5150 Carrier Ethernet Service Aggregation Switch.

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**REVISION OF SECTION 614  
 ETHERNET ROUTER (5150)**

Table A – Ciena 5150 Carrier Ethernet SAS Switch, Hardware Description

Item Description	Item Number	Quantity
CN 5150,(48)100/1000M SFP,(2)SLOTS 10G DUAL XFP MODULE,EXT. TEMP,(2)SLOTS AC OR DC PLUG POWER SUPPLY	170-5150-900	1
AC PLUGGABLE POWER SUPPLY,CN 5150	170-0100-902	2
AC POWER CORD, IEC C13, 5-15P,125VAC,10A, 10FT	170-0044-900	2
CONSOLE SERIAL CABLE,RJ45 EIA TO DB9 FEMALE FOR DIRECT CONNECTION TO LAPTOP,6FT	170-0063-900	1
10GIG, SM XFP, LC CONNECTOR, 40 KM, 1550 NM, EXTENDED TEMPERATURE	XCVR-A40V55	As indicated on the Plans
10GIG,SM XFP,LC CONNECTOR, 80KM,1550 NM,EXTENDED TEMPERATURE	XCVR-A80V55	As indicated on the Plans
CN 5150,(2)10GIG XFP MODULE	170-5101-900	1
10/100/1000M, SFP TRANSCEIVER, RJ45 CONNECTOR, SGMII, 100 METERS, EXTENDED TEMPERATURE	XCVR-A00CRJ	As indicated on the Plans
100M/1GIG, SM SFP OPTIC, LC CONNECTOR, 10 KM, 1310 NM, EXTENDED TEMPERATURE	XCVR-A10Y31	As indicated on the Plans
100M/1GIG, SM SFP OPTIC, LC CONNECTOR, 40 KM, 1310 NM, EXTENDED TEMPERATURE	XCVR-A40Y31	As indicated on the Plans
10GIG, SM SFP+, LC CONNECTOR, 40 KM, 1550 NM, EXTENDED TEMPERATURE (for existing Ciena 5160)	XCVR-S40V55	As indicated on the Plans

Table B – Ciena 5150 Carrier Ethernet SAS Switch, Software Description

Item Description	Item Number	Quantity
SAOS ADVANCED ETHERNET PERPETUAL SOFTWARE LICENSE FOR 48-PORT CN 5150 CHASSIS	170-0205-904	1
SAOS ADVANCED ETHERNET PERPETUAL SOFTWARE LICENSE FOR CN 5150 (2) 10 GIG MODULE	170-0205-905	1
SAOS ADVANCED SECURITY PERPETUAL SOFTWARE LICENSE FOR USE WITH SAOS 6.X	170-0204-900	1
ESM CARRIER ED RIGHT TO MANAGE PERPETUAL SOFTWARE LICENSE FOR 48-PORT CN 5150 CHASSIS	170-0301-904	1
ESM CARRIER ED RIGHT TO MANAGE PERPETUAL SOFTWARE LICENSE FOR CN 5150 (2) 10GIG MODULE	170-0301-905	1

Table C – Ciena 5150 Carrier Ethernet SAS Switch, Maintenance License

Item Description	Item Number	Quantity
GLOBAL 5150 SMARTSUPPORT - 3 YEARS	80M-5150-SSP	1
GLOBAL 5150 STANDARD HARDWARE REPAIR 10-DAY - 3 YEARS	80M-5150-HWM	1
GLOBAL 5150 NEXT BUSINESS DAY SHIP MANAGED SPARES - 3 YEARS	80M-5150-NBS	1

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### **REVISION OF SECTION 614 ETHERNET ROUTER (5150)**

All associated hardware and materials not listed in the item tables are considered subsidiary and required for a complete installation and shall be included as part of the work.

Each Ethernet Router shall be capable of G.8032 ring protection configuration in conformance with the Ciena Ethernet Design and Configuration Services per the Colorado Department of Transportation (CDOT) requirements. CDOT will configure basic IP schema for each Ethernet Router.

Final configuration for data transport and G.8032 configuration will be conducted by CDOT personnel after network burn in.

If field changes are made which affect the original Contractor's material order for the Ethernet switches and require any changes of the original Ethernet Router order, the Contractor shall ensure that the Ciena distributor is contacted and made aware of such changes to alleviate any possible delays in delivery and installation.

If for any reason the switch or associated materials are defective or are damaged at the time of installation, the item shall be removed and replaced by the Contractor at no additional cost to the Project. Items shall also be replaced if there are any failures, including due to manufacture's defects. These replacements shall be included with the work at no additional cost to the Project.

Neither the Ciena distributor nor Ciena Corporation has been involved in the design of the Project network. The Contractor shall contact the Ciena distributor for equipment quotations and purchasing purposes only. The Contractor shall not contact or rely on either the Ciena distributor or Ciena for network design related questions. It is the Contractor's responsibility to provide the distributor's representative all information required pertaining to the complete network design as shown in the Project plans. All questions pertaining to the network design shall be conducted through the Department for help or clarification.

When requesting quotations, the Contractor shall submit to Ciena distributor or Ciena a complete package including the following items:

1. A complete list of required equipment for purchase including materials and quantities based on the individual item listed in the Project specifications. This includes items to achieve work completed and installed per the Project plans.
2. A PDF copy of all Project specifications pertaining to the material being ordered.
3. A PDF copy of all networking Project plan sheets.

### **CONSTRUCTION REQUIREMENTS**

The 5150 Ethernet switch shall be installed in traffic management system buildings and will be connected via the fiber optic backbone to Ciena 3930 SDS at communication cabinet field device locations. Each Ethernet Router shall have a SFP optic module matching those in the field Ethernet switches as shown in the Plans. The 5150 SAS Ethernet switch shall also be connected to existing Ciena 5150 and Ciena 5160 as shown in the Plans. This connection shall be made via the backbone fiber as designated on the Plans and described herein.

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**REVISION OF SECTION 614  
ETHERNET ROUTER (5150)**

When using CWDM, the Contractor shall install single mode, bend insensitive, pre-connectorized duplex patch cables with a polyurethane jacket for connection from the CWDM mux/demux to the individual CWDM 1 Gigabit SFP modules in the Ciena 5150. The Contractor shall also install single mode, bend insensitive, pre-connectorized duplex patch cables with a polyurethane jacket for connection from the fiber optic termination panel to the XFP optic modules. Connectors for the patch cable shall be LC for the SFP, XFP and SFP+ optic modules. The Contractor shall verify the required connectors for each patch cable.

Ethernet Router shall include SFP optic modules, XFP optic modules, optical attenuator, power supplies, power cables, licenses, switch software, maintenance license, wiring, patch cables, and documentation.

**REVISION OF SECTION 614  
ETHERNET ROUTER (5160)**

Section 614 of the Standard Specifications are hereby revised for this Project to include the following:

**DESCRIPTION**

1. For this Project, Ethernet Router shall be a Ciena 5160 Carrier Ethernet Service Aggregation Switch, utilizing Enhanced Small Form-factor Pluggable (SFP+) optic modules, installed in the existing node building to aggregate existing local and remote Ciena 5150 Carrier Ethernet Service Aggregation Switches at 10 Gigabits per second (Gbps). The Ciena 5160 Carrier Ethernet Service Aggregation Switch shall interface to an existing Ciena 6500 Packet-Optical Platform Switch at 10 Gbps, unless otherwise specified by CDOT.
2. The Ciena 5160 Carrier Ethernet Service Aggregation Switch shall have the ability to accept up to a maximum of twenty-four (24) 1 Gbps or 10 Gbps multi-rate SFP+ ports. All 10 Gigabit Small Form-factor Pluggable (XFP) optic modules for Ciena 5150s that will interface with the Ciena 5160 as part of this Project shall be provided by the Contractor. Additionally, the SFP+ optic module for the Ciena 5160 that is needed to interface with both the Ciena 5150 and 6500 shall also be provided by the Contractor.
3. A single mode, 9/125um optical attenuator to match the wavelength of the XFP optic modules shall be included and installed in the receive port of the fiber optic termination panel that is connected to the XFP in each remote Ciena 5150 (located in Node 2 and Port of Entry communication node buildings) interfacing with the Ciena 5160, unless otherwise required by the Engineer. Single mode, 9/125um optical attenuators to match the wavelength of the SFP+ optic module shall be included and installed in the receive port of the fiber optic termination panel that is connected to the SFP+ on the Ciena 5160, unless otherwise required by the Engineer. Optical attenuators shall also be provided by the Contractor

**MATERIALS**

The Ciena 5160 Carrier Ethernet Service Aggregation Switch shall be configured with twenty-four (24) 10G SFP+ ports, one (1) 10/100/1000M RJ-45 management port, one (1) console port (RJ-45, EIA-561), sixteen (16) external alarm inputs, one (1) RJ-45 sync input/output port and two (2) SMB sync input/output ports.

The Contractor shall furnish and install the Ciena 5160 Carrier Ethernet Service Aggregation Switch and associated items shown in Item Table A below. The Contractor shall also furnish the Ethernet switch software and maintenance licenses shown in Item Tables B and C. Item Tables A, B and C describe items to be included with a single 5160 Carrier Ethernet Service Aggregation Switch.

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**REVISION OF SECTION 614  
 ETHERNET ROUTER (5160)**

Table A – Ciena 5160 Carrier Ethernet SAS Switch, Hardware Description

Item Description	Item Number	Quantity
5160,(24)1G/10G SFP+, EXT. TEMP, (2) SLOTS AC OR DC PLUG POWER SUPPLY	170-5160-900	1
5160, AC PLUGGABLE POWER SUPPLY, WIDE RANGE 120/240V	170-0070-900	2
AC POWER CORD, IEC C13, 5-15P,125 VAC,10 A, 10 FT	170-0044-900	2
DB-9F TO EIA-RJ45M STANDARD, 6 FT SERIAL CONSOLE CABLE	170-0063-900	1
10GIG, MM XFP OPTIC, LC CONNECTOR, 300 METERS, 850 NM, EXTENDED TEMPERATURE (FOR EXISTING 5150s ONLY)	XCVR-A00Z85	AS REQUIRED ON PLANS
10GIG, MM SFP+, LC CONNECTOR, 300 METERS, 850 NM, EXTENDED TEMPERATURE	XCVR-S00Z85	AS REQUIRED ON PLANS
10GIG, SM SFP+, LC CONNECTOR, 80 KM, 1550 NM, EXTENDED TEMPERATURE	XCVR-S80V55	AS REQUIRED ON PLANS
SFP+, 10GE/FC1200, 850 NM (FOR EXISTING 6500 ONLY)*	160-9111-900*	AS REQUIRED

\* Assumes 5160 will interface to a 4x10G OTR card (NTK530QA) in existing 6500; Contractor to confirm with CDOT.

Table B – Ciena 5160 Carrier Ethernet SAS Switch, Software Description

Item Description	Item Number	Quantity
SAOS ADVANCED ETHERNET PERPETUAL SOFTWARE LICENSE FOR 5160 SYSTEM	S70-0017-900	1
SAOS ADVANCED OAM PERPETUAL SOFTWARE LICENSE FOR 5160 SYSTEM	S70-0017-901	1
SAOS ADVANCED SECURITY PERPETUAL SOFTWARE LICENSE FOR USE WITH SAOS 6.X	170-0204-900	1
ESM CARRIER ED RIGHT TO MANAGE PERPETUAL SOFTWARE LICENSE FOR 5160 SYSTEM	S70-0018-900	1

Table C – Ciena 5160 Carrier Ethernet SAS Switch, Maintenance License

Item Description	Item Number	Quantity
GLOBAL 5160 SMARTSUPPORT - 3 YEARS	80M-5160-SSP	1
GLOBAL 5160 STANDARD HARDWARE REPAIR 10-DAY - 3 YEARS	80M-5160-HWM	1
GLOBAL 5160 NEXT BUSINESS DAY SHIP MANAGED SPARES - 3 YEARS	80M-5160-NBS	1

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### **REVISION OF SECTION 614 ETHERNET ROUTER (5160)**

All associated hardware and materials not listed in the item tables are considered subsidiary and required for a complete installation and shall be included as part of the work.

Final configuration including all IP schema design for data transport will be conducted by CDOT personnel after installation.

If field changes are made which affect the original Contractor's material order for the Ethernet Router and require any reconfiguration of the original Ethernet switch material orders, the Contractor shall ensure that the Ciena distributor is contacted and made aware of such changes to alleviate any possible delays in delivery and installation. If for any reason the router or associated materials are defective or are damaged at the time of installation by either the Contractor or Ciena, the item shall be removed and replaced at no additional cost to the Project. Items shall also be replaced if any failures occur due to manufacturer's defects, at no additional cost to the Project, prior to the final acceptance.

Neither the Ciena distributor nor Ciena Corporation have been involved in the design of the Project corridor network. The Contractor shall contact the CenturyLink representative for equipment quotations and purchasing purposes only. The Contractor shall not contact or rely on either Ciena distributor or Ciena for network design related questions.

When requesting quotations, the Contractor shall submit to Ciena distributor or Ciena a complete package including the following items:

- a) A complete list of required equipment for purchase including materials and quantities based on the individual Project specifications to achieve a complete item(s) installation.
- b) A PDF copy of all Project specifications pertaining to the material being ordered.
- c) A PDF copy of all networking Project plan sheets.

It is the Contractor's responsibility to provide the distributor's representative all information required pertaining to the complete network design. During the Project, the Ciena distributor or Ciena Corporation is not responsible for any type of network design aide. All questions pertaining to the network design shall be conducted through the Department for help or clarification.

### **CONSTRUCTION REQUIREMENTS**

The 5160 SAS Ethernet switch shall be installed in the existing communications node buildings as require and will be connected via fiber to local and remote 5150s, unless otherwise required by CDOT. The 5160 SAS Ethernet switch shall also be connected to the existing Ciena 6500, unless otherwise required by CDOT.

For 5160 connection to remote 5150s, the Contractor shall install single mode, bend insensitive, pre-connectorized duplex patch cables with a polyurethane jacket for connection from the fiber optic termination panel to the SFP+ optic modules in the Ciena 5160. The Contractor shall also install multi-mode, bend insensitive, pre-connectorized duplex patch cables with a polyurethane jacket for connection from each local 5150 XFP optic module to the SFP+ optic modules in the Ciena 5160 located in the same communications node building. Connectors for the patch cable shall be LC for the XFP and SFP+ optic modules and LC for the fiber optic termination panel.

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**REVISION OF SECTION 614  
ETHERNET ROUTER (5160)**

Ethernet Router 5160 shall include a Ciena 5160 Carrier Ethernet SAS installed and accepted. Also included shall be 10Gig SFP+ multimode optics, 10Gig SFP+ single mode optics, 10Gig XFP multimode optics (for existing local Ciena 5150 switches), 10 Gig XFP single mode optics (for existing remote Ciena 5150 switches), 10Gig SFP+ multimode optics (for existing local Ciena 6500 switch), optical attenuators, power supplies, power cords, console cable, switch operating system, software licenses, maintenance services, basic configuration, wiring, single mode fiber optic pre-connectorized patch cables, multi-mode fiber optic pre-connectorized patch cables, documentation, and testing by the Ciena representative. Ciena representative shall be on-site for testing.

**REVISION OF SECTION 614  
ETHERNET SWITCH (3930)**

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

**DESCRIPTION**

For this Project Ethernet Switch shall be a Ciena 3930 Carrier Ethernet Service Delivery Switch (SDS) for installation in individual Intelligent Transportation Systems (ITS) device communication cabinets and/or variable message sign cabinets to transport Ethernet data to and from ITS Node Buildings and roadway ITS devices as shown in the Project plans. All Ethernet switches shall be manufactured by Ciena.

The Ethernet switch shall utilize Coarse Wavelength Division Multiplexing (CWDM) and Small Form-factor Pluggable (SFP) optic modules. Each switch shall be provided with both a CWDM SFP optic module and a 1310 nm SFP optic module where a two switch per wavelength deployment is utilized (typical design). The Contractor is advised that in certain cases there are more than two switches per wavelength and when this occurs, the switch or switches in the middle shall utilize two 1310 nm SFP optic modules. Optic modules shall be provided as described in the Project Specifications, 614 – CWDM SFP and 614 – Small Form-Factor Pluggable – 1310 nm SFP as part of this specification package. All optic modules for the Ciena 3930 shall a part of the Ethernet switch item.

The Ethernet switches shall interface with existing Ciena 5150 Ethernet aggregation switches located in existing regeneration node buildings along the Project corridor.

A single mode, 9/125um CWDM wavelength independent attenuator to match the wavelength of the SFP optic modules shall be included and installed in the communications cabinet termination patch panel. Optical attenuators shall be provided as described in the Project Specification, 614 - Coarse Wavelength Division Multiplexing Attenuator.

**MATERIALS**

The Ethernet switch shall be configured with two (2) 1GIG/10GIG SFP+ ports, four (4) 100M/1000M SFP ports and two (2) 10/100/1000M RJ-45 Ethernet ports. User Network Interface (UNI) ports are not required as part of the Ethernet switch.

The Contractor shall furnish and install the Ethernet switch and associated items shown in Item Table A below. The Contractor shall also furnish the Ethernet switch software and maintenance licenses show in Item Tables B and C. Tables A, B and C describe items for a single Ciena 3930 SDS Ethernet switch.

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**REVISION OF SECTION 614  
 ETHERNET SWITCH (3930)**

Table A – Ciena 3930 SDS Ethernet Switch, Typical Hardware Description

Item Description	Item Number	Quantity
3930, (4) 100/1000M SFP, (2) 100/1000M RJ-45, (2) 1G/10G SFP+, EXT.TEMP, (2)SLOTS AC/DC POWER SUPPLY	170-3930-900	1
3930, AC PLUGGABLE POWER SUPPLY, WIDE RANGE 120/240V	170-0014-900	2
AC POWER CORD, IEC C13, NORTH AMERICA	CABL-PW01NA	2
3930 19 INCH RACK MOUNT EARS, FOR USE WITH 1 RU CHASSIS	170-0602-903	2
10/100/1000M, SFP TRANSCEIVER, RJ45 CONNECTOR, SGMII, 100 METERS, EXTENDED TEMPERATURE	XCVR-A00CRJ	2
100M/1GIG, SM SFP OPTIC, LC CONNECTOR, 10 KM, 1310 NM, EXTENDED TEMPERATURE (refer to 614 – Small Form-factor Pluggable SFP)	XCVR-A10Y31	As required per Plans
100M/1GIG, SM SFP OPTIC, LC CONNECTOR, 80 KM, 1xx0 NM,EXTENDED TEMPERATURE (refer to 614 – CWDM SFP) (for Ciena 3930 and existing Ciena 5150 switches)	XCVR-A80Dxx	As required per Plans

xx – values range from 43 to 61 based on required CWDM wavelengths (1430 nm to 1610 nm)

Table B – Ciena 3930 SDS Ethernet Switch, Typical Software Description

Item Description	Item Number	Quantity
SAOS ADVANCED ETHERNET PERPETUAL SOFTWARE LICENCE FOR 3930	S70-0001-900	1
SAOS ADVANCED OAM PERPETUAL SOFTWARE LICENCE FOR 3930	S70-0001-901	1
SAOS ADVANCED SECURITY PERPETUAL SOFTWARE LICENCE FOR USE WITH SAOS 6.X	170-0204-900	1
ESM CARRIER ED RIGHT TO MANAGE PERPETUAL SOFTWARE LICENSE FOR 3930	S70-0005-900	1

Table C – Ciena 3930 SDS Ethernet Switch, Typical Maintenance License

Item Description	Item Number	Quantity
SMARTSUPPORT, 3930, 3 YEARS	80M-3930-SSP	1
HARDWARE REPAIR SERVICE 10 DAY MAINTENANCE, 3930, 2 YEARS	80M-3930-HWM	1
NEXT BUSINESS DAY MANAGED SPARES, CN 3930, 3 YEARS	80M-3930-NBS	1

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### **REVISION OF SECTION 614 ETHERNET SWITCH (3930)**

Matching CWDM SFP optic modules shall also be provided for existing Ciena 5150 Ethernet aggregation switches in each of the regeneration node buildings to which the Ciena 3930 switches communicate since these Ciena 5150 switches are existing and not purchased as part of this Project. Quantities for these Ciena 5150 Ethernet aggregation switch CWDM SFP optic modules are identified in these material tables and are included in the tabulations within the Plans.

Each Ethernet Switch shall be furnished and installed with a G.8032 ring protection configuration in conformance with Ciena's Ethernet Design and Configuration Services per the Colorado Department of Transportation requirements either prior to installation or at the individual installation sites.

Preliminary configuration including all IP schema design for data transport will be conducted by CDOT personnel prior to installation. All final configurations and G.8032 configuration shall also be conducted by CDOT personnel.

If field changes are made which affect the original Contractor's material order for the Ethernet switches and require any reconfiguration of the original Ethernet switch material orders, the Contractor shall ensure that the Ciena distributor is contacted and made aware of such changes to alleviate any possible delays in delivery and installation. If for any reason the switch or associated materials are defective or are damaged at the time of installation by either the Contractor or by Ciena, the item shall be removed and replaced at no additional to the Project. Items shall also be replaced if any failures occur due to manufacturer's defects, at no additional cost to the Project prior to the final acceptance.

Neither Ciena distributor nor Ciena Corporation has been involved in the design of the Project network. The Contractor shall contact the Ciena distributor for equipment quotations and purchasing purposes only. The Contractor shall not contact or rely on either the Ciena distributor or Ciena for network design related questions.

When requesting quotations, the Contractor shall submit to the Ciena distributor a complete package including the following items:

1. A complete list of required equipment for purchase including materials and quantities based on the individual item listed in the Project specifications including those stated work items needed to achieve to complete the work and installation per the Project plans.
2. A PDF copy of all Project specifications pertaining to the material being ordered.
3. A PDF copy of all networking Project plan sheets.

It is the Contractor's responsibility to provide the distributor's representative all information required pertaining to the complete network design as shown in the Project plans. During the bidding process, the Ciena distributor or Ciena Corporation is not responsible for any type of network design aide. All questions pertaining to the network design shall be conducted through the Department for help or clarification.

### **CONSTRUCTION REQUIREMENTS**

The 3930 SDS Ethernet switch will be installed in a communications cabinet or variable message sign and connected via the fiber optic backbone to a communications node building in a protected ring design. Each switch shall normally have both a CWDM SFP optic module and a 1310nm SFP optic module,

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**REVISION OF SECTION 614  
ETHERNET SWITCH (3930)**

except as previously noted where there are more than two switches per wavelength. Each switch shall be configured as part of creating a single carrier Ethernet diverse path sub-ring.

For connection of the switch to the optical fiber network, one (1) lateral fiber optic cable shall be terminated and patch cables shall be installed and connected to the optical ports of the switch. A total of four (4) lateral fiber strands shall be used for data communications to the switch. Two (2) lateral fiber strands shall be used for communications connecting the SFP optics carrying CWDM traffic and two (2) lateral fiber strands shall be used for communications connecting the 1310 nm SFP optics, except as noted where there are more than two switches per wavelength.

Additional splicing is required for the CWDM optical filters at each Ciena 3930 location. The CWDM optical filters shall be used to split a single CWDM wavelength from the multiple wavelengths being transmitted along the fiber strands, including passing a 1310 nm wavelength between Ciena 3930 switch pairs. See Plan sheets for splicing details and 614 – Single Wavelength CWDM Optical Filter.

The Contractor shall provide single mode, bend insensitive, pre-connectorized duplex patch cables with a polyurethane jacket for connection from the coarse wavelength division multiplexing SFP optic module and the 1310 nm SFP optic module. Connectors for the patch cable shall be LC on the Ethernet switch end and ST on the termination end. For Ethernet switches in node buildings, if applicable, proposed termination panels may use LC connectors to accommodate

The high termination requirements of the proposed fiber optic cable, accordingly LC-to-LC patch cables may be utilized at these locations.

The patch cable shall be of sufficient length to span from the termination patch panel to the Ethernet switch SFP ports with a maximum of two (2) feet of slack. They shall be installed in a manner which will not interfere with internal device equipment in the switch enclosure and will include cable management so as not to interfere with future maintenance within the enclosure.

For installations in variable message signs, the Contractor shall install an aluminum backplane on the internal structural supports of the sign housing. It shall be mounted in a location which will not interfere with internal equipment and future maintenance of the variable message sign electronics and cabling. The Ethernet switch shall not be mounted directly on to the variable message sign cabinet wall or sign support.

All material required for mounting of the Ethernet switch in the variable message sign cabinet shall be included in the price of the Ethernet switch.

A field site survey for final placement of the Ethernet switch in the variable message sign cabinet shall be conducted prior to installation.

If required the Contractor shall arrange to provide for a certified Ciena representative either on site or via remote access through the Colorado Transportation Management Center network to aid in the configuration and installation of the Ethernet switch.

See the Revision of Section 614 – Testing and Integration for additional requirements.

Ethernet Switch 3930 shall include Ciena 3930 Carrier Ethernet Service Delivery Switches installed and accepted. Work includes CWDM SFP optic module (for both Ciena 3930 and existing Ciena 5150 switches), 1310 nm SFP optic module, RJ-45 SFP modules, optical attenuator, power supplies, power

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**REVISION OF SECTION 614  
ETHERNET SWITCH (3930)**

cables, CAT6 Ethernet cables, single mode fiber optic pre-connectorized bend insensitive patch cables, material for the Ethernet switch attachment to the interior of the variable message sign, licenses, switch operating system and software, wiring, documentation, and configuration by the Ciena representative. Work includes arranging a Ciena representative to be either on-site or via remote access.

**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

Section 614 is hereby added to the Standard Specifications for this project as follows:

**DESCRIPTION**

The Dedicated Short Range Communications (DSRC) Roadside Unit (RSU) is a short to medium range communications device that provides information and supports Public Safety operations in roadside to vehicle and vehicle to vehicle communication environments. The Roadside Unit is a grade electronic module that must be capable of both transmitting and receiving using DSRC radios, using the 5.9 Gigahertz (GHz) band approved for DSRC use by the Federal Communications Commission (FCC). DSRC is a two-way wireless communication protocol that integrates and implements the appropriate Institute of Electrical and Electronics Engineers (IEEE), and the Society of Automotive Engineers (SAE) standards (IEEE 802.11p, IEEE 1609 family, and SAE J2735 message set dictionary).

**MATERIALS**

The RSU shall be enclosed a single enclosed unit with dual radios, powered through the Ethernet Interface. The 5.9.GHz DSRC radios on the board should be connected to the external Antenna 1 and Antenna 2 interfaces. The board contains a main processor running a Linux-based operating system, working in conjunction with additional processors running the DSRC Software Defined Radios. The RSU should have on board GPS for location services and synchronization, a Power Over Ethernet (PoE) or AC power source with full surge protection, remote management support, an available software development kit (SDK) for application development, and logging and error reporting.

The RSU shall be shipped with a *Global Navigation Satellite System* (GNSS) antenna and two 5.9GHz omni antennas with external lightning protection.

1. 28±2 dB GNSS antenna
2. 5.9GHz Omni Antenna
3. 0-6 GHz Lightning Surge Protection

The minimum requirements for processing, memory, and storage shall be:

1. Processing: 500 MHZ
2. Memory: 256MB DDR RAM
3. Storage: 8GB compact flash

(a) *RSU Environmental Conditions.*

The RSU shall conform to the following environmental conditions:

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

1. Operating temperature range: (-40° Celsius to +65° Celsius) (-30° Fahrenheit to +165° Fahrenheit)
  2. Storage temperature range: (-40° Celsius to +85° Celsius) (-30° Fahrenheit to +185° Fahrenheit)
  3. Operating shock and Vibration: United States Department Of Defense, Military Standard (MIL-STD) 810G, Method 514 and 516
  4. Salt fog: United States Department Of Defense, Military Standard (MIL-STD) 810G, Method 509
  5. Wind: The roadside unit mounting bracket shall be able to withstand winds up to 110 miles per hour per American Association of State Highway and Transportation Officials (AASHTO) 2013, Sixth Edition of the AASHTO Standard Specification for the Supports for Highway Signs, Luminaires and Traffic Signals, with the most recent Interim Revisions
- (b) *RSU Performance*
1. Mean Time Between Failure MTBF: The roadside unit shall remain operational for an average of 200,000 hours under normal environmental conditions.
  2. The roadside unit shall meet the operational availability requirements of 99.9%.
  3. DSRC Radio Receive Range: The roadside unit shall receive DSRC messages throughout a range of 1m to 300m (1ft to 984ft), with a maximum Packet Error Rate of 10.0%, in an open field under the following conditions:
    - A. When receiving on an 802.11p Regulatory class 17 channel(even 10 MHz Service Channel, numbers 172 through 184).
    - B. When receiving Part 1 of the SAE J2735 defined Basic Safety Message (BSM)
    - C. With a BSM transmit rate of 10 Hz
    - D. With a Data Rate of 6 Mbps
    - E. With an RSU antenna centerline height of 8 meters
    - F. With a maximum Basic Safety Message (BSM) transmit Equivalent Isotropically Radiated Power EIRP
  4. DSRC Radio Transmission Range: The roadside unit shall transmit DSRC messages throughout a range of 1m to 300m (1ft to 984ft), with a maximum Packet Error Rate of 10.0%, in an open field under the following conditions:

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

5. When transmitting on an 802.11p Regulatory class 17 channel (even 10 MHz Service Channel, numbers 172 through 184).
6. When transmitting Wave Service Advertisements (WSA), as defined in IEEE 1609.3
7. With a WSA Transmission Rate of 10 Hz
8. With a Data Rate of 6 Mbps

(c) *RSU Enclosure.*

The enclosure shall be designed to comply with the following NEMA requirements:

1. Providing a degree of protection to personnel against access to hazardous parts (indoor/outdoor use)
2. Provide protection of the equipment inside the enclosure against ingress of solid foreign objects, falling dirt and windblown dust.
3. Provide protection with respect to harmful effects on the equipment due to the ingress of water (rain, sleet, snow, splashing water and hose directed water); and that will be undamaged by the external formation of ice on the enclosure.

The enclosure shall provide:

1. Protection classification: *National Electrical Manufacturers Association (NEMA) 4X*, Ingress Protection (IP) 66 rating
2. Provision for the following waterproof (IP66) connector interfaces
3. One Ethernet RJ45,
  - A. IEEE 802.3 10BASE-T, 802.3u 100BASE-TX, PoE 802.3af (Mode A and Mode B)
  - B. Input Voltage: 36 to 57Vdc.
  - C. Pin Configuration: 3/6, 1/2 or 4/5, 7/8
4. Three N-Type (F) Radio Frequency (RF) connectors (one GNSS and two 5.9GHz connectors)
5. Status Indication: The roadside unit shall include a light-emitting diode (LED) to indicate the operational status of the device in accordance with the following protocol: Off – No, Power Blinking Green – Device, Start-Up Solid Green - Device Operational, Amber - Firmware Update in Progress Red-Fault
6. Multipin Digital Interface (Serial Console)

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

7. The external PoE connector shall be compliant with the Outdoor IP66 rating.
8. Internal heat spreader
9. Die-cast Aluminum with a Powder-Coat finish and complete set of mounting holes to suit the particular PCB variant.

(d) *RSU Board.*

The Board shall be designed to provide a compact platform for the deployment of advanced connected vehicle applications and protocol stacks to enhance the performance of the DSRC Radio in mobile environments.

The Board shall provide:

1. Single or Dual channel IEEE 802.11p radio
2. IEEE 1609.1-4 protocol stacks, including security functions
3. Advanced vehicle positioning system, including
  - A. Advanced GNSS positioning system
  - B. Optional Dead Reckoning (DR) using vehicle sensors via Controller Area Network (CAN) bus or VIC inputs
4. High performance application processor for execution of ITS and safety applications
  - A. Processor
  - B. DDR memory
  - C. Linux operating system
5. Interface options
  - A. Ethernet Internet Protocol Version(IP v)4/IPv6 networking)
  - B. *Universal Serial Bus* (USB) 2.0 high-speed, on-the-go (host/peripheral)
  - C. Serial Console (Internal)
  - D. High speed CAN bus interface on VIC connector

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

The Application Processor should run the latest Linux operating system, and ITS applications should be written as Linux application software. Non-volatile (flash memory) storage is accessible via standard Linux file-systems, and user interface devices are accessed via standard Linux Application Programming Interface (API).

(e) *DSRC Radio Transceiver.*

The DSRC radio should be comprised of the following components; Physical Layer Radio Transceiver (PHY), RF, and Medium Access Control (MAC) as described below:

1. Physical Layer Radio Transceiver (PHY).

The physical layer radio transceiver (PHY) shall be IEEE 802.11p compliant which employs advanced mobility receiver algorithms. The PHY RF front-end must provide multiple radio configurations, allowing the Carrier Board to implement single or dual radio DSRC systems.

The RF sub-system provides separate antenna ports for 5GHz bands.

The PHY shall provide 2-antenna diversity transmission and reception for optimum radio performance. The required operating modes and functionality of the PHY are as follows:

- A. Single-channel mode for (1 or 2 antenna diversity operation) and dual-channel mode (1 antenna per channel), 2 independent IEEE 802.11p for radios operating on different radio channels.
- B. 10MHz, (DSRC) channel bandwidth modes.
- C. Dual five GHz RF paths (5.18 GHz to 5.93 GHz)
- D. Transmit mask meeting IEEE 802.11p Class C (5GHz band).
- E. IEEE 802.11p enhanced adjacent channel receiver performance.
- F. Transmit antenna cyclic delay diversity (2 antenna operation only).

2. Medium Access Control Layer.

The MAC shall be IEEE 802.11p compliant and provide fast, time-synchronized channel switching functionality. It should also provide support for multiple queue sets, allowing packets to be queued while the PHY/MAC is operating on another channel.

The MAC shall provide the following operating modes:

- A. Channel switching between 2 channels with independent sets of transmit queues.

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

- B. Single radio, time-synchronized multi-channel operation
- C. Simple single radio channel operation
- D. Dual-radio, multi-channel operation
- E. Independent MAC/PHY entities operating concurrently on different radio channels.
- F. Optional coordination between channels to avoid self-interference when operating on close radio channels.
- G. Dual radio time synchronized multichannel operation.

Other features of the MAC should include Radio Channel Measurements, comprising the following:

- A. Channel utilization (ratio of channel busy time to measurement duration)
- B. Channel active ratio (proportion of time that the radio is tuned to the Service Channel (SCH) or Control Channel (CCH), respectively)
- C. Per-channel statistics (number of packets successfully transmitted, number of packets that failed to transmit, number of packets successfully received, and number of packets received in error. Broken down according to broadcast, multicast, and unicast packets).
- D. Received signal and noise power levels

3. Processor.

The processor shall utilize the Linux operating system and provide flexibility for running multiple applications. The processor shall provide ample processing power for the ITS applications.

A wide selection of services available to applications should be provided, not limited to the following:

- A. Communication services.

The system shall provide a range of communication services for ITS applications. All communication services should be integrated within the Linux networking system. The following network protocols should be provided by the platform:

- (1) IPv6, IPv4 (Linux networking stack)
- (2) IEEE1609.3 WSMP and WME management

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

(3) ETSI TC-ITS G5, GN, GN6 & BTP

These communication protocols should have the capability to operate over the following communication interfaces available on the Unit board namely 10/100Mbps Ethernet and USB 2.0.

B. Ethernet.

The Unit processor shall provide a 100Mbps Ethernet interface (10BASE-T/100BASE-TX) which can be used as part of an application or alternatively used for debugging purposes or remote status and control. The Ethernet interface should be supported by Linux Ethernet device drivers, providing full IPv4/IPv6 over-Ethernet networking functionality.

C. Peripheral Interface Services.

General purpose interface services should be provided to allow interconnection with external peripheral devices and systems.

D. USB-OTG.

A USB 2.0 on-the-go (OTG) port should be available on the Unit Board, and shall be supported by Linux USB host and peripheral device driver APIs.

E. Serial Console.

The Unit Board may provide an optional serial port upgrade via the expansion connector through which the primary operating system console becomes available.

This port should be used primarily for system development and debug operations, but may also be used by applications.

F. Security Services

The Unit Board shall provide hardware security services necessary to support the IEEE 1609.2 and ETSI TS 102 867 standards.

G. Add of field and/or remote upgrade feature to allow messages sets, firmware, application updates.

(f) *Certification Requirements.*

The Roadside Unit must conform to the US Department of Transportations' "DSRC Roadside Unit Specifications Document, version 4.0" and OmniAir certifications. OmniAir certification

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

incorporates specific Wi-Fi and FCC requirements. To ensure conformance with DOT standards, the selected vendor should be on the United States Department of Transportation (USDOT) Research Qualified Products List (rQPL).

(g) *System Software Requirements.*

The RSU software is an application that will run on Wireless DSRC radios. The RSU software shall be able to perform the following requirements, at a minimum:

1. Broadcast SAE J2735 messages over the DSRC radio
2. Receive Wave Short Messages (WSM)
3. Route and forward IPv6 traffic for connected mobile units
4. Capture Communication Message Log (CML)
5. Capture System Status Log (SSL)
6. Transmit periodic heartbeat messages

(h) *Software Environment.*

The software environment shall be a Linux-based operating system which utilizes both Python and C-based components, or other equipment components which perform the requirements.

(i) *Ethernet Interface.*

The RSU software running on the DSRC radio utilizes the Ethernet interface to combine functions of both the Remote System interface (RSI) and the Local System Interface (LSI). This interface shall be able to perform the following requirements, at a minimum:

1. Successfully login to the RSU with the ability to start and stop the application and set configuration parameters
2. The ability to add, delete and modify active list messages
3. Transmit unicast heartbeat messages to a remote host
4. Accept SAE J2735 messages for immediate forwarding on the DSRC radio interface
5. Off-loading log messages about system status and communication history of the device.

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

*(j) Summary of Software Operation.*

The RSU software shall run on Wireless DSRC radio units and perform the following functions, at a minimum:

1. Broadcast SAE J2735 messages on the DSRC radio interface and monitor for forwarded SAE J2735 messages on its Ethernet interface to broadcast on the DSRC radio interface.
2. Log transmitted and received messages on DSRC radio interface (CML)
3. Log system status messages (System Status Log)
4. Receive Wave Short Messages (WSM)
5. Transmit Wave Service Announcements (WSA)
6. Route IPv6 traffic for connected mobile units
7. Transmit periodic heartbeat messages
8. Ensure message signing and verification in accordance with IEEE 1609.2 requirements.

*(k) System Interfaces.*

A brief description of these interfaces is provided below:

<b>Interface</b>	<b>Description</b>
Antenna 1 / 2	5.9 GHz N-Type Male for DSRC radio
LED	Multi-color Light Emitting Diode (LED)
USB	USB Type A female
Digital Interface	Ingress Protection rated connector providing RS232 serial
Ethernet	Ethernet socket with Power over Ethernet
GNSS Antenna	Global Navigation Satellite antenna connector (N-Type Male connector)

*(l) DSRC Antenna Interfaces.*

1. The RSU provides a single DSRC radio set, denoted by interfaces Antenna 1 and ANT2.

A. USB Interface

The USB interface is an IP67 rated USB-Type A Female connector with a threaded collar to provide a tight seal against water and dust.

B. Ethernet Interface.

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

The Ethernet socket takes a RJ45 plug and connects to an internal Power over Ethernet Splitter providing separate power and Ethernet to the board. The internal PoE splitter is configured to support 802.3af Mode A/B.

C. GNSS Interface.

The RSU provides a GNSS interface to receive global positioning data transmitted by satellites.

(m) *Connected Vehicle Applications.*

Dedicated Short Range Communications has evolved significantly over the last 20 years. It is expected that the installed roadside units shall have the capability and flexibility to be integrated with various mobility, safety, and data applications within the Colorado Department of Transportation.

**CONSTRUCTION REQUIREMENTS**

(a) *Installation Requirements.*

1. Powering the Roadside Unit (RSU)

The PoE splitter, internal to the RSU, shall be configured to connect to a PoE (802.3af) Mode A/B Power Supply Equipment (PSE), supplying 48V DC or 110VAC over the Ethernet interface. If the installation site does not support 802.3af, then an additional PoE Injector taking DC input and supplying 48V DC 802.3af Mode A/B output will be required to power the unit. The maximum distance between the PSE and the Powered Device (PD), and the RSU, shall be 100 meters (328 feet). Providing power beyond 100 meters requires an additional PoE extender. Power consumption for the RSU shall not exceed 24 Watts.

2. RSU Antenna Connections.

The RSU requires Omni-directional antenna connected to each DSRC radio and a Global Positioning System (GPS) Antenna connected to the GNSS interface. All Radio Frequency (RF) connectors and lightning surge arresters shall be weatherproofed with self-fusing rubber tape.

3. Lightning Surge Arresters.

The DSRC radios and GNSS receiver on the RSU can be protected by attaching optional Lightning Surge Arresters. If lightning surge arresters are to be fitted, they must be connected directly to the RSU Antenna 1, Antenna 2 and GNSS interfaces. All lightning surge arresters shall be connected to a common earthing/grounding point. An earth grounding wire must be

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**REVISION OF SECTION 614  
DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
ROADSIDE UNIT**

attached to the body of each lightning surge arrester. The earth grounding wires should be connected to same common earth ground point used by the RSU.

4. Omni Directional Antenna.

An optional Lightning Surge Arrester can be connected in-line with each DSRC radio. An earth grounding wire must be attached to the body of each lightning surge arrester. The earth grounding wires are connected to same common earth ground point used by the RSU. The RSU requires Omni-directional antenna connected to each DSRC radio and a Global Positioning System (GPS) Antenna connected to the GNSS interface. All Radio Frequency (RF) connectors and lightning surge arresters shall be weatherproofed with self-fusing rubber tape.

5. Pole Mounting.

The RSU shall have a flat surface, with equally spaced mounting holes and is capable of accepting an optional mounting bracket. The mounting bracket should be attached to facilitate mounting to a vertical or horizontal pole. Adjustable stainless steel straps can be threaded through slots in the mounting bracket to fasten the mounting bracket to the pole. When attaching an RSU to a horizontal pole, the minimum recommended separation between the pole and the Antenna closest to the pole is 2 meters (6.56 feet). For vertical mounting of an RSU, the mounting height of the RSU unit and varies based on roadway topology and ensuring the optimal line of sight.

(b) *DSRC Radio Interface.*

The RSU software running on the DSRC radio shall utilize the DSRC Radio interface to broadcast SAE J2735 messages, transmit Wave Service Announcements (WSA), traveler information messages, Radio Technical Commission for Maritime Services (RTCM) messages, and Geometric Intersection Description (GID)/MAP messages. Dual Radio support must be provided. The following networking support is required, namely:

1. IPv6
2. IPv4
3. Simple Internet Transition (SIT) Tunnel Support
4. System Status Log (SSL)
5. Secure Shell (SSH)
6. *Transport Layer Security (TLS)*

(c) *Software installation*

The RSU software shall run on Wireless DSRC radio units and incorporate field-proven Network Layer, Facilities Layer, and Applications Layer software libraries. In addition, the SDK shall allow users to develop their own applications and customize the system.

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DEDICATED SHORT RANGE COMMUNICATIONS (DSRC)  
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All DSRC radios/RSU software on this project shall include licensing for centralized manufacturer management software capable of remote device discovery, real-time device monitoring, troubleshooting, diagnostics, and automated configuration management

## **REVISION OF SECTION 614 WEATHER MONITORING SYSTEM**

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

### **DESCRIPTION**

This work consists of furnishing, installing, and configuring a weather monitoring station (WMS) at the locations shown on the Plans..

### **MATERIALS**

The WMS shall be specifically designed to monitor and collect real time atmospheric and pavement conditions along with color still frame video images of the roadway. The WMS shall be capable of sending this information to a centralized computer system compatible with existing CDOT ITS infrastructure. The CDOT server will poll the WMS to ask for data on a preset time interval specified by CDOT to transfer and refresh its data. The data from the new Remote Processing Unit (RPU) shall seamlessly integrate with the existing CDOT WMS network servers.

The Contractor shall provide a detailed description (technical cut sheets) of the WMS to be supplied and the experience of the vendor/matrix manufacturer in supplying such WMS to other agencies. The Contractor shall also provide written justification of the selection process used in the selection of a WMS vendor/matrix manufacturer. Such justification shall assure that CDOT receives a state of the art WMS from a responsible vendor/matrix manufacturer that is compatible with the existing statewide WMS system currently in place. CDOT may require the Contractor to document the proposed WMS can provide interoperability and connectivity to the existing statewide WMS system. The WMS equipment vendor chosen by the contractor must have at least ten successful WMS installations in North America. As part of the equipment approval process, CDOT may ask the Contractor to provide the names of at least ten agencies, with names, telephone numbers and contact person to verify said WMS installations were successful

The WMS shall include a remote processing unit, a precipitation type sensor, an air temperature/relative humidity sensor, an ultrasonic wind sensor, wired road surface sensors, a wired sub-surface sensor, non-intrusive road surface condition sensors, a pan-tilt-zoom camera, and all mounting and attachment hardware, cables, test equipment, and manufacturer site commissioning necessary for a full and complete installation.

(a) *Remote Processing Unit (RPU).*

The RPU shall gather, process, and store data from all WMS devices. The RPU shall transmit the data to a centralized server upon polled request. The RPU shall utilize a Linux based operating system, and shall be capable of multi-tasking operations that optimizes data acquisition from all connected devices. The RPU design shall maximize the use of solid-state components; no platter type drives or mechanized parts will be permitted. The RPU shall incorporate "watch-dog" circuitry and monitor its own operation and reset itself if the RPU software enters an indeterminate state. The RPU shall also have the capability to be reset from the centralized server. The RPU shall include a minimum of two 10/100 Ethernet ports. The RPU shall include 20 differential and 11 single-ended channels. The RPU shall include ten serial ports configurable for RS-232 or RS-422/485 operating at full or half duplex from 300 to 115,200 bits per second. All circuitry of the RPU, the voltage inputs, the sensor inputs, and the communications ports shall be designed and tested to provide transient voltage and surge protection. The RPU shall include lightning protection for all channels and serial ports including auto-reset circuit breakers for power. The RPU shall operate in a range of

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## REVISION OF SECTION 614 WEATHER MONITORING SYSTEM

100 to 130 volts alternating current (VAC) at 50 to 60 Hertz (Hz) and shall use not more than 60 watts of continuous power.

The RPU shall have the capability of being modified to utilize solar power and other power sources in place of conventional commercial electric power. Solar powered RPU sites shall operate a minimum of 72 hours without sunlight or solar charging of the batteries.

All RPU electronics shall be capable of operation over a minimum temperature range of -40°F to 160°F and 0 percent to 90 percent relative humidity non-condensing. The RPU shall support full software configuration via a standard web browser. The RPU shall be capable of communication to the centralized server via serial RS-232/422/485 utilizing point to point protocol (PPP) or point to multi-point protocol (PMPP) or 10/100 Ethernet connection utilizing Transmission Control Protocol/Internet Protocol (TCP/IP). The RPU hardware and software provided shall be compliant with the most current Federal standard National Transportation Communications for ITS (NTCIP) Environmental Sensor Station (ESS) protocols.

At minimum the RPU shall be capable of collecting data from the following:

1. one wired precipitation type sensor
2. one wired air temperature/relative humidity sensor
3. four wired road surface/sub-surface sensors
4. one wired ultrasonic wind speed/direction sensor
5. one non-intrusive pavement condition sensor
6. one non-intrusive pavement temperature sensor
7. one wired pan-tilt-zoom camera

The RPU shall include a National Electrical Manufacturers Association (NEMA) 4 rated lockable aluminum enclosure that is resistant to damage by weather and vandalism. The NEMA 4 enclosure shall be large enough to house all RPU electronics, power supplies, and communication equipment.

(b) *Precipitation Type Sensor.*

The precipitation sensor shall utilize optical, infrared technology to detect precipitation with beam interruptions by precipitation particles. The precipitation type sensor shall sense the onset and cessation of precipitation in the form of rain, snow, sleet, and freezing rain and shall indicate when precipitation is occurring. The sensor shall provide all precipitation classification, measurements of intensity or water accumulation, as well as visibility. It shall provide proper operation over a minimum temperature range of -22°F to 140°F. The sensor shall operate to specifications at cable lengths up to 150 feet from the RPU.

(c) *Air Temperature/Relative Humidity Sensor.*

The Air Temperature/Relative Humidity Sensor shall have an air temperature-sensing element that operates within the temperature range of -40°F to 176°F. The relative humidity sensing shall measure a range from 10 to 100 percent relative humidity. The minimum operating temperature range shall be -31°F to 158°F. System dew point temperature shall be calculated from the air

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**REVISION OF SECTION 614  
WEATHER MONITORING SYSTEM**

temperature and relative humidity. The air temperature/relative humidity sensor shall operate to specifications at cable lengths up to 1000 feet from the RPU.

(d) *Ultrasonic Wind Sensor.*

The ultrasonic wind sensor shall measure wind speed and direction without moving parts. The sensor shall be corrosion resistant and satisfy IP66 and IP67 ratings. The sensor shall include both 0 to 5000 millivolt analog and RS-232/RS-485 digital outputs. The sensor shall have an operating range of 0 to 145 miles per hour, with a survival operation limit of 190 miles per hour. Accuracy for measured wind speed shall be less than 3 percent of actual wind speed. Wind speed direction operating azimuth shall be measurable from 0 to 360 degrees, with an accuracy of +/- 2 degrees, and resolution of 1 degree. The minimum operating temperature range shall be -40°F to 140°F. The sensor shall include provisions to deter animal perching and nesting. The sensor shall operate to specification at cable lengths up to 30 feet from the RPU, and include all mounting hardware.

(e) *Wired Road Surface Sensors.*

The wired road surface sensor shall be a single passive solid-state electronic device that is capable of detecting:

- (1) Road surface temperature as measured from the top of the sensor from -40°F to 175°F.
- (2) Moisture presence on road surface 32°F (0°C)
- (3) Depth of moisture on roadway from 0.12 to 0.50 inches
- (4) Road moisture conductance for determining chemical presence.

The sensor shall be designed for mounting in the roadway for accurate measurement, without interfering with vehicle travel. The sensor shall be constructed of materials that have thermal characteristics similar to common pavement materials and approximate the roadway pavement color and texture. The sensor shall be manufactured with an integrated pre-attached cable up to 300 feet long for connection to the RPU. The sensor shall operate to specification at cable lengths up to 5,000 feet from the RPU when used with extension cable specified by the manufacturer. The sensor shall come with a limited lifetime warranty from the vendor with a minimum 40,000 hour mean time between failures (MTBF).

The sensor shall be compatible with the RPU provided and shall supply data for calculating, freezing point temperature of roadway moisture, ice-control-chemical solution percentage for commonly used ice-control-chemicals, and road surface conditions including wet, dry, snow, and ice. The quantity of wired road surface sensors and desired sensor detection locations shall be provided on the Plans or by the Project Engineer.

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WEATHER MONITORING SYSTEM**

(f) *Wired Sub-Surface Sensor.*

The wired sub-surface sensor shall be a single passive solid-state electronic device that is capable of detecting ground temperature from -40 to 120 °F at a minimum depth of 18 inches. The sensor shall be compatible with the RPU provided. The sensor shall be manufactured with an integrated pre-attached cable up to 300 feet long for connection to the RPU.

(g) *Non-Intrusive Pavement Condition Sensors.*

The non-intrusive pavement condition sensor shall utilize Class 1 laser technology to accurately measure presence of water, ice, slush, snow, and frost. The sensor shall also measure the level of grip and friction coefficient of the roadway. The sensor shall be powered from a 9 to 30 volt direct current (VDC) source and use no more than 4 watts of power. The sensor shall operate in a minimum temperature range of -40 to 140 °F at 0 to 100 percent relative humidity. The sensor shall be capable of accurate measurements at distances of 10 to 40 feet from the roadway. The sensor shall provide RS-232 and RS-485 serial data communication interfaces and be capable of operation on cable lengths up to 300 feet from the RPU. The Contractor is responsible for ordering the correct cable length based on planned installation. If the WMS tower is greater than 25 feet from the white edge line of the roadway being measured, then the non-intrusive pavement condition sensor shall include breakaway fiberglass pole that is 27 feet above the white edge line. The quantity of non-intrusive pavement condition sensors and desired sensor detection location shall be provided on the Plans or by the Project Engineer.

(h) *Cables Non-Intrusive Pavement Temperature Sensors.*

The non-intrusive pavement temperature sensor shall use infrared radiation to accurately measure presence of water, ice, slush, snow, and frost. The sensor shall be powered from a 9 to 30 VDC source and use no more than 0.05 watts of power. The sensor shall operate in a minimum temperature range of -40 to 140 °F at 0 to 100 percent relative humidity. The sensor shall be capable of accurate measurements at distances of 7 to 50 feet from the roadway. The sensor shall provide RS-232 and RS-485 serial data communication interfaces and be capable of operation on cable lengths up to 300 feet from the RPU. The Contractor is responsible for ordering the correct cable length based on planned installation. If the WMS tower is greater than 25 feet from the white edge line of the roadway being measured, then the non-intrusive pavement temperature sensor shall include breakaway fiberglass pole that is 27 feet above the white edge line. The quantity of non-intrusive pavement temperature sensors and desired sensor detection location shall be provided on the Plans or by the Project Engineer.

(i) *Pan-Tilt-Zoom Camera.*

The camera shall have pan, tilt, and zoom functionality and shall be enclosed in a sealed, environmentally controlled dome housing designed to operate in 100 percent humidity at a minimum operating temperature of -40° to 122°F. The camera housing shall carry both IP66 and NEMA 4x ratings. The camera shall utilize a 100 megabits per second 802.3 Ethernet connection for native communications and be powered from an 802.3at compliant Power over Ethernet (PoE) supply. The camera shall be able to display multiple individually configurable video streams up to 30 frames per second in high definition resolutions from 1920x1080 to 320x180 at a 16:9 aspect

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## REVISION OF SECTION 614 WEATHER MONITORING SYSTEM

ratio in H.264 and MJPEG formats. The camera shall allow for onscreen titling, image overlay, and capture of at least 256 presets views. The camera shall have an internal web interface for configuration with security functionality allowing multiple user access levels with password protection. The camera shall also be capable of using stream authentication for video security with a minimum of 20 access accounts. Edge storage shall also be available via Secure Digital (SD) memory slot. The camera shall be capable of video analytics via onboard or installable applications. The camera shall support IPv4/v6, HTTP, HTTPS, SSL/TSL, QOS Layer 3 DiffServ, FTP, SMTP, SNMP v1/2/3, UpnP, DNS, DDNS, NTP, RTSP, TCP, UDP, IGMP, RTCP, ARP, and SOCKS.

Technical specifications for the camera shall be as follows:

- (1) The lens shall be f=4.45 to 89 millimeter, F1.6 to 2.9, autofocus; focus range of 35 millimeter (wide) to 800 millimeter (telephoto) to infinity, with 62.98 degree to 3.49 degree horizontal angle of view.
- (2) Minimum illumination color 0.6 lux at 30 IRE F1.6 and black and white 0.04 lux at 30 IRE F1.6
- (3) Shutter speed shall be variable from 1/33,000 to 0.25 seconds at 60 hertz.
- (4) The pan, tilt, and zoom function shall provide 360 degrees of continuous pan rotation at 0.05 to 450 degrees per second, a 220 degree tilt range allowing for a 20 degree view above the horizon at 0.05 to 450 degrees per second, and minimum 20 times optical zoom and 12 times digital zoom.

## CONSTRUCTION REQUIREMENTS

The Contractor shall install the WMS in accordance with the WMS vendor's recommendations, CDOT plans and Standard Specifications and all federal, state and local codes and requirements. The Contractor will be responsible for providing all traffic control and safety work zones for the installation of the roadway sensors in accordance with CDOT traffic control requirements.

The Contractor shall install a 120 volts alternating current (VAC) electrical supply from the power source shown on the plans to a location near the RPU. The Contractor shall connect the 120 VAC service to the RPU power disconnects. The primary power shall be installed to the RPU and fused for 20 amps, with voltage surge protection. The Contractor shall install the RPU electronics enclosure on the fold over tower per manufacturer recommendations.

The precipitation type sensor shall be mounted on the WMS tower per manufacturer's recommendations above ground level at the RPU. The sensor shall be configured and calibrated to function as designed with the RPU.

The air temperature/relative humidity sensor shall be mounted on the WMS tower per manufacturer's recommendations at the standard meteorological height of approximately 6 feet above ground level in a ultraviolet (UV) stabilized white thermoplastic solar and wind-radiation shield.

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### **REVISION OF SECTION 614 WEATHER MONITORING SYSTEM**

The ultrasonic wind sensor shall be mounted on the WMS tower per manufacturer's recommendations at the standard meteorological height of approximately 30 feet above ground level at the top of the WMS tower. The sensor shall be mounted such that birds are not able to perch or nest on the sensor. The sensor shall be configured and calibrated to function as designed with the RPU.

The wired road surface sensor shall be installed per manufacturer's recommendations after the top layer of all road resurfacing has been completed. Exact placement of the sensor shall be as determined by the Project Engineer, or Plans with guidance from the manufacturer. All cabling for the sensor, where it is not embedded in the road, shall be installed in conduit at a minimum depth of 36 inches. Installation shall be done in a manner to eliminate all cable splicing. The sensor shall be configured and calibrated to function as designed with the RPU.

The wired sub-surface sensor shall be installed per manufacturer's recommendations to detect temperature at a depth of 18 inches. Exact placement of the sensor shall be as determined by the Project Engineer with guidance from the manufacturer. All cabling for the sensor, where it is not embedded in the road, shall be installed in conduit at a minimum depth of 36 inches. Installation shall be done in a manner to eliminate all cable splicing. The sensor shall be configured and calibrated to function as designed with the RPU.

The non-intrusive pavement condition sensor shall be mounted on the WMS tower per manufacturer's recommendations at a height and angle that will allow measurement of the middle of the closest lane of travel. If the WMS tower is greater than 25 feet from the white edge line of the roadway being measured, then the sensor shall be mounted on a breakaway fiberglass pole installed 15 feet from the same white edge line. Conduit and pull boxes shall be installed between the WMS tower and fiberglass pole to connect the sensor to the WMS RPU.

The non-intrusive pavement temperature sensor shall be mounted on the WMS tower per manufacturer's recommendations at a height and angle that will allow measurement of the middle of the closest lane of travel. If the WMS tower is greater than 25 feet from the white edge line of the roadway being measured, then the sensor shall be mounted on a breakaway fiberglass pole installed 15 feet from the same white edge line. Conduit and pull boxes shall be installed between the WMS and pole to connect the sensor to the WMS RPU.

The pan-tilt-zoom camera shall be installed per manufacturer recommendations on the WMS tower approximately 27 feet above ground level and configured for a minimum of two preset positions as determined by the Project Engineer.

Cables for all sensors and camera shall enter through the bottom of the NEMA 4 enclosure and connect to the RPU electronics.

The Contractor is responsible for connecting the WMS RPU to communication infrastructure provided by the project where applicable.

After completion of the equipment installation, the equipment manufacturer representative shall perform all final system checks, sensor alignment and calibration, sensor setup, RPU configuration including site communication setup, software setup, and central server configuration to provide a fully operational WMS.

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**REVISION OF SECTION 614  
WEATHER MONITORING SYSTEM**

The existing CDOT owned WMS server utilizes the Windows Server 2003 Operating System, and will collect sensor data from all RPUs in the system, including this new site. The Colorado Transportation Management Center (CTMC) server will poll the RPU to ask for data on a preset time interval, typically every 10 minutes, or as specified by the CDOT, to transfer and refresh its data. CDOT users will access the WMS data via a personal computer (PC) running a commercial web browser that is connected to the CDOT statewide wide area network (WAN).

All associated hardware required for a complete installation is considered subsidiary and is and shall be included as part of the work.

The Contractor shall ensure that the manufacturer can warranty the product for a minimum of one year for all parts returned to the factory and one year telephone technical support at no additional charge to the Department. The technical support shall include access to a trained service representative who can respond within 24 hours to questions related to all WMS related equipment problems and maintenance issues. This one-year service shall also include an eight hour training session for CDOT staff.

**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING UPS**

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

**DESCRIPTION**

This work consists of furnishing and installing a Traffic Management System Building Uninterruptible Power Supply (UPS) and associated accessories.

**MATERIALS**

(a) *Standards.*

The UPS shall be designed in accordance with the applicable sections of the current revision of the following documents. Where a conflict arises between these documents and statements made herein, the statements in this specification shall govern.

1. UL Standard 1778
2. IEEE C62.41.1, Category A & B
3. National Electrical Code (NFPA 70)
4. ANSI/IEC 60529-2004 Degrees of Protection Provided by Enclosures (IP Code)

(b) *Modes of Operation.*

The UPS shall operate as a true on-line system:

1. Normal - The critical alternating current (AC) load shall be continuously supplied by the UPS inverter. The input converter shall derive power from a utility AC source and shall supply direct current (DC) power to the inverter. The battery charger shall maintain a float-charge on the battery.
2. Back-up - Upon failure of utility AC power the critical AC load shall be supplied by the inverter. In this mode the inverter shall be powered from the battery. There shall be no interruption in power to the critical load upon failure and restoration of the utility AC source.
3. Recharge - Upon restoration of utility AC power, the input converter shall automatically restart and resume supplying power to the inverter. The battery charger shall resume recharge of the battery.
4. Automatic Restart - After a utility AC power outage and complete battery discharge, the UPS shall automatically restart and resume supplying power to the critical load. In addition, the battery charger shall automatically recharge the battery. This feature shall be enabled (factory default) and shall be capable of being disabled by the user. The user shall also be able to program two auto restart delay settings:
  - A. Battery capacity percent level

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING UPS**

- B. Countdown timer\
- 5. Bypass - The bypass shall provide an alternate path for power to the critical load and shall be capable of operating in the following manner:
  - A. Automatic - In the event of an internal failure or should the inverter overload capacity be exceeded, the UPS shall perform an automatic transfer of the critical AC load from the inverter to the bypass source.
  - B. Manual - Should the UPS need to be taken out of service for limited maintenance or repair, manual activation of the bypass shall cause an immediate transfer of the critical AC load from the inverter to the bypass source. The input converter, inverter, and battery charging operations shall continue to operate, provided the control enable switch is in the "On" position.
- (c) *Performance Requirements.*
  - 1. System
    - A. Input to output isolation shall be provided via the output transformer, regardless of the operating mode. (UPS or bypass)
    - B. The UPS shall provide provisions for remote stop (Emergency Power Off) capability.
  - 2. AC Input to UPS shall conform to the following:
    - A. Voltage Configuration: 120/208-VAC 3-Phase. The operating voltage range shall be variable based upon output loading percentages as follows:

% UPS Load	Input Voltage
80 – 100%	170 VAC
60 – 80%	144 VAC
30 – 60%	127 VAC
0 – 30%	110 VAC
    - B. Frequency: 40 to 70 Hz.
    - C. Input Current Distortion: 5 percent Total Harmonic Distortion (THD) maximum at full load.
    - D. Input Power Factor: 0.98 lagging at 100 percent rated load.
    - E. Inrush Current: 150 percent of full load input current maximum for three cycles.
    - F. Surge Protection: Shall sustain input surges without damage per criteria listed in IEEE C62.41, Category B.

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING UPS**

(d) *AC Output shall conform to the following:*

1. Voltage Configuration: 120/208-VAC 3-Phase.
2. Voltage Regulation: +/- 3 percent steady state.
3. Frequency Regulation: 60 Hz, +/- 0.5 percent.
4. Frequency Slew Rate: shall be field selectable from 0.5 to 5.0 Hz maximum per second.
5. Bypass Frequency Synchronization Range: shall be field selectable from 0.5 to 5.0 Hz maximum per second.
6. Voltage Distortion: 3 percent THD maximum into a 100 percent linear load, 7 percent THD maximum into a 100 percent non-linear load with crest factor ratio of 3:1.
7. Load Power Factor Range: 0.5 lagging to 1.
8. Output Power Rating: Rated kVA at 0.7 lagging power factor.
9. Overload Capability: >100 percent to 110 percent indefinitely, 111 percent to 150 percent for ten seconds, and 151 percent to 200 percent for 0.25 seconds. The load shall be transferred to bypass when one of the previous conditions are exceeded. >201 percent for minimum two cycles, then shut down of UPS. Immediate shutdown into a short circuit.
10. Voltage Transient Response: +/- 7 percent maximum for a load step, up to and including 100 percent of the UPS rating.
11. Transient Recovery Time: To within 1 percent of steady state output voltage within 96 milliseconds.

(e) *Batteries.*

1. Internal Battery: The battery shall consist of flame retardant, valve regulated, lead acid cells. The UPS shall be suitable for installation inside a computer room per requirements of UL Standard 1778.
2. Reserve Time: The UPS shall contain an internal battery system to provide a reserve time of five minutes at 100 percent load and 12.5 minutes at 50 percent load, with an equal number of power and battery modules fitted. The UPS shall include provisions to fit additional battery modules internally if space permits. The UPS shall also interface with an external battery cabinet.
3. Battery Recharge: The UPS shall include temperature-compensated battery charging. When equal number of power modules and battery modules are fitted the battery charger shall be able to recharge the internal batteries from 10 percent charge to 90 percent charge in six hours at nominal input voltage and nominal ambient temperature.

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING UPS**

(f) *Environmental Conditions.*

1. Ambient Temperature
  - A. Operating: UPS 32° F to +104° F; battery 68° F to 77° F for optimum performance.
  - B. Storage: UPS -4° F to +140° F; battery -4° F to 77° F for maximum 6 months.
2. Relative Humidity
  - A. Operating: 5 percent to 95 percent non-condensing.
  - B. Storage: 5 percent to 95 percent non-condensing.
3. Altitude
  - A. Operating: To 10,000 feet. Derating/reduced operating temperature range shall be required for higher altitudes.
  - B. Storage: To 30,000 feet.
4. Audible Noise - Noise generated by the UPS during normal operation shall not exceed 62 dBA measured at three feet from the surface of the UPS.
5. Electrostatic Discharge - The UPS shall be able to withstand a minimum 15 kV without damage and shall not affect the critical load.

(g) *User Documentation.*

The specified UPS system shall be supplied with two user's manuals. Manuals shall include installation drawings and instructions, a functional description of the equipment with block diagrams, safety precautions, illustrations, step by step operating procedures, and routine maintenance guidelines.

(h) *Warranty*

The UPS manufacturer shall warrant the UPS against defects in materials and workmanship for two years. The warranty shall cover all parts for two years and shall cover onsite labor for 90 days. Start-up shall be provided by the manufacturer, and the warranty shall cover all parts and onsite labor for two years.

(i) *Quality Assurance*

The manufacturer shall have a minimum of thirty years of experience in the design, manufacture, and testing of solid-state UPS systems.

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING UPS**

(j) *Factory Testing.*

Before shipment, the manufacturer shall fully and completely test the system to assure compliance with the specification. These tests shall include operational discharge and recharge tests on the internal battery to guarantee rated performance. The UPS shall ship completely assembled with all modules installed. The manufacturer shall submit certified test reports showing the results of the factory testing for acceptance to be included with each shipping unit.

(k) *Fabrication.*

All materials and components making up the UPS shall be new, of current manufacture, and not in prior service except as required during factory testing. The UPS shall be constructed of replaceable subassemblies. All active electronic devices shall be solid-state.

1. **Wiring:** Wiring practices, materials, and coding shall be in accordance with the requirements of the National Electrical Code (NFPA 70).
2. **Cabinet:** The UPS unit shall be comprised of: power module, battery module, control module, and user interface module housed in a single free-standing enclosure that shall meet the requirements of IP20. The UPS system shall be designed such that the battery modules may be installed into all module bays in the cabinet and power modules into all module bays in the top half of the cabinet. The UPS cabinet shall be cleaned, primed, and painted with the manufacturer's standard color. Casters and leveling feet shall be provided.

(l) *Cooling.*

The UPS shall be cooled by forced air via internally mounted fans.

(m) *Input Converter.*

1. **General:** Incoming AC power shall be converted to a regulated DC output by the input converter for supplying DC power to the inverter. The input converter shall provide input power factor and input current distortion correction.
2. **AC Input Current Limit:** The input converter shall be provided with AC input overcurrent protection.
3. **Input Protection:** The UPS shall have built-in protection against undervoltage, overcurrent, and overvoltage conditions including low-energy surges introduced on the primary AC source and the bypass source. The UPS shall sustain input surges without damage per criteria listed in IEEE C62.41, Category A & B. The UPS cabinet shall contain an input breaker sized to supply full 20 kVA rated load and to recharge the battery at the same time.

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING UPS**

4. **Battery Recharge:** The UPS shall contain temperature-compensated battery charging. When an equal number of power modules and battery modules are installed the battery charger shall be able to recharge the internal batteries to 90 percent charge in six hours at nominal input voltage and nominal ambient temperature.
  5. **Charger Output Filter:** The battery charger shall be a DC power supply.
- (n) *Inverter.*
1. **General:** The inverter shall convert DC power from the input converter output, or the battery, into precise regulated sine wave AC power for supporting the critical AC load.
  2. **Overload:** The inverter shall be capable of supplying current and voltage for overloads exceeding 100 percent and up to 200 percent of full load current. A visual indicator and audible alarm shall indicate overload operation. For greater currents and longer time duration, the inverter shall have electronic current-limiting protection. The inverter shall be self-protecting against all magnitudes of connected output overload. Inverter control logic shall sense and disconnect the inverter from the critical AC load without the requirement to clear protective fuses. The load shall be transferred to bypass when one of the above conditions is exceeded
  3. **Maximum Load Alarm:** The user shall be able to set the alarm point to a value less than 100 percent rating such that the UPS will alarm before an overload condition or loss of redundancy is reached.
  4. **Output Frequency:** The output frequency of the inverter shall be controlled by an oscillator. The oscillator shall hold the inverter output frequency to +/- 0.5 percent for steady state and transient conditions. The inverter shall track the bypass continuously if the bypass source maintains a frequency within the user-selected synchronization range. If the bypass source fails to remain within the selected range, the inverter shall revert to the internal oscillator.
  5. **Output Protection:** The UPS inverter shall employ electronic current limiting.
  6. **Battery over Discharge Protection:** The UPS control logic shall control the shutdown voltage set point. This point is dependent on the rate of discharge.
- (o) *Display and Controls.*
1. **General**
    - A. The front panel shall consist of multiple status LEDs, switches, and a four line by twenty character liquid crystal display (LCD) for additional alarm and configuration information. All mimic display light emitting diodes (LEDs) shall be green in color and shall indicate the following:
      - (1) AC Input

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- (2) On Battery
  - (3) Load On/Off
  - (4) On Inverter
  - (5) On Bypass
- B. The UPS fault indicator shall be used with additional indicators listed below and audible alarms to notify the user that a UPS fault condition has occurred. The color of the fault indicator LED shall be amber.
- (1) Replace Battery Module
  - (2) Replace Power Module
  - (3) Replace Control Module
  - (4) On Bypass
  - (5) Low Battery
  - (6) Over Temp Warning
  - (7) UPS Shutdown
- C. If there is a fault condition, the UPS shall attempt to maintain conditioned power to the load or transfer to bypass. There shall also be a visual indication on each module that indicates if the module failed and needs to be replaced.
- D. In addition to an audible/visual fault signal the UPS shall also record fault occurrences in a rolling event log. The event log on the standard unit shall record up to 255 occurrences, with the oldest events discarded first, etc. The user shall have access to the event log through the LCD display. Every alarm and event recorded in the event log shall contain a time and date stamp.
2. Audible Alarms
- A. The volume of all audible alarms shall be at least 65 dBA at a distance of three feet. An audible alarm shall be used in conjunction with the LED/LCD indication to indicate a change in UPS status.
  - B. The audible alarms shall enunciate for utility line loss, low battery (while on battery), and all other alarm conditions. For all alarm conditions, the user will look at the display to determine the cause of error/alarm.

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- C. All alarm tones shall be a continual tone until the condition rectifies itself or the alarm is silenced. Once silenced, the audible alarm shall not sound until a new alarm condition is present.
  - 3. Alarm Silence Button: In addition to the load On/Off switch, the user interface shall include an audible 'Alarm Silence' switch. If the alarm silence switch is pressed for one second, all current audible alarms shall be disabled. If a new alarm occurs, or a cancelled alarm condition disappears and then re-appears, the audible alarm shall be re-enabled.
  - 4. LCD Display: The display shall be capable of being used to program all information (voltage, frequency, etc.) into the UPS. All display values that require time and date shall be 'year 2000' compliant.
- (p) *Automatic Battery Test.*
- 1. The UPS shall initiate an automatic battery testing sequence periodically, at a programmed day and time of day, selectable by the end user. The user shall be able to select the interval of the battery test and shall be able to select 1, 2, 3, 4, or 6 week intervals, and shall be able to select to disable the automatic battery test.
  - 2. Should a battery failure occur, the battery module shall disconnect itself from the critical DC bus and the UPS shall immediately return to normal mode and fault signals (visual, audible, and remote via serial) shall be communicated. No audible or remote (via serial/contact closures) indication of the battery test shall be communicated during the duration of the automatic battery test.
  - 3. The automatic battery test factory default settings shall be enabled at a two week interval and shall occur on Wednesdays at 0600 hours (based on the twenty-four hour clock).
- (q) *Remote Emergency Power Off (REPO).*
- 1. The remote emergency power off function (REPO) shall allow the user to disable all UPS outputs in an emergency situation. The REPO shall be able to interface with either normally open (N.O.) or normally closed (N.C.) systems. The REPO shall be activated when a pair of Safety Extra Low Voltage (SELV) contacts, external to the UPS, are activated. The REPO connection shall be through a simple terminal block type connector.
  - 2. The REPO function shall not operate if no system control modules are present in the UPS or if the manual bypass switch is in the bypass position. The user will supply a means of interfacing with the REPO circuit to allow disconnecting the UPS input feeder breaker to remove all sources of power to the UPS and the connected equipment to comply with local wiring codes/regulations.
  - 3. Regardless of the UPS mode of operation when the REPO is activated, the UPS output shall not be re-enabled until the following occurs:

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- A. REPO contacts are reset (closed if N.C. contacts are used and open if N.O. contacts are used)
  - B. Input circuit breaker is closed
  - C. Control enable switch is turned on
  - D. User interface on/off switch is depressed
- (r) *Bypass.*
- 1. General: A bypass circuit shall be provided as an integral part of the UPS. The bypass shall have an overload rating of 300 percent rated full load for ten cycles and 1000 percent for sub-cycle fault clearing. The bypass control logic shall contain an automatic transfer control circuit that senses the status of the inverter logic signals and operating and alarm conditions. This control circuit shall provide a transfer of the load to the bypass source, without exceeding the transient limits specified herein, when an overload or malfunction occurs within the UPS.
  - 2. Automatic Transfers
    - A. The transfer control logic shall automatically activate the bypass, and shall transfer the critical AC load to the bypass source, after the transfer logic senses one of the following conditions:
      - (1) Inverter overload capacity exceeded
      - (2) Inverter over temperature
      - (3) UPS fault condition
    - B. For inverter overload conditions, the transfer control logic shall inhibit an automatic transfer of the critical load to the bypass source if one of the following conditions exists:
      - (1) Inverter/Bypass voltage difference exceeding preset limits ( $\pm 15$  percent of nominal)
      - (2) Bypass frequency out of preset limits ( $\pm 5$  percent of nominal frequency)
    - C. Automatic Retransfer: Retransfer of the critical AC load from the bypass source to the inverter output shall be automatically initiated unless inhibited by the manual control. The transfer control logic shall inhibit an automatic retransfer of the critical load to the inverter if one of the following conditions exists:
      - (1) Bypass out-of-synchronization range with inverter output
      - (2) Overload condition exists in excess of the inverter full load rating

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- (3) UPS fault condition present

**D. Manual Transfer**

- (1) The UPS shall have a manual bypass function. The manual bypass function shall be provided via a switch mounted on the bottom-front of the UPS. The AC break time between inverter and bypass shall be less than four milliseconds.
- (2) The manual bypass shall be configured to wrap around the rectifier, battery charger, inverter, and battery in the same manner as the automatic bypass. The manual bypass shall not wrap around the electromagnetic interference (EMI) filtering, overcurrent protection or isolation transformer.
- (3) The UPS shall initiate an audible alarm upon transfer to manual bypass. The audible alarm shall be capable of being silenced by the user. The alarm shall continue to sound (unless silenced) while in bypass mode..

(s) *Internal Battery.*

Flame retardant, valve regulated, gas recombination, lead acid batteries shall be used as a stored-energy source for the specified UPS system. The battery shall be housed in separate replaceable modules that slide into all open bays of the UPS cabinet, and shall be sized to support the inverter at rated load and power factor, in an ambient temperature between 68°F and 77° F, for five minutes of reserve time at 100 percent load, and 12.5 minutes of reserve time at 50 percent load. The expected life of the battery shall be five years or a minimum of 250 complete discharge cycles. For extended battery reserve time, additional battery modules may be added if the frame size allows; external battery cabinets shall be available as an option.

(t) *Communications.*

The UPS shall allow for flexibility in communications via two DB9 communication ports and four Ethernet ports on the rear of the UPS. The UPS shall be able to communicate through two communications ports simultaneously; the media of either communications port shall be able to change without affecting the operation of the UPS.

(u) *Network Communications.*

A communications interface card that provides HTTP supported SNMP communication over a local area network shall be furnished and installed, unless otherwise specified by the Engineer. This card shall support 10/100 megabits per second Ethernet over unshielded twisted pair connection.

**CONSTRUCTION REQUIREMENTS**

All cable and equipment shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the Contract Documents shall be

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subject to the control and approval of CDOT or CDOT's designated representative. Equipment and materials shall be of the quality and manufacture indicated.

The Contractor shall provide manufacturer's equipment data sheets, specifications and installation instructions for all products.

(a) *Equipment Labeling.*

Equipment labeling shall be provided for each UPS and shall include all critical information concerning the system to which it is affixed. This information shall include the following:

1. Equipment nomenclature and designation (e.g., UPS 1)
2. System capacity rating in kVA and kW (e.g., 20 kVA / 18 kW)
3. Input voltage, phasing, and connection (e.g., 480 V, 3-Phase, 3-Wire Input)
4. Output voltage, phasing, and connection (e.g., 120/208 V, 3-Phase, 4-Wire Output)
5. Frequency and power factor (e.g., 60 Hz, 0.9 PF Lagging)
6. System or switchboard serving this piece of equipment
7. System, switchboard, or load that is being served by this equipment

(b) *Field Quality Control.*

The following inspections and test procedures shall be performed by factory trained field service personnel during the UPS start-up.

1. Visual Inspection
  - A. Inspect equipment for signs of shipping or installation damage.
  - B. Verify installation per drawings.
  - C. Inspect cabinets for foreign objects.
  - D. Verify neutral and ground conductors are properly sized and configured.
2. Mechanical Inspection
  - A. Check all power modules are correctly fitted.
  - B. Check all battery modules are correctly fitted
  - C. Check all terminal screws, nuts, and spade lugs for tightness.

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1. Electrical Inspection
  - A. Confirm input voltage and phase rotation is correct.
  - B. Verify bypass voltage jumper is correct for voltages being used.

(c) *Unit Start-Up and Site Testing.*

The manufacturer's field service personnel shall provide site testing. Site testing shall consist of a complete test of the UPS system and the associated accessories supplied by the manufacturer. A partial battery discharge test shall be performed as part of the standard start-up procedure. The test results shall be documented, signed, and dated. Failure of one portion of the test shall require corrective action to that portion of the test and retesting of the entire system.

## **REVISION OF SETION 614 ITS TEST LAB**

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

### **DESCRIPTION**

The Contractor shall set up an ITS test laboratory for testing ITS devices. This allows the CDOT's software developer (CTMS Integrator) to remotely operate and view devices, such as variable message signs (VMS) during the software development and testing phases for device(s). The Contractor shall provide devices and associated equipment from the manufacturers for software driver development, software testing and integration of the device into the CMTC and overall ITS system. The Contractor shall provide a secure location to house the ITS test lab.

### **MATERIALS**

The following device shall be furnished and fully functional, (with exception of integration) for the ITS test lab:

1. All types of variable message sign to be used on Project (including but not limited to DMS and SMVMS);
2. All CCTV cameras;
3. DSRC Radio; and
4. Three LUS signs. Signs shall be set up for concurrent testing.

The Contractor shall provide remote communications through a VPN access to the ITS test lab to allow for test message delivery to the device(s) from the CTMS Integrator.

The Contractor shall provide a web interface camera for the test lab to allow for the test lab devices to be remotely monitored and verify messages by the CTMS Integrator and the CTMC.

The Contractor will install and configure all devices in the test lab with the firmware that will be utilized with that device.

This test lab shall include all communications and power distribution assemblies, load centers, and cabling necessary to provide a wholly functional system.

Communications equipment will include, but is not limited to, an Ethernet switch and jumper cables. Communications shall be either on the Contractor's internal network, be placed on cellular modems, or provide other means of communication between the test lab and the CTMS Integrator's offsite testing location. All cabinets and controllers shall be provided as necessary.

### **CONSTRUCTION REQUIREMENTS**

The Contractor shall work with the CTMS Integrator to configure and set up the test lab and devices. The Contractor shall provide an indoor facility where all ITS test lab equipment and devices, can be set up for

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ITS TEST LAB**

testing. Contractor will fully set up the devices and equipment, provide power and communications to allow for the CTMS Integrator to test integration of device.

CTMS Integrator will need to have access to the facility during business hours.

The Contractor shall provide all devices, equipment, devices and have the ITS test lab set up nine months before devices are to be installed. The lab shall be available to the CTMS Integrator seven months prior to start of testing. The CTMS Integrator needs this time in test lab to allow for software development prior to installation of device. The Contractor shall work with the software developer and CTMS Integrator to configure test lab and adjust devices for testing. This may require resetting placement and angles of signs to allow for visibility and operations from remote testing location by the CTMS Integrator. The ITS test lab shall remain operational through construction of the Project.

**REVISION OF SECTION 614|  
CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

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

**DESCRIPTION**

For this project, Carrier Ethernet Packet-Optical Platform shall be a Ciena 6500 Carrier Ethernet Packet-Optical Platform utilizing Dense Wavelength Division Multiplexing (DWDM) optics installed in communication node buildings to bi-directionally transport Ethernet data in a high speed backbone design. All Ciena 6500 Carrier Ethernet Packet-Optical Platform and upgrade network equipment shall be manufactured by Ciena.

There is one existing Ciena 6500 Carrier Ethernet Platforms to be upgraded on this project at and one complete new Ciena 6500 Carrier Ethernet Platforms to be installed.

The location for the existing Ciena 6500 Carrier Ethernet Platform upgrade is;

1. HOV Node 2 Node Building – Interstate 25 and 70<sup>th</sup> Avenue

The locations for the new installations of Ciena 6500 Carrier Ethernet Platforms are as follows;

2. Interstate 7 and Airport Boulevard.

The following Table Describes Each Individual Equipment Table for Ciena 6500 Carrier Ethernet Platform Listed In This Specification.

<b>Equipment Materials Item Table</b>	<b>Communication Node Building Location</b>	<b>Description</b>
Equipment Item Table 1	HOV Node 2 Communications Node Building	Equipment Materials List
Equipment Item Table 2	Interstate 70 and Airport Boulevard	Equipment Materials List

**MATERIALS**

The Ciena 6500 Carrier Ethernet Packet-Optical Platforms shall be configured in both a full service configuration and a drop and repeat / regeneration configuration.

The Contractor shall furnish and install the Ethernet Platforms and associated items for each location as shown in Item Tables 1, 2, 3, 4 and 5 below.

All associated hardware and materials not listed in the item tables are considered subsidiary and required for a complete installation and shall be included as part of the work.

Each Ciena 6500 Carrier Ethernet Platform shall be furnished and installed with a G.8032 ring protection configuration in conformance with Ciena’s Ethernet Design and Configuration Services per the Colorado

Department of Transportation (CDOT) requirements either prior to installation or at the individual installation sites.

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 CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

Final configuration including all IP schema design for data transport will be conducted by CDOT personnel and Ciena representatives after installation and G.8032 configuration.

If field changes are made which affect the original Contractor’s material order for the Ethernet Platforms and require any reconfiguration of the original order, the Contractor shall ensure that the Ciena representative is contacted and made aware of such changes to alleviate any possible delays in delivery and installation.

If for any reason the switch or associated materials are defective or are damaged at the time of installation by either the Contractor or by Ciena, the item shall be removed and replaced at no additional cost to the project. Items shall also be replaced if any failures occur do to manufacture’s defects, at no additional cost to the project prior to the final acceptance.

**Item Table 1** – Existing Ciena 6500 Carrier Ethernet Packet-Optical Platform, Node 2 Communications Node Building Interstates 25 and 70<sup>th</sup> Avenue.

This item table includes materials to upgrade the existing Platform at this location.

<b>Item Description</b>	<b>Item Number</b>	<b>Quantity</b>
<b>Amplifier Modules</b>		
Mid-Stage Line Amplifier 2 (EDFA Module 6)	NTK552FAE5	1
<b>Wavelength Selective Switch</b>		
Wavelength Selective Switch (WSS) 100GHZ W/OPM C-BAND 4X1 Circuit Pack	NTK553HA	1
<b>Optical Service Channel</b>		
2 X Optical Service Channel	NTK554BAE5	1
<b>Small Form Pluggables for OSC Circuit Pack (NTK554BAE5)</b>		
Transceiver,CWDM,DWDM-OSC,38DB,1511NM,3.3V,0TO70C, SFP,20PINS,LC,Enhanced MSA	NTK592NGE5	1
<b>6500 Photonic RTUs</b>		
6500 ROADM RTU (PER WSS)	NTK560FT	1
<b>Optical Application Platform RTUs</b>		
RTU, ONM Base for OME6500 WSS Card	NTNM70ET	1
<b>Site Dependent Material</b>		
Installation Related Material – Deployment Services Billing	800-DEPL-IRM	1

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 CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

**Item Table 2** – Ciena 6500 Carrier Ethernet Packet-Optical Platform, Park and Ride Communications Node Building Approximate I-25 Milepost 243.08.

This item table includes materials for a complete Platform installation at this location.

<b>Item Description</b>	<b>Item Number</b>	<b>Quantity</b>
<b>Testing &amp; Staging</b>		
OME6500 14 Slot Stage Each Shelf	800-6514-SIF	1
OME6500 Plugs In Place Kit	NTYY99CRE6	1
<b>6500 Shelves</b>		
Optical Shelf (CNVD)	NTK503ADE5	1
<b>Shelf Brackets</b>		
Shelf Brkt Kit, 465 C-C, 127 S/B, EIA HP, O-RE Shlf	NTK509MCE6	1
<b>Cooling Unit Equipment</b>		
6500-14, Rear HF Fan Module	NTK507MDE5	3
<b>Auxiliary Shelf Equipment</b>		
Cover Kit, Optical Shelf, R3, Left Lift-Off Hinged	NTK509CCE6	1
<b>Filler Card</b>		
Interface Filler Pack	NTK505YAE5	9
<b>Shelf Processor</b>		
6500 REL 9.32 Shelf Processor (SP-2 FOR 6500-7/14) Kit	NTZF03JY	2
<b>Access Panels</b>		
Access Panel, CNVD (SONET)	NTK505MBE5	1
<b>Power Input Interface</b>		
Power Input Card 60A (Breakerless)	NTK505DAE5	2
<b>Maintenance Interface Card</b>		
Maintenance Interface Card 5/6	NTK505FBE5	1
<b>Amplifier Modules</b>		
Mid-Stage Line Amplifier 2 (EDFA Module 6)	NTK552FAE5	2
<b>Wavelength Selective Switch</b>		
Wavelength Selective Switch (WSS) 100GHZ W/OPM C-Band 4X1 Circuit Pack	NTK553HA	2
<b>Optical Service Channel</b>		
2 X Optical Service Channel	NTK554BAE5	1
<b>Small Form Pluggables for OSC Circuit Pack (NTK554BAE5)</b>		
Small Form Pluggables for OSC Circuit Pack (NTK554BAE5)	NTK592NGE5	2
<b>OME Software Loads</b>		
6500 And CPL REL 9.32 S/W DVD	NTK562JY	1
<b>6500 NE RTUs</b>		
OME 6500 Base RTU (Per NE)	NTK560AA	1

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 CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

**Item Table 2 (Continued)** – Ciena 6500 Carrier Ethernet Packet-Optical Platform Ethernet, Park and Ride Communications Node Building Approximate I-25 Milepost 243.08

This item table includes materials for a complete Platform installation at this location.

<b>Item Description</b>	<b>Item Number</b>	<b>Quantity</b>
<b>Software Tracking Certificates</b>		
6500 REL 9.32 Certificate	NTK569JY	1
<b>6500 Photonic RTUs</b>		
6500 ROADM RTU (PER WSS)	NTK560FT	2
<b>6500 Photonic RTUs (Existing)</b>		
OME 6500 ROADM RTU	NTK560BP	2
<b>Site Manager for 6500</b>		
6500 REL 9.32 Site Manager RTU	NTNM34UJ	1
<b>Optical Application Platform RTUs</b>		
ONM Base for OME6500 14-Slot RTU	NTNM70EJ	1
RTU, ONM Base for OME6500 WSS Card	NTNM70ET	2
<b>Bay Accessories</b>		
Small Optical Installation/IRM Kit	NTK509NZE6	1
<b>Installation Kits for Breaker Interface Panel</b>		
2U BIP Power Lug Kit 6AWG/16MM SQ 90 Degree	NTK599ZAE6	1
<b>AC Rectifier and Associated Items</b>		
2U AC Rectifier ASSY, 3X 2KW Rectifier Modules, 2X 60A Breakers	184-0053-900	1
Cable Assembly, L6-30 NEMA 2 Pole AC Plug to Open, 30A 250V, 3 X 10AWG, 4.6M (NA)	441-4085-001	2
<b>Fiber Management Equipment for Photonic Deployments</b>		
1U Fiber Management Tray	NT0H57BBE6	1
<b>Site Dependent Material</b>		
Installation Related Material -Deployment Services Billing	800-DEPL-IRM	1

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 CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

**Item Table 3** – Ciena 6500 Carrier Ethernet Packet-Optical Platform, POE Rest Area Communications Node Building Approximate I-25 Milepost 266.12.

This item table includes materials for a complete Platform installation at this location.

Item Description	Item Number	Quantity
<b>Testing &amp; Staging</b>		
OME6500 14 Slot Stage Each Shelf	800-6514-SIF	1
OME6500 Plugs In Place Kit	NTYY99CRE6	1
<b>6500 Shelves</b>		
Optical Shelf (CNVD)	NTK503ADE5	1
<b>Shelf Brackets</b>		
Shelf Brkt Kit, 465 C-C, 127 S/B, EIA HP, O-RE Shlf	NTK509MCE6	1
<b>Cooling Unit Equipment</b>		
6500-14, Rear HF Fan Module	NTK507MDE5	3
<b>Auxiliary Shelf Equipment</b>		
Cover Kit, Optical Shelf, R3, Left Lift-Off Hinged	NTK509CCE6	1
<b>Filler Card</b>		
Interface Filler Pack	NTK505YAE5	10
<b>Shelf Processor</b>		
6500 REL 9.32 Shelf Processor (SP-2 FOR 6500-7/14) KIT	NTZF03JY	2
<b>Access Panels</b>		
Access Panel, CNVD (SONET)	NTK505MBE5	1
<b>Power Input Interface</b>		
Power Input Card 60A (Breakerless)	NTK505DAE5	2
<b>Maintenance Interface Card</b>		
Maintenance Interface Card 5/6	NTK505FBE5	1
<b>eDC100G Circuit Packs</b>		
SFP+, Transceiver, 10GBASE ZR, 1550NM, -10/85C	160-9105-900	1
<b>4x10G OTR Circuit Pack</b>		
4X10G OTR 4X XFP/4X SFP+ CIRCUIT PACK	NTK530QA	1
<b>10G DWDM XFPs - Tunable</b>		
Multirate 1528.38-1568.77 50GHZ DWDM XFP, ROHS Compliant	NTK583AAE6	1
<b>Multirate 15xx.xx to 15xx.xx 50GHz DWDM 3200ps/nm XFP</b>		
Multirate 1539.77 TO 1542.54 50GHZ DWDM XFP	NTK589EAE6	1
<b>Channel Mux Demux (CMD) 44 (50GHz or 100GHz ITU in C-Band)</b>		
Enhanced 44 Channel MUX/DEMUX 100GHZ C Band With Isolator	NTT862FAE5	1
<b>Amplifier Modules</b>		
Mid-Stage Line Amplifier 2 (EDFA Module 6)	NTK552FAE5	1

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 CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

**Item Table 3 (Continued)** – Ciena 6500 Carrier Ethernet Packet-Optical Platform, POE Rest Area Communications Node Building Approximate I-25 Milepost 266.12.

This item table includes materials for a complete Ethernet Platform installation at this location.

Item Description	Item Number	Quantity
<b>Wavelength Selective Switch</b>		
Wavelength Selective Switch (WSS) 100GHZ W/OPM C-Band 4X1 Circuit Pack	NTK553HA	1
<b>Optical Service Channel</b>		
2 X Optical Service Channel	NTK554BAE5	1
<b>Small Form Pluggables for OSC Circuit Pack (NTK554BAE5)</b>		
Transceiver,CWDM,DWDM-OSC,38DB,1511NM,3.3V,0TO70C, SFP,20PINS,LC,Enhanced MSA	NTK592NGE5	1
<b>OME Software Loads</b>		
6500 and CPL REL 9.32 S/W DVD	NTK562JY	1
<b>6500 NE RTUs</b>		
OME 6500 Base RTU (Per NE)	NTK560AA	1
<b>Software Tracking Certificates</b>		
6500 REL 9.32 Certificate	NTK569JY	1
<b>6500 Feature NE RTU</b>		
6500 Base Broadband RTU	NTK560FS	1
<b>6500 Photonic RTUs</b>		
6500 ROADM RTU (Per WSS)	NTK560FT	1
<b>6500 Photonic RTUs (Existing)</b>		
OME 6500 ROADM RTU	NTK560BP	1
<b>Site Manager for 6500</b>		
6500 REL 9.32 Site Manager RTU	NTNM34UJ	1
<b>Optical Application Platform RTUs</b>		
ONM Base for OME6500 14-Slot RTU	NTNM70EJ	1
RTU, ONM Base for OME6500 WSS Card	NTNM70ET	1
<b>Bay Accessories</b>		
Small Optical Installation/IRM Kit	NTK509NZE6	1
<b>Installation Kits for Breaker Interface Panel</b>		
2U BIP Power Lug Kit 6AWG/16MM SQ 90 Degree	NTK599ZAE6	1
<b>AC Rectifier and Associated Items</b>		
2U AC Rectifier ASSY, 3X 2KW Rectifier Modules, 2X 60A Breakers	184-0053-900	1
Cable Assembly, L6-30 NEMA 2 Pole AC Plug to Open, 30A 250V, 3 X 10AWG, 4.6M (NA)	441-4085-001	2

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 CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

**Item Table 3 (Continued)** – Ciena 6500 Carrier Ethernet Packet-Optical Platform, POE Rest Area Communications Node Building Approximate I-25 Milepost 266.12.

This item table includes materials for a complete Ethernet Platform installation at this location.

Item Description	Item Number	Quantity
<b>Fiber Management Equipment for Photonic Deployments</b>		
1U Fiber Management Tray	NT0H57BBE6	1
<b>Site Dependent Material</b>		
Installation Related Material -Deployment Services Billing	800-DEPL-IRM	1

**Item Table 4** – Ciena 6500 Carrier Ethernet Packet-Optical Platform, Colorado Transportation Management Center, Golden Colorado.

This item table includes materials for a complete Ethernet Platform installation at this location.

Item Description	Item Number	Quantity
<b>10G DWDM XFPs - Tunable</b>		
Multirate 1528.38-1568.77 50GHZ DWDM XFP, ROHS Compliant	NTK583AAE6	1
<b>Multirate 15xx.xx to 15xx.xx 50GHz DWDM 3200ps/nm XFP</b>		
Multirate 1539.77 TO 1542.54 50GHZ DWDM XFP	NTK589EAE6	1
<b>eMOTR and 4x10G OTR with SPF+ SFPs</b>		
SFP+, 10GE/FC1200, 850NM	160-9111-900	1
<b>Site Dependent Material</b>		
Installation Related Material -Deployment Services Billing	800-DEPL-IRM	1

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**REVISION OF SECTION 614|  
 CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

**Item Table 5** – Ciena 6500 Carrier Ethernet Packet-Optical Platform, Project Network Wide

This item table includes materials for all project 6500 Carrier Ethernet Packet-Optical Platform installations. The Contractor shall include the cost of these items in an inclusive cost of all locations and not at a per unit cost.

Item Description	Item Number	Quantity
<b>Standard Deployment Services</b>		
Detailed Network Design	80P-DND0-000	1
Site Engineering	800-DEPL-SS	1
Installation	800-DEPL-INS	1
Project/Deploy Management	800-PRMG-DPL	1
Test Planning and Verification	800-DEPL-TPV	1
Turn-Up and Test	800-DEPL-TT	1
Test Equipment	800-TEST-EQ0	1
Circuit Provisioning	80P-CP00-000	1
<b>Remote Design and Configuration Services</b>		
Network Design	80P-CSSC-NCU	1
Remote Configuration Service	80P-RESC-000	1
<b>Maintenance Services</b>		
Global 6500 Smartsupport - 3 Years	80M-6500-SSP	1
Global 6500 Standard Hardware Repair 30-Day - 3 Years	80M-6500-HWM	1
Global 6500 Next Business Day Ship Managed Spares - 3 Years	80M-6500-NBS	1

Each Ciena 6500 Carrier Ethernet Packet-Optical Platform shall be capable of configuration in conformance with the Ciena Ethernet Design and Configuration Services per the Colorado Department of Transportation (CDOT) requirements. CDOT will configure basic IP schema for each Ciena 6500 Carrier Ethernet Packet-Optical Platform.

If field changes are made which affect the original Contractor’s material order for the Ciena 6500 Carrier Ethernet Packet-Optical Platform and require any changes of the original Ethernet Router order, the Contractor shall ensure that the Ciena distributor is contacted and made aware of such changes to alleviate any possible delays in delivery and installation.

If for any reason the switch or associated materials are defective or are damaged at the time of installation by the Contractor, the item shall be removed and replaced at no additional cost to the project. Items shall also be replaced if any failures occur do to manufacture’s defects, at no additional cost to the project prior to the final acceptance.

Neither the Ciena distributor nor Ciena Corporation has been involved in the design of the project network. The Contractor shall contact the Ciena distributor for equipment quotations and purchasing purposes only. The Contractor shall not contact or rely on either the Ciena distributor or Ciena for

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**REVISION OF SECTION 614|  
CARRIER ETHERNET PACKET-OPTICAL PLATFORM (6500)**

network design related questions. It is the Contractor's responsibility to provide the distributor's representative all information required pertaining to the complete network design as shown in the project plans. All questions pertaining to the network design shall be conducted through the Project Engineer for help or clarification.

When requesting quotations, the Contractor shall submit to Ciena distributor or Ciena a complete package including the following items:

4. A complete list of required equipment for purchase including materials and quantities based on the individual pay item project specifications including those stated under the Method of Measurement section of the specification to achieve a complete item(s) installation per the project plans.
5. A PDF copy of all project specifications pertaining to the material being ordered.
6. A PDF copy of all networking project plan sheets.

**CONSTRUCTION REQUIREMENTS**

The Contractor shall furnish the Ciena 6500 Carrier Ethernet Packet-Optical Platforms for the Communications Node Buildings and all upgrade equipment for the existing Ciena 6500 Carrier Ethernet Packet-Optical Platform locations. After the Contractor has placed the final order through the CenturyLink representative, the order will be forwarded to Ciena for staging and configuration for all Optical Platforms. Once the Optical Platform units are complete and ready to ship by Ciena, all materials will be shipped to the Colorado Transportation Management Center directly from the Ciena facility.

When all material has arrived at the CTMC, CDOT personnel and Ciena representatives will schedule and conduct the installations. While the CDOT and Ciena personnel install the Optical Platforms, the Contractor shall continue installation of the Ethernet Switches being purchased and installed as part of this project. This includes the Ciena 3930 Ethernet Switches, Ciena 3931 Ethernet Switches, Ciena 5142 Ethernet Switch, Ciena 5150 Ethernet Switches, and the Ciena 5160 Ethernet Switches.

Carrier Ethernet Packet-Optical Platform shall include Ciena 6500 Carrier Ethernet Packet-Optical Platforms furnished and accepted for both the Communications Node Buildings and all Ciena

6500 Carrier Ethernet Packet-Optical Platform upgrade equipment to be installed at the existing Optical Platform locations.

This work includes all items shown on Tables 1, 2, 3, 4 and 5; staging and configuration of each Ciena 6500 Carrier Ethernet Packet-Optical Platform. Work includes all Cat-6 Ethernet cables and single mode fiber optic pre-connectorized patch cables.

### **REVISION OF SECTION 614 ETHERNET SWITCH (3931)**

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

#### **DESCRIPTION**

For this project, at locations where installation of a Ciena 3931 Carrier Ethernet Service Delivery Switch (SDS) is infeasible due to the size of the switch, Ethernet Switch shall be a Ciena 3931 Carrier Ethernet SDS integrated in a weather proof enclosure and shall be installed on support posts, in cabinets, or attached to the side of cabinets, to transport Ethernet data to and from roadway ITS devices on this project. All Ethernet switches shall be manufactured by Ciena.

The Ethernet switch shall utilize Coarse Wavelength Division Multiplexing (CWDM) and Small Form-factor Pluggable (SFP) optic modules. Each switch shall be provided with both a CWDM SFP optic module and a 1310 nm SFP optic module where a two switch per wavelength deployment is utilized (typical design). The Contractor is advised that in certain cases there are more than two switches per wavelength and when this occurs, the switch or switches in the middle shall utilize two 1310 nm SFP optic modules. Optic modules shall be provided as described in the Project Specifications, 614 – CWDM SFP and 614 – Small Form-Factor Pluggable – 1310 nm SFP as part of this specification package. All optic modules for the Ciena 3931 shall be paid for as part of the Ethernet switch pay item.

The Ethernet switches shall interface with existing Ciena 5150 Ethernet aggregation switches located in an existing regeneration node building or the CTMC.

A single mode, 9/125um CWDM wavelength independent attenuator to match the wavelength of the SFP optic modules shall be included and installed in the communications cabinet termination patch panel. Optical attenuators shall be provided as described in the Project Specification, 614 - Coarse Wavelength Division Multiplexing Attenuator.

#### **MATERIALS**

The Ethernet switch shall be configured with two (2) 1GIG/10GIG SFP+ ports, four (4) 100M/1000M SFP ports and two (2) 10/100/1000M RJ-45 Ethernet ports. User Network Interface (UNI) ports are not required as part of the Ethernet switch.

The Contractor shall furnish and install the Ethernet switch and associated items shown in Item Table A below. The Contractor shall also furnish the Ethernet switch software and maintenance licenses show in Item Tables B and C. Tables A, B and C describe items for a single Ciena 3931 SDS Ethernet switch.

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**REVISION OF SECTION 614  
 ETHERNET SWITCH (3931)**

**Item Table A** – Ciena 3931 SDS Ethernet Switch, Typical Hardware Description

Item Description	Item Number	Quantity
3931, Pluggable System Module, (2) 1/10G SFP+, (4) 100/1000 SFP, (4) 10/100/1000M RJ-45	170-3931-900	1
3931, Enclosure For Pluggable System Module, (2) Slot AC Pluggable Power Supply	120-3931-900	1
Cable Entry Seal, Outside Plant Fiber, ½ Inch	170-0074-900	1
CN 3911, (3) Band Clamp UAM Pole Mount Kit	MISC-BCPM01	1
CN 3911, UAM Pole Mount Kit	MISC-MKPM01	1
AC Power Cord, IEC C15, 10FT, Outdoor, North America	170-0019-902	2
3931, AC Pluggable Power Supply, Wide Range 120.240V	170-0042-900	2
10/100/1000, SFP Transceiver, RJ-45 Connector, SGMII, 100 Meters, Extended Temperature	XCVR-A00CRJ	2
100M/1GIG, SM SFP OPTIC, LC Connector, 10 KM, 1310 NM Extended Temperature	XCVR-A10Y31	As Required
100M/1GIG, SM SFP OPTIC, LC Connector, 80 KM, 1xx0 NM Extended Temperature	XCVR-A80Dxx	As Required

xx – values range from 43 to 61 based on required CWDM wavelengths (1430 nm to 1610 nm)

**Item Table B** – Ciena 3931 SDS Ethernet Switch, Typical Software Description

Item Description	Item Number	Quantity
SAOS Advanced Ethernet Perpetual Software License for 3931	S70-0006-900	1
SAOS Advanced OAM Perpetual Software License for 3931	S70-0006-901	1
SAOS Advanced Security Perpetual Software License for Use with SAOS 6.X	170-0204-900	1
ESM Carrier ED Right to Manage Perpetual Software License for 3931	S70-0007-900	1

**Item Table C** – Ciena 3931 SDS Ethernet Switch, Typical Maintenance License

Item Description	Item Number	Quantity
Smartsupport, 3931, 3 Years	80M-3931-SSP	1
Hardware Repair Service 10 Day Maintenance, 3931, 2 Years	80M-3931-HWM	1
Next Business Day Managed Spares, CN 3931, 3 Years	80M-3931-NBS	1

Matching CWDM SFP optic modules shall also be provided for existing Ciena 5150 Ethernet aggregation switches in each of the regeneration node buildings to which the Ciena 3931 switches communicate since these Ciena 5150 switches are existing and not purchased as part of this project. Quantities for these Ciena 5150 Ethernet aggregation switch CWDM SFP optic modules are identified in these material tables and are included in the tabulations within the Plans.

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### **REVISION OF SECTION 614 ETHERNET SWITCH (3931)**

Each Ethernet Switch shall be furnished and installed with a G.8032 ring protection configuration in conformance with Ciena's Ethernet Design and Configuration Services per the Colorado Department of Transportation requirements either prior to installation or at the individual installation sites.

Preliminary configuration including all IP schema design for data transport will be conducted by CDOT personnel prior to installation. All final configurations and G.8032 configuration shall also be conducted by CDOT personnel.

If field changes are made which affect the original Contractor's material order for the Ethernet switches and require any reconfiguration of the original Ethernet switch material orders, the Contractor shall ensure that the Ciena distributor is contacted and made aware of such changes to alleviate any possible delays in delivery and installation. If for any reason the switch or associated materials are defective or are damaged at the time of installation by either the Contractor or by Ciena, the item shall be removed and replaced at no additional cost to the project. Items shall also be replaced if any failures occur due to manufacturer's defects, at no additional cost to the project prior to the final acceptance.

Neither Ciena distributor nor Ciena Corporation has been involved in the design of the project network. The Contractor shall contact the Ciena distributor for equipment quotations and purchasing purposes only. The Contractor shall not contact or rely on either the Ciena distributor or Ciena for network design related questions.

When requesting quotations, the Contractor shall submit to the Ciena distributor a complete package including the following items:

1. A complete list of required equipment for purchase including materials and quantities based on the individual pay item project specifications including those stated under the Method of Measurement section of the specification to achieve a complete item(s) installation per the project plans.
2. A PDF copy of all project specifications pertaining to the material being ordered.
3. A PDF copy of all networking project plan sheets.

It is the Contractor's responsibility to provide the distributor's representative all information required pertaining to the complete network design as shown in the project plans. During the bidding process, the Ciena distributor or Ciena Corporation is not responsible for any type of network design aide. All questions pertaining to the network design shall be conducted through the Department for help or clarification.

### **CONSTRUCTION REQUIREMENTS**

The 3931 SDS Ethernet switch shall be installed on device support posts and connected via the fiber optic backbone to a communications node building in a protected ring design. Each switch shall normally have both a CWDM SFP optic module and a 1310nm SFP optic module, except as previously noted where there are more than two switches per wavelength. Each switch shall be configured as part of creating a single carrier Ethernet diverse path sub-ring.

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**REVISION OF SECTION 614  
ETHERNET SWITCH (3931)**

For connection of the switch to the optical fiber network, one (1) lateral fiber optic cable shall be terminated and patch cables shall be installed and connected to the optical ports of the switch. A total of four (4) lateral fiber strands shall be used for data communications to the switch. Two (2) lateral fiber strands shall be used for communications connecting the SFP optics carrying CWDM traffic and two (2) lateral fiber strands shall be used for communications connecting the 1310 nm SFP optics, except as noted where there are more than two switches per wavelength.

Additional splicing is required for the CWDM optical filters at each Ciena 3931 location. The CWDM optical filters shall be used to split a single CWDM wavelength from the multiple wavelengths being transmitted along the fiber strands, including passing a 1310 nm wavelength between Ciena 3931 switch pairs. See 614 – Single Wavelength CWDM Optical Filter.

The Contractor shall provide single mode, bend insensitive, pre-connectorized duplex patch cables with a polyurethane jacket for connection from the coarse wavelength division multiplexing SFP optic module and the 1310 nm SFP optic module. Connectors for the patch cable shall be LC on the Ethernet switch end and ST on the termination end. For Ethernet switches in node buildings, if applicable, proposed termination panels may use LC connectors to accommodate

The high termination requirements of the proposed fiber optic cable, accordingly LC-to-LC patch cables may be utilized at these locations.

The patch cable shall be of sufficient length to span from the termination patch panel to the Ethernet switch SFP ports with a maximum of two (2) feet of slack. They shall be installed in a manner which will not interfere with internal device equipment in the switch enclosure and will include cable management so as not to interfere with future maintenance within the enclosure.

Two flexible liquid tight metal conduits shall be installed from the switch enclosure to the underside of the communications cabinet for electrical power cabling, single mode patch cables and Ethernet CAT6 communications cabling.

If required the Contractor shall arrange to provide for a certified Ciena representative either on site or via remote access through the Colorado Transportation Management Center network to aid in the configuration and installation of the Ethernet switch.

See the Revision of Section 614 – Testing and Integration for additional requirements.

Ethernet Switch 3931 shall include Ciena 3931 Carrier Ethernet service delivery switches installed and accepted for a complete installation. Also included shall be CWDM SFP optic module (for both Ciena 3931 and existing Ciena 5150 switches), 1310 nm SFP optic module, RJ-45 SFP modules, optical attenuator, power supplies, power cables, CAT6 Ethernet cables, single mode fiber optic pre-connectorized bend insensitive patch cables, material for the Ethernet switch attachment to the interior of the variable message sign, licenses, switch operating system and software, wiring, documentation, and configuration by the Ciena representative. Work includes arranging for a Ciena representative to be either on-site or via remote access.

## REVISION OF SECTION 614 ITS OFFLINE DEVICES

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

### DESCRIPTION

Throughout the duration of the project, the Contractor is responsible for the maintenance of all ITS devices and communications infrastructure contained within the limits of this project.

Offline, as used in this specification, is defined as time during which data or video is not being received by a Colorado Operations Center or Node Building.

### CONSTRUCTION REQUIREMENTS

The Contractor and the Department shall provide CDOT ITS (Jill Scott at office: 303.512.5805, jill.scott@state.co.us) and Region 1 Traffic Maintenance (at office: 303.757.9951, joseph.pirera@state.co.us) an advanced notice as described below:

(a) *Planned ITS Outages.*

A “planned outage” is considered to be any loss of device functionality or communication that can be anticipated in advance due to work activities within or related to the Project. For planned outages, CDOT ITS shall be given proper advance notice as described below. All proposed equipment, power, and all temporary communications necessary for maintaining ITS devices during construction shall be constructed and put in place prior to the cutover or reset in order to minimize downtime of devices.

1. ITS Network: The Contractor shall submit a fiber optic backbone cutover plan to CDOT ITS for review two weeks prior to performing the work, as well as a one week advance notice to CDOT ITS of any fiber optic backbone cutover work. This cutover plan shall detail how the Contractor will sequence the construction activities, so that the new backbone is installed and spliced into the existing devices and the node building such that 12-hours of downtime is not exceeded. CDOT’s network fibers shall be spliced first in the sequence. The fiber optic backbone splicing shall be scheduled for an overnight shift such that the ITS network shall be fully functional by 4 AM and the remaining cable is complete by 9 AM, unless otherwise approved by the Engineer. The fiber optic backbone splicing shall be scheduled between Tuesday and Thursday, except holidays, unless otherwise approved by the Engineer.

For work on node locations, the Engineer shall be notified about the need to shut down power in order to perform electrical wiring work at least 48 hours before the power needs to be shut down. Additionally, the Engineer shall be notified the day before the shutdown and on the morning of the day of the shutdown. Power shall be turned off in a responsible manner that will not harm existing node components. All necessary precautions and preparations shall be made and coordinated with CDOT prior to power being turned off. Power may not be off for a period of longer than 45 minutes unless specifically authorized by the Engineer.

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**REVISION OF SECTION 614  
ITS OFFLINE DEVICES**

2. ITS Devices: The Contractor shall provide a 72-hour advance notice to CDOT ITS to coordinate any downtime for ITS devices for a planned outage. Allowable offline periods for ITS field devices shall be a 48-hour period scheduled between Tuesday and Thursday, excluding holidays, unless otherwise approved by the Engineer. ITS field devices covered under this special provision include, but are not limited to, CCTVs, MVRDs, RWISs, TTIs, ramp meters, VMSs, dopplers, and ATRs. No more than two ITS devices shall be inoperable at any one time.

For locations with new poles, all work on the new pole including installation of the cabinet, power, pull boxes, and fiber optic cables shall be advanced to the greatest possible degree of completion before any part of the existing system is disturbed. When the existing system is disturbed at a one location, work at that location shall progress continuously until that new or reset installation is fully operational and connected to the CMTC.

Installation of in-cabinet elements into new cabinets shall be done at locations where no construction traffic control is required.

(b) *Unplanned ITS Outages.*

An “unplanned outage” is considered to be any loss of network communications or device functionality that CDOT ITS does not receive proper advance notice, as described above, or is due to the Contractor’s negligence, act or omission under their control.

1. ITS Network: If the Contractor damages the CDOT ITS fiber optic backbone, CDOT ITS loses communications or power to a node building or operations center (e.g. damages ITS fiber optic backbone, disables the power to a node building/CTMC, or disables the communications between CMTC, node building and/or device) as a result of the Contractor’s negligence, act or omission under their control, the Contractor shall be charged a disincentive. This disincentive is assessed per the requirements in Schedule 6 (*Performance Mechanism*) of this Project Agreement.



## REVISION OF SECTION 614 GROUNDING AND BONDING

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

### DESCRIPTION

This work consists of grounding and bonding requirements at project locations for all Intelligent Transportation System (ITS) related structures, poles, service pedestals and cabinets. The work covered in this section consists of labor, materials, and services required for a functional and unobtrusive grounding system.

- (a) *General.* Provide comprehensive grounding and bonding for ITS related equipment. CDOT's target resistance to ground value is equal to or less than 10  $\Omega$ .
- (b) *Applicable Documents.* Work performed in this section shall comply with the most current edition of the following codes and standards:
  1. IEEE 81 – Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System,
  2. IEEE C2 – National Electrical Safety Code,
  3. NEMA GR 1 – Grounding Rod Electrodes and Grounding Rod Electrode Couplings,
  4. NFPA 70 – National Electrical Code,
  5. NFPA 70E – Standard for Electrical Safety in the Workplace,
  6. NFPA 780 – Standard for the Installation of Lightning Protection Systems,
  7. TIA-607 – Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises,
  8. UL 96 – Lightning Protection Components,
  9. UL 96A – Installation Requirements for Lightning Protection Systems, and
  10. UL 467 – Grounding and Bonding Equipment.
- (c) Identify to the Engineer any conflicts between the requirements of codes/standards development organizations and the specifications for this project.
- (d) *Submittals.*
  1. Provide cut-sheets of each type of product proposed for approval by the Engineer prior to commencement of work.
  2. Provide a system plan, conductor routing, supports, connectors and ground rods along with connection, mounting and splicing details.

### MATERIALS

Components.

1. Grounding electrodes (driven rods): Provide ground rods that meet or exceed the following requirements:
  - A. Preferred: Copper-clad steel ground rods (pointed) shall not be less than 0.625 inch diameter and a minimum of eight feet in length. It shall be UL certified and have a minimum plating thickness of 10 mil copper cladding.
  - B. Other Alternatives: Other ground rod types, such as chemical ground electrodes, may be considered based on site soil chemistry, adjacent electrically bonded structures, or if the

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### **REVISION OF SECTION 614 GROUNDING AND BONDING**

installation must occur in a corrosive area. The Contractor shall obtain written permission from the Engineer prior to using the previously mentioned alternatives.

2. **Grounding Electrode Conductor:** The grounding electrode conductor shall be solid or stranded copper with a minimum size of #6 AWG, unless otherwise specified. The Contractor shall size the grounding electrode conductor in accordance with Article 250.66 of the NEC. Bare and insulated grounding electrode conductors shall be permitted, as approved by the Engineer. Insulated grounding electrode conductors shall be Type THWN and conform to the requirements of Article 310 of the NEC. Insulated grounding electrode conductors shall utilize a green jacket color. The grounding electrode conductor run shall be installed in one continuous run without a splice or joint, except as permitted in accordance with Article 250.64(C) of the NEC.
  - A. For bonding between a cabinet frame and busbar, a braided ground strap shall be utilized. The braided ground strap shall consist of non-insulated tinned copper flat braid wire with a minimum width of 0.5 inches and a thickness of 0.07 inches (based on estimated #6 AWG equivalence).
3. **Grounding Connectors:** Grounding connectors shall be provided for attachment to grounding electrodes, ground bus and ground lugs. Grounding and bonding connections shall be made by means of a compression connector, a mechanical connector, or an exothermic weld. Mechanical and compression connectors shall have only one conductor installed unless designed or UL-listed for more conductors. Mechanical connections shall only be permitted when a compression or exothermic connection cannot be made.
4. **Ground Bus:** Provide copper bar stock grounding busbar. The minimum size shall be 0.25 inch thick by 2 inches high by 6 inches wide and positions for five lugs, unless otherwise specified by the Engineer. Hole patterns on the busbar shall accommodate two-hole lugs in accordance with TIA-607 and hole spacing should not be less than 0.75 inch. Busbar must be wall mountable and UL certified. Stand-off brackets shall also be included and brackets shall be manufactured from 300 series stainless steel with stainless steel bolts and lock washers.

### **CONSTRUCTION REQUIREMENTS**

General: Install equipment, materials and devices in accordance with equipment manufacturer's written instructions and in compliance with applicable installation standards.

1. **Connections:**
  - A. Provide exothermically welded connections below grade and in areas exposed to visible moisture.
  - B. Provide heavy duty bolted clamped connections, UL listed, above grade and in areas where safety to personnel and structures dictate.
2. **Installation:**

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**REVISION OF SECTION 614  
GROUNDING AND BONDING**

- A. Install one grounding electrode. Each grounding electrode shall be installed such that at least the entire length is in contact with the soil. Where a rock bottom is encountered, the grounding electrode installation shall conform to the requirements of Article 250.53(G) of the NEC. The grounding electrode system shall be installed within CDOT right-of-way.
  - B. Leave top of grounding electrode exposed for testing and for verifying quantities.
  - C. Measure the resistance of the installed grounding electrode with respect to the surrounding soil using an earth ground resistance tester.
  - D. If the results exceed  $10 \Omega$ , install a second grounding electrode a minimum of one electrode length away from the first grounding electrode. The bonding jumper used to connect grounding electrodes shall be installed and sized in accordance with Article 250.53(C) of the NEC.
  - E. Measure the resistance of the installed grounding electrode system with respect to the surrounding soil using an earth ground resistance tester.
  - F. Record and report results to Engineer in writing. CDOT's target resistance to ground is equal to or less than  $10 \Omega$ , however after installing two grounding electrodes, a resistance to ground value equal to or less than  $25 \Omega$  will be accepted by CDOT. The Contractor shall be responsible for confirming the resistance to ground requirements with the various manufacturers of the equipment it procures for this project. Where manufacturers have more stringent resistance to ground requirements for operational performance and warranties, the Contractor shall be required to adhere to the manufacturer's requirements for acceptance by CDOT.
  - G. In the absence of low resistance soil conditions, the Engineer, at his/her sole discretion, may allow the use of the following: bentonite to fill the ground rod hole; chemical electrodes; or ground enhancement material. The Contractor shall obtain written permission from the Engineer prior to using the previously mentioned materials.
3. Surface Preparation
- A. Ground Bus: An abrasive pad shall be used to remove any dirt, grease, oil and oxidation from the ground bus. A thin coating of antioxidant compound shall be applied to the connection point on the ground bus. Using stainless steel hardware, the Contractor shall tighten and torque to the value specified for the hardware grade, material and size. Only one lug shall be installed per a two-hole mounting on a bonding surface. Lugs shall not overlap or use the same mounting holes on a bonding surface. Due to thermal cycling anticipated in the field environment, the lock washer shall be substituted with flat washers and a cupped spring washer (i.e., Belleville washer), with the cup against the head of the bolt.

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**REVISION OF SECTION 614  
GROUNDING AND BONDING**

- B. Other Surfaces: Clean the surface thoroughly where the grounding lug is to be connected. The grounding surface shall be clean of any paint, dirt, grease, oil, rust and other oxidation. A thin coating of antioxidant compound shall be applied to the connection point on the surface. Using stainless steel or silicon bronze hardware, the Contractor shall tighten and torque to the value specified for the hardware material and size. Lugs shall not overlap or use the same mounting holes on a bonding surface. The lock washer shall be substituted with flat washers and a cupped spring washer, with the cup against the head of the bolt.
- C. Ground Attachment to Structures and Poles: The grounding electrode conductor shall be connected to the ground stud on a structure or within a pole using stainless steel nuts and cupped spring washers. The connector type for the grounding electrode conductor shall be a full circle connector sized appropriately for the diameter of the ground stud and the wire gauge of the conductor.

Where a ground stud does not exist on a structure or within a pole, the Contractor shall install a tapped and threaded hole to accommodate the grounding electrode conductor and screw. The connector type for the grounding electrode conductor shall be a full circle connector sized appropriately for the diameter of the screw and the wire gauge of the conductor. Stainless steel screws and cupped spring washers shall be included.

- D. Grounding Connectors: The lug size, configuration and material for compression connectors shall be selected based on the grounding electrode conductor size and fastening conditions. The insulation shall be trimmed back so that the bared grounding electrode conductor is slightly longer than the barrel. After applying an antioxidant compound on the exposed grounding electrode conductor, insert the conductor so that it touches the end of the barrel as viewed through the inspection port. Ensure the grounding electrode conductor remains at the end of the barrel before making the first crimp nearest the tongue end and working toward the conductor with the remaining crimps. The lug manufacturer's instructions shall be followed for the number of crimps and their location on the barrel.

For exothermic welds to the grounding electrode conductor, select the mold and weld metal applicable to the conductor size and lug configuration. Clean and dry (using a torch) the grounding electrode conductor and the mold. Insert the conductor and lug into the mold. Close the handle clamp, lock the mold and then insert the disk into the mold. Pour the weld metal into the mold and apply the starting material over the weld metal and on the lip of the mold. Close the cover and ignite using a flint igniter. After the reaction is complete, wait a minimum of 15 seconds and then open the mold and remove the finished lug connection. Clean any slag from the finished lug connection.

See project specific Testing & Integration Plan for additional requirements.

## **REVISION OF SECTION 614 HVAC**

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

### **DESCRIPTION**

This work consists of furnishing and installing heating, ventilation, and air conditioning (HVAC) units for Traffic Management System Buildings.

### **MATERIALS**

The Contractor shall furnish and install a self-contained wall mount heating, ventilation, and air conditioning (HVAC) unit suitable for outdoor use that is fully compatible with installation in the traffic management system building. The unit shall be completely factory assembled and tested and shall include compressor, indoor and outdoor coils, fans and motors as required, pre-wired controls, interconnecting refrigerant tubing, wiring, disconnects, and other necessary components mounted in a corrosion resistant cabinet. The units shall be Underwriters Laboratories (UL) approved and Air-Conditioning, Heating, and Refrigeration Institute (AHRI) AHRI Standard 210 certified.

Each HVAC unit shall have a Seasonal Energy Efficiency Ratio/Energy Efficiency Ratio (SEER/EER) rating of 10 or higher at AHRI conditions of 20°C wet bulb, 25°C dry bulb entering indoor air, and condenser entering air temperature of 35°C dry bulb. The total net cooling minimum capacity of the individual units shall be 56,500 British Thermal Units per Hour (BTUH) or greater, and sensible capacity shall be 45,600 BTUH or greater at AHRI conditions stated above. Electric resistance heating of 10 kilowatts shall be provided integral to the units. The compressor shall be a hermetic-type unless otherwise approved by the Engineer. The refrigeration circuit shall include high and low pressure switches with a lockout relay. The contacts of the lockout relay shall be used to represent air conditioner / heater failure and shall be connected to the alarm terminal blocks.

The condenser and evaporator coils shall be constructed of aluminum plate fins mechanically bonded to seamless copper tubes. Outdoor fans shall be direct driven, slow speed propeller type for quiet operation. An economizer shall be factory installed within the cabinet of the air conditioner / heater. Slip-in economizers are not acceptable. The economizer shall include an enthalpy sensor to control the damper by measuring the total heat content of the outside air.

Unless otherwise noted on the plans; provide 230-VAC, 1-Phase units for buildings with a 120/240-VAC, 1-Phase electrical service, 200-VAC, 3-Phase units for buildings with a 120/208-VAC, 3-Phase electrical service, and 460-VAC, 3-Phase units for buildings with a 277/480-VAC, 3-Phase electrical service.

The air conditioning system shall include a lead/lag controller with thermostat with temperature adjustments over a minimum range of 15°C to 35°C. The air conditioner / heater controller shall have a programmable, 7-day, 24-hour clock with battery backup selectable for automatic air conditioner / heater switch over. It shall be possible to activate both air conditioner / heaters to accelerate cooling of the Traffic Management System Building when the building has reached a high ambient temperature.

### **CONSTRUCTION REQUIREMENTS**

Shop drawings shall be submitted for approval.

All installation work shall be completed in a professional and workman like manner.

**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING GENERATOR**

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

**DESCRIPTION**

The work shall include obtaining and installing a generator and all necessary conduit and wiring to connect the generator to the automatic transfer switch in the Traffic Management System Building. This work shall include all necessary conduits, wires, enclosures, equipment, materials, and personnel.

**MATERIALS**

The Contractor shall provide a generator with an environmental enclosure rated for installation in an exterior uncovered setting. The generator set shall be of the latest commercial design and shall include all of the necessary accessories for complete and operational installation as shown on the plans and in the specifications. The equipment supplied and installed shall meet the requirements of the National Electrical Code (NEC), along with all applicable local codes and regulations. All equipment shall be new and of current production of a national firm that manufactures the generator set and controls, transfer switches, switchgear, and assembles the generator set as a complete and coordinated system. There shall be one source of responsibility for warranty, parts, and service through a local representative with factory-trained service personnel.

(a) *Equipment.*

1. The generator shall be rated at not less than 60-kW/75-kVA at 120/208-VAC 3-Phase, and shall include an enclosed molded-case 250 Amp, 3-Pole output circuit breaker. The generator shall be capable of this rating while operating in an ambient condition of 90°F and 4800 feet above sea level.
2. Vibration isolators shall be provided between the engine-alternator and heavy-duty steel base.
3. The unit shall be supplied with all hardware to bolt the unit to a concrete slab.

(b) *Engine - The engine shall be equipped with the following:*

1. An electronic isochronous governor capable of +0.5 percent steady-state frequency regulation.
2. 12 Volt positive engagement solenoid shift-starting motor.
3. 70 Ampere minimum automatic battery charging alternator with solid-state voltage regulation.
4. Positive displacement, full pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain.
5. Dry-type replaceable air cleaner elements for normal applications.
6. The engine shall be fueled with natural gas and be supplied with a unit-mounted electric solenoid fuel shut-off valve, flexible fuel line, and secondary fuel pressure regulator.

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**REVISION OF SECTION 614  
TRAFFIC MANAGEMENT SYSTEM BUILDING GENERATOR**

7. The engine shall have a minimum of eight cylinders, and be liquid-cooled by a unit-mounted radiator, blower fan, water pump, and thermostats. This system shall properly cool the engine with up to 0.5 inches water static pressure on the fan in an ambient temperature up to 122°F (50°C).
- (c) *Alternator.*
1. The alternator shall be of a permanent magnet brushless design.
  2. The alternator shall be salient-pole, brushless, 12-lead reconnectable, self-ventilated of drip-proof construction with amortisseur rotor windings and skewed stator for smooth voltage waveform. The insulation shall meet the NEMA MG1-2014 Part 33.4 for Class H and be insulated with epoxy varnish to be fungus resistant per NEMA RE 2-1999 . Temperature rise of the rotor and stator shall be limited to 266°F (130°C). The excitation system shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/- 2 percent at all constant loads from 0 percent to 100 percent of rating. The regulator must be isolated to prevent tracking when connected to silicon-controlled rectifier (SCR) loads, and provide individual adjustments for voltage range, stability and volts-per-hertz operations, and be protected from the environment by conformal coating.
  3. The generator set shall meet the transient performance requirements of ISO 8528-5, class G2.
  4. The alternator excitation shall be of a permanent magnet exciter design.
  5. The generator shall be inherently capable of sustaining at least 250 percent of rated current for at least ten seconds under a 3-phase symmetrical short circuit without the addition of separate current support devices.
  6. The alternator having a single maintenance-free bearing, shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.
- (d) *Controller.*
1. Set-mounted controller capable of facing right, left, or rear, shall be vibration isolated on the alternator enclosure. The controller shall be capable of being remote-mounted. The microprocessor control board shall be moisture proof and capable of operation from -40°F (-40°C) to 185°F (85°C). Relays shall only be acceptable in high-current circuits.
  2. Circuitry shall be of plug-in design for quick replacement. Controller shall be equipped to accept a plug-in device capable of allowing maintenance personnel to test controller performance without operating the engine.
  3. The controller shall include the following features:
    - A. Fused DC circuit.

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**REVISION OF SECTION 614  
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- B. Speed sensing and a second independent starter motor disengagement systems shall protect against starter engagement with a moving flywheel. Battery charging alternator voltage shall not be acceptable for this purpose.
  - C. Complete 2-wire start/stop control, which shall operate on closure of a remote contact.
  - D. The starting system shall be designed for restarting in the event of a false engine start, by permitting the engine to completely stop and then re-engage the starter.
  - E. Cranking cyler with 15 second ON and OFF cranking periods.
  - F. Overcrank protection designed to open the cranking circuit after 75 seconds if the engine fails to start.
  - G. Circuitry to shut down the engine when signal for high coolant temperature, low oil pressure, or overspeed is received.
  - H. Engine cool down timer factory set at five minutes to permit unloaded running of the standby set after transfer of the load to normal.
  - I. 3-position (Automatic-OFF-TEST) selector switch. In the TEST position, the engine shall start and run regardless of the position of the remote starting contacts. In the Automatic position, the engine shall start when contacts in the remote control circuit close and stop five minutes after those contacts open. In the OFF position, the engine shall not start even though the remote start contacts close. This position shall also provide for immediate shutdown in case of an emergency. Reset of all faults shall also be accomplished by putting the switch to the OFF position.
  - J. Audible alarm with silencing means per NFPA 110.
4. Standard indicating lights to signal the following shall be included:
- A. Not-in-Auto (flashing red)
  - B. Overcrank (red)
  - C. Emergency Stop (red)
  - D. High Engine Temperature (red)
  - E. Overspeed (red)
  - F. Low Oil Pressure (red)
  - G. Battery Charger Malfunction (red)
  - H. Low Battery Voltage (red)
  - I. Low Fuel (red)
  - J. Auxiliary Prealarm (yellow)
  - K. Auxiliary Fault (red)
  - L. System Ready (green)
5. Test button for indicating lights.
6. Terminals shall be provided for each indicating light above, plus additional terminals for common fault and common pre-alarm.

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**REVISION OF SECTION 614  
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(e) *Instrument Panel.*

The instrument panel shall include the following:

1. Dual range voltmeter 3 1/2 inch, +/- 2 percent accuracy
2. Dual range ammeter 3 1/2 inch, +/- 2 percent accuracy.
3. Voltmeter-ammeter phase selector switch.
4. Lights to indicate high or low meter scale.
5. Direct reading pointer-type frequency meter 3 1/2 inch, 0.5 percent accuracy, 45 to 65 hertz (Hz) scale.
6. Panel-illuminating lights.
7. Battery charging voltmeter.
8. Coolant temperature gauge.
9. Oil pressure gauge.
10. Running-time meter.
11. Voltage-adjust rheostat

(f) *Accessories.*

1. An 80 percent rated line circuit breaker of 250 amperes, 240 volt rated, molded case type, generator mounted. A resettable line current sensing circuit breaker with inverse time versus current response shall be furnished which protects the generator from damage due to its own high current capability. This breaker shall not trip within the ten seconds specified above to allow selective tripping of down-stream fuses or circuit breakers under a fault condition. This breaker shall not automatically reset, preventing restoration of voltage if maintenance is being performed. A field current-sensing breaker shall not be acceptable.
2. Engine block heater. Thermostatically controlled and sized to maintain manufacturers recommended engine coolant temperature to meet the start-up requirements of NFPA 110, Level 1.
3. Weather housings shall be constructed of rugged steel, cleaned, phosphated, and electrocoat painted inside and out with rust inhibiting primer and exterior coat of the manufacturer's standard color. Side panels shall be lockable and easily removed for servicing.
4. Battery rack, and battery cables, capable of holding the manufacturer's recommended batteries, shall be supplied.
5. 6 Ampere automatic float and equalize battery charger with +/- 1 percent constant voltage regulation from no load to full load over +/-10 percent.
6. AC input line variation, current limited during engine cranking and short circuit conditions, temperature compensated for ambient temperatures from -40°F (-40°C) to +140°F (60°C), 5 percent accurate voltmeter and ammeter, fused, reverse polarity and transient protected.
7. The engine exhaust silencer shall be coated to be temperature and rust resistance, rated for critical application. The silencer shall reduce total engine exhaust noise by 25-35 decibels (A).
8. Gas-proof, seamless, stainless steel, flexible exhaust bellows with threaded NPT connection.

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### **REVISION OF SECTION 614 TRAFFIC MANAGEMENT SYSTEM BUILDING GENERATOR**

9. Two flexible fuel lines rated at a minimum of 257°F and 100 pounds per square inch ending in pipe thread.
10. Generator rodent guards.

The generator set shall conform to the requirements of the following codes and standards:

1. NFPA 70 – National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.
2. NFPA 110 – Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit, component level type tests shall not substitute for this requirement.
3. UL 2200. The generator set shall be listed to UL 2200 or submit to an independent third party certification process to verify compliance as installed.

### **CONSTRUCTION REQUIREMENTS**

The Contractor shall submit foundation and generator slab drawings and calculations for approval.

The generator shall be installed in accordance with the manufacturer's recommendations. It shall be leveled on the pad. It shall be bolted to the pad in accordance with manufacturer's recommendations.

A site test shall be performed by the manufacturer. An installation check, start-up, and Traffic Management System Building load test shall be performed by the generator manufacturer's local representative. The engineer, regular operators, and the maintenance staff shall be notified of the time and date of the site test five business days in advance of the tests. The tests shall include:

1. Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
2. Accessories that normally function while the generator set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery charger, alternator strip heaters, remote annunciator, etc.
3. Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the shelter, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage and frequency, and phase rotation.
4. Automatic start-up by means of simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator set voltage, amperes, and frequency shall be monitored throughout the test. An external load bank shall be connected to the system if sufficient Traffic Management System Building load is unavailable to load the generator set to the nameplate kilowatt rating.

#### **4. UTILITIES**

##### **4.1. General**

4.1.1. This Section provides information on the Developer's, the Department's, and Utility Owners' roles and responsibilities associated with any existing or new Utility that is located or planned to be located within the Site, and any Service Line or Utility service in respect of any such Utility, including but not limited to how a Utility is to be protected, adjusted, upgraded, constructed, or incorporated into the Project.

4.1.2. Utility Work is necessary to accommodate the Project for the following reasons:

- a. Utility avoidance;
- b. The Utility Relocations;
- c. Any Utility Betterment; or
- d. Any Requested Relocation.

##### **4.2. Utility Work Obligations**

4.2.1. The Developer shall either execute a Utility No-Conflict Closeout Form or execute a Utility Work Order for every Utility located within the Site (excluding any Temporary Property that is not a Temporary Easement). The Developer shall develop procedures for addressing Utility Work during design and construction, in accordance with Schedule 8 Project Administration.

4.2.2. The Construction Work will affect both existing and planned Utilities. The Department has coordinated with Utility Owners to provide the preparation of various preliminary planning, design, and schedule activities for the Utilities potentially impacted by the Project. The Utility Owners' preliminary planning, design and schedule (between Brighton Boulevard and Colorado Boulevard) to perform the Utility Owners' Utility Relocations is based on the design of the Project, as provided in the Reference Documents.

4.2.3. The Developer shall coordinate and cooperate with the Department and the Utility Owners to ensure that all Utility Relocations and all Utility Work (whether performed or furnished, respectively, by a Utility Owner or by the Developer) is performed in accordance with the applicable URA and Utility Work Order. The physical limits of the Developer's obligation for the performance of Utility Work shall extend as far as is necessary to accommodate a Utility Relocation (taking into account the requirements of the Utility Owners, Governmental Authorities, and adjacent property owners).

4.2.4. The Developer shall use Reasonable Efforts to anticipate and avoid Utilities, and to otherwise minimize and/or mitigate the consequences of Utility Work.

4.2.5. The Department anticipates that the review and Permit fee process set out in Section 4 of the Denver IGA shall apply with respect to the performance of the Utility Work by the Developer.

4.2.6. The Developer shall be responsible for performing all Utility Work in accordance with the requirements of the URAs, this Section 4, and other relevant provisions of the Agreement.

4.2.7. The Developer shall prepare permanent and temporary electrical designs for the Construction Work, which shall include the electrical and power requirements for the lighting, Intelligent Transportation Systems (ITS), the ETC system, traffic signals, landscaping, Cover, pump stations, and all other electrical devices that, in each case, form part of the Construction Work.

##### **4.2.8. Utility Services**

- a. Developer shall be responsible for all costs of Utility services, including costs for power, communications, natural gas, and water service associated with the Work and the Developer's operations such as maintenance facilities, office facilities, or other similar facilities under Developer's control necessary for the Work unless otherwise specified in Appendix E Utility Service Matrix to this Section 4.

- b. The Developer shall perform all Utility Work necessary to maintain existing or establish new Utility services for lighting, ITS, the ETC system, traffic signals, landscaping, Cover, pump stations, and all other electrical devices that, in each case, form part of the Work. All cost charges from the service provider, and all necessary materials, including meter (if required), labor, and coordination required to maintain existing or establish new Utility services shall be the Developer's responsibility unless specified otherwise in Appendix E Utility Service Matrix to this Section 4.
- c. The Developer shall be responsible for the coordination of power source work to be performed by Xcel Energy. The Developer shall contact the Xcel Energy Builder's Call Line at 1-800-628-2121 or by email at bclco@xcelenergy.com to request, and process to completion, the required coordination to establish the Utility service for lighting, ITS, traffic signals, landscaping, Cover, pump stations, and other electrical devices that, in each case, form part of the Work. All power connections to devices shall include a quick-disconnect.
- d. The Developer shall obtain approval of the design from the Utility service provider and coordinate and meet all requirements as specified by the Utility service provider for the complete and operational Utility service to all required locations.

#### 4.2.9. Utility Work

Unless stated otherwise, Utility Work includes, but is not limited to, the following activities:

- a. Verification of all Utilities, as identified or described in the Utility Data, and the identification of all other Utilities, including in each case all necessary potholing located within the Construction Work or otherwise impacted by the Construction Work, excluding verification associated with a Private Utility Owner's design or Relocation;
- b. Development and updating of the Utility Matrix;
- c. Preparation and execution of Utility No-Conflict Closeout Forms;
- d. Negotiation, preparation, and execution of the Utility Work Order for each Utility Relocation and Utility service, including preparation and provision of such written information concerning the Construction Work (such as reports, plans and surveys) as required to fully identify the extent of such Utility Relocation and as reasonably requested by the Department and the Utility Owner;
- e. Preparation of Utility Relocation design for each Utility Relocation of a Public Utility and obtaining design acceptance from the Publicly Owned Utility by obtaining its execution of a DRAL;
- f. Construction and Inspection of Utility Relocations of Public Utilities, including Service Lines, Utility services, temporary Utility Relocations, and obtaining construction acceptance from the Publicly Owned Utility by obtaining its execution of a CRAL;
- g. Remove or flow-fill abandoned existing Public Utilities that are greater than 12 inches in diameter;
- h. Extension of all existing Utility casing to the limits required by the CDOT Standard Specifications. The Developer shall be responsible to extend casings for Publicly Owned Utilities in connection with the Project. The Developer shall be responsible to coordinate with the Private Utility Owners to locate and extend existing casings in connection with the Project;
- i. Review of the Utility Relocation design for each Private Utility and execution of a DRAL certifying that the design of each Utility Relocation is compatible with the Construction Work (except as such process is specifically modified by the URA between CDOT and Zayo Group, LLC);

- j. Reimbursement to Private Utility Owners in accordance with the terms of the applicable URA for design costs incurred by such Private Utility Owners in respect of Utility Relocations;
- k. Inspection of the Utility Relocation construction for each Private Utility and execution of a CRAL certifying that the construction of each Utility Relocation is compatible with the Construction Work;
- l. Reimbursement to Private Utility Owners in accordance with the terms of the applicable URA for Utility Relocation costs incurred by such Utility Owners in performing Utility Relocations within an easement owned by the Private Utility Owner;
- m. Reimbursement to Utility Owners for the acquisition of replacement easements required for Utility Relocations in respect of existing easements shown on the Right-of-Way Exhibits provided in Schedule 10B Contract Drawings.
- n. Resurfacing and restriping of streets and parking areas, and reconstruction of curb and gutter and sidewalks where necessary due to Utility Relocations performed by the Developer, or performed by a Private Utility Owner, within the Site;
- o. Compliance with its obligations under Schedule 14 Strategic Communications insofar as such obligations relate to the Utility Work;
- p. Performance of traffic control for Utility Work performed by the Developer, or Utility Relocations performed by a Private Utility Owner, within the Site;
- q. Provision of survey coordinates, including field staking, as necessary for design and construction of Utility Work performed by the Developer or for Utility Relocations performed by a Private Utility Owner;
- r. Performance of Incidental Utility Work;
- s. Responsibility for payment of all Utility service fees and maintenance of Utility services unless specified otherwise in Appendix E Utility Service Matrix to this Section 4;
- t. Provision of as-built plans for Utility Work performed by the Developer, including x, y and z coordinates for all completed Utility Work Orders;
- u. Incorporation of Utility as-built plans into Project plans base file for inclusion in all subsequent plan submittals;
- v. Identification and removal of abandoned existing Private Utilities as required to complete the Construction Work; and
- w. All necessary Construction Work associated with Utility Work.

#### 4.2.10. Exclusions From Utility Work

Utility Work excludes the following activities:

- a. Issuance of any Permit to any Utility Owner;
- b. Provision and maintenance of any insurance in excess of the Developer's obligations under the Agreement; and
- c. Design and construction of Utility Relocation of Private Utilities, including Service Lines and temporary Utility Relocations, unless identified as a Requested Relocation.

#### 4.2.11. Developer's Responsibility to Perform

- a. Without prejudice to the Developer's rights under the Agreement as a result of the occurrence of a Supervening Event, the Developer shall perform all activities included in the Utility Work with respect to each impacted Utility regardless of the following:

- i. Whether or not the Utility was identified in the Utility Data or, if identified, whether or not the Utility was accurately identified; or
  - ii. The type of action, if any (e.g., Utility Relocation, Protection in Place), feasibility, estimated duration of Construction Work, or any other characteristic of any Utility Relocation concept(s) proposed for the Utility in the Utility Data.
- b. The Developer shall be responsible for coordinating with Utility Owners in relation to the performance of all Utility Work by the Developer and the performance of all work relating to Utility Relocations by Utility Owners.

#### 4.2.12. Utility Owners

- a. Except as otherwise provided in the applicable URA or Utility Work Order, all Utility Work performed by the Developer shall comply with the relevant Utility Relocation Standards. The Developer shall obtain all such written specifications, standards of practice, and construction methods and other information and materials constituting the Utility Relocation Standards from the Utility Owners. In the event of a conflict between the requirements of the Utility Owner set out in the relevant Utility Relocation Standards or the applicable URA and the requirements of the Agreement, the Department will determine, in its sole discretion, which requirement governs. The Developer is responsible for the resolution of any unresolved ambiguity prior to proceeding with any Utility Work.
- b. Utility Relocations to be performed by the Developer for any existing Utilities shall be designed and constructed to provide service at least equal to that provided by the existing Utility, unless the Utility Owner approves a lesser replacement.
- c. In performing the Utility Work, the Developer shall ensure that all Utility Work results in Utilities being located in a manner to allow future Utility maintenance to be performed by the relevant Utility Owner without disruption to the operation or maintenance of the I-70 Mainline, I-270, I-225 and related facilities.
- d. Utilities shall not be placed longitudinally within the I-70 Mainline, nor shall Utility Relocations be allowed within the I-70 Mainline, except as Approved by the Department.

#### 4.3. Identification of Utilities

##### 4.3.1. Department-Supplied Information

The Department has completed an initial Utility investigation and has identified the Utilities that may be impacted by the Construction Work. The Department has not performed a complete investigation of Service Lines or location and size of existing casings. The results of the Department's investigations are indicated in the Utility Data.

##### 4.3.2. Developer's Investigations

- a. The Developer shall identify and confirm the existence, exact location, size, and type of all Utilities located within the Site or that might otherwise be impacted by the Construction Work, whether or not such Utilities are shown in the Utility Data, including all potentially impacted Service Lines. Such actions shall include making diligent inquiry at the offices of the Utility Owners, consulting public records, and conducting field studies (such as subsurface Utility engineering), as appropriate, taking into consideration the possibility that Utility Owners may provide inaccurate or inexact information with regard to their Utilities.
- b. If the Developer identifies any Utility during such investigations or otherwise during the performance of the Construction Work that was not identified in the Utility Data, the Developer shall notify the Department and the relevant Utility Owner immediately upon discovery. Thereafter, the Department, the Developer, and the Utility Owner shall either execute a Utility No-Conflict Closeout Form in respect of such Utility, or execute a Utility

Work Order in respect of such Utility, including agreement as to whether the Utility Owner or the Developer shall be required to perform the relevant Utility Relocation.

- c. The Developer shall, at least monthly, and otherwise upon the Department's reasonable request (a request shall be deemed to be reasonably made by the Department if the relevant Utility Owner has requested such information in accordance with the terms of the relevant URA), deliver to the Department and Utility Owner the updated Utility Matrix, which shall be updated and expanded to include the following information (unless otherwise agreed between the Parties):
  - i. The relevant number and execution date of each executed Utility Work Order;
  - ii. Each Utility No-Conflict Closeout Form execution date;
  - iii. Each DRAL execution date;
  - iv. Each CRAL execution date;
  - v. Completed as-built plans delivery date, to or by the Developer, as applicable; and
  - vi. Identification of all changes made since the immediately prior version of Developer's Utility Matrix.

#### 4.3.3. Utility Work Orders

- a. The Utility Owner, the Developer, and the Department, in that order, shall execute a Utility Work Order prior to commencement of any Utility Work to be performed by the Developer or Utility Relocation to be performed by a Utility Owner. The Developer may prepare a single Utility Work Order covering more than one Utility Relocation, Utility Betterment, or Requested Relocation with the consent of the Department and the relevant Utility Owner.
- b. Prior to executing any Utility Work Order, the Developer and the Department shall meet with the relevant Utility Owner to negotiate the relevant draft Utility Work Order, including the following:
  - i. In accordance with the procedures set out in the applicable URA, the scope of work, the implementation schedule, and any exhibits and any other matters required to be agreed pursuant to the URA; and
  - ii. In accordance with the remaining provisions of this Section, cost and payment responsibility.
- c. The costs for Construction Work performed by the Developer under a Utility Work Order for Utility Betterments or Requested Relocations shall be negotiated between the Developer and the Utility Owner. If it is agreed that the Utility Owner will reimburse the Developer for any costs in connection with Utility Work, the Developer shall provide a cost estimate to the Utility Owner in accordance with the Utility Owner's standard practice and with the requirements of the applicable URA, and shall submit such estimate to the Department. After cost estimate Approval by the Utility Owner and the Department, the estimate shall be incorporated into the applicable draft Utility Work Order. If a Utility Owner is responsible for the payment of any amount of the cost of a Utility Betterment or Requested Relocation pursuant to a Utility Work Order, payment shall be made by the Utility Owner to the Developer in accordance with the terms of the applicable URA. The Department shall not be responsible for the payment of any amount with respect to a Utility Betterment or Requested Relocation other than as expressly provided for in the relevant URA or in the relevant Utility Work Order.
- d. The costs for Construction Work in respect of Utility Relocations within a Private Utility Owner's permanent easement, or any Utility Relocation design work performed by a Private Utility Owner under a Utility Work Order, shall be negotiated between the

Developer and the Private Utility Owner. If it is agreed that the Developer will reimburse a Private Utility Owner for any such costs, the Developer shall obtain a definitive cost estimate from the Private Utility Owner in accordance with the requirements of the applicable URA or the Private Utility Owner's standard practice, and shall submit such estimate to the Department. After cost estimate Approval by the Developer and the Department, the estimate shall be incorporated into the applicable Utility Work Order. If the Developer is responsible for the payment of any such costs pursuant to a Utility Work Order, that amount shall be paid to the Private Utility Owner in accordance with the terms of the applicable URA.

- e. For Utility Betterments and Requested Relocations, the draft Utility Work Order shall include the direct impact of such Utility Work Order on the performance of the Construction Work and the Developer's ability to follow the Project Schedule, in each case taking into account the Developer's obligations under the Agreement, and such other information as the Department may reasonably require.
- f. On the basis of the meetings held in accordance with this Section 4, the Developer shall submit each draft Utility Work Order to the Department for Acceptance.
- g. The Developer shall submit each Accepted draft Utility Work Order to the Utility Owner for approval and itself execute the Utility Work Order.
- h. The Developer shall submit the Utility Owner approved Utility Work Order to the Department for Approval, in accordance with the applicable URA.
- i. After Approval of a Utility Work Order the Developer shall thereafter perform the Utility Work for which it is responsible pursuant to such Utility Work Order as part of the Construction Work.
- j. The Developer shall propose revisions to any Utility Work Order if and when necessary in accordance with the terms of the applicable URA. Such a revised Utility Work Order shall be drafted and executed in accordance with the same procedures applicable to the drafting, Approval and execution of the original Utility Work Order under this Section 4.

#### 4.3.4. Damage to Utilities Caused by the Developer

- a. The Developer shall be responsible for any damage caused by the Developer or any Developer-Related Entities to Utilities, property (whether personal or real), equipment, or facilities of Utility Owners or their Affiliates.
- b. The Developer shall immediately notify the affected Utility Owner of any such damage caused by a Developer-Related Entity during performance of the Construction Work, and copy the Department, for Information, no later than seven days following Utility Owner notification. Promptly after the Developer's discovery of such damage, or the Developer's receipt of notice of any such damage from the Utility Owner or from any other source:
  - i. The Developer shall repair the damage to the Utility Owner's satisfaction; or
  - ii. At the Utility Owner's election, the Utility Owner may make such repairs at the Developer's expense. The Developer shall make payment to a Utility Owner within 60 Calendar Days after receipt of the Owner's invoice.

#### 4.3.5. Multiple Moves

The Developer shall be responsible for all costs incurred by the Department, the Developer, or a Utility Owner to subsequently relocate any Utility already permanently relocated to accommodate the Construction Work.

### 4.4. **Utility Coordination**

#### 4.4.1. General

The Developer shall be responsible for all coordination with affected Utility Owners to accomplish each Utility Relocation in accordance with the applicable URA. In the discharge of its coordination responsibilities, the Developer shall:

- a. Keep Utility Owners fully informed of schedules with regard to Utility Work and other Construction Work relevant to the Utility Work or to Utility Relocations to be performed by the Utility Owner. The Developer shall provide to the Utility Owners, as soon as practicable, an estimated schedule for the relevant Utility Work and/or other relevant Construction Work and shall notify the Utility Owners of any changes to the schedule as soon as practicable;
- b. Keep Utility Owners fully informed of changes that affect their Utilities;
- c. Consider, to the extent practicable, Utility Owners' needs for the allocation of resources to perform their respective Utility Work in a timely manner;
- d. Keep Utility Owners involved in making decisions that affect their Utilities so Utility Owners are able to provide uninterrupted service to their customers, or to be subject to the least interruption practicable as approved by the Utility Owner; and
- e. Avoid multiple Utility Relocations of the same Private Utility.

#### 4.4.2. Utility Meetings

- a. Between the Developer and Utility Owners

In addition to any meetings or negotiations required in accordance with the Agreement, after execution of a Utility Work Order, the Developer shall schedule regular meetings with the relevant Utility Owner to discuss the progress of the Utility Work and any Utility Relocation being performed by the Developer or the Utility Owner, respectively, pursuant to the terms of the Utility Work Order. The Developer shall not unreasonably deny any request by a Utility Owner to meet regarding any Utility Work being performed by the Developer or Utility Relocation being performed by the Utility Owner. The Developer shall provide the Department with at least seven Calendar Days' prior notice of any meeting with a Utility Owner, unless a shorter notice period is agreed by the Department or is reasonably necessary under the circumstances and the Department shall be entitled, at its discretion, to attend any such meeting.

- b. Between the Department and the Developer

- i. The Developer and the Department shall meet at least monthly and otherwise as reasonably requested by the other Party to discuss and resolve matters relating to the Utility Work being performed by the Developer or Utility Relocation being performed by the Utility Owner; and
- ii. The Party proposing a meeting shall provide the other Party with a minimum of five Working Days' prior notice of any proposed meeting, unless a shorter notice period is agreed or reasonably necessary under the circumstances.

- c. Minutes

The Developer shall produce minutes of all such meetings with Utility Owners and/or the Department and shall distribute copies of the minutes to the Department and, when such meetings were attended by a Utility Owner, to the relevant Utility Owner, not later than four Working Days after each meeting.

#### 4.4.3. Schedules

- a. The Developer shall allow appropriate time periods for the performance of all tasks shown on each Utility Work Order, including design, material procurement and construction whether performed by the Developer or Utility Owner.

- b. All schedules and deadlines for the design and construction of Utility Work or Utility Relocation Work to be performed by the Utility Owner set forth in the Utility Work Orders shall prevail over any estimated times noted in the Utility Data.

4.4.4. Notices

a. To Utility Owners

- i. The Developer shall issue all notices in writing to the Utility Owners required to be submitted under the URAs, with copies submitted to the Department, for Information, no later than seven Calendar Days after the issuance to the Utility Owner.
- ii. Notice shall be given to respective Utility Owners when the Developer is performing Construction Work adjacent to their Utilities. The Developer shall be solely responsible for and liable for any damage to any Utilities that are damaged due to the Work.

b. To the Department

- i. The Developer shall be responsible for verifying progress on a Utility Relocation performed by the Utility Owner and for notifying the Department should the Developer have cause to believe that the Utility Owner will not meet the specified time frame(s) in the Utility Work Order. Without prejudice to any obligations of the Developer arising as a result of the occurrence of any Supervening Event, the Developer shall provide such written notice to the Department immediately after becoming aware of any such delay.
- ii. If the Utility Owner is performing a Utility Relocation that requires a Permit, the Developer shall verify with the Department that the required Permit has been obtained and is being complied with. If the Developer determines that the Utility Owner does not have the required Permit, or is in violation of the terms and conditions of such Permit, the Developer shall provide written notice to the Department immediately after making such determination.

c. To Utility Notification Center of Colorado

The Developer shall arrange for the Utility Notification Center of Colorado (UNCC) to provide software and training for the Developer to order call tickets to have Utility field locates performed. The Developer shall contact UNCC to make arrangements for the training. This will allow the Developer to order its own call tickets via e-mail.

4.5. **Failure of Utility Owner to Cooperate or Timely Perform**

4.5.1. The Developer shall use Reasonable Efforts to obtain the cooperation of each Utility Owner as necessary for carrying out the Utility Work. Without prejudice to any obligations of the Developer arising as a result of the occurrence of any Supervening Event, the Developer shall notify the Department immediately if:

- a. The Developer becomes aware that any Utility Owner is not cooperating in identifying Utilities, negotiating or executing Utility Work Orders, performing any Utility Relocation, approving any Utility Work, or delivering DRALs or CRALs; or
- b. A Utility Owner fails to complete design and/or any Utility Relocation for which it is responsible on or before the deadline established in the applicable Utility Work Order; or
- c. Based on the progress made by the relevant Utility Owner, the Developer believes that there is a possibility that the Utility Owner will not complete a Utility Relocation being undertaken by the Utility Owner or any other Utility Work as required pursuant to a Utility Work Order, to the extent and in the manner shown on the Utility Drawings, within the time limits set out in the applicable Utility Work Order; and

- d. In the case of each of a, b or c, advising the Department whether the Developer has complied in all respects with the requirements of this Section including compliance with the applicable URA and the applicable Utility Work Order with respect to the relevant portion of the Utility Work.
- 4.5.2. After delivery of any such notice, the Developer shall continue to diligently pursue the Utility Owner's cooperation and shall assist the Department in any attempts to reach a solution through the dispute resolution procedure outlined in the applicable URA. The Developer shall document any incurred costs as a direct result of the Utility Owner's failure to cooperate or perform its obligations under the applicable URA in a timely manner.
- 4.5.3. In the event that the Department pursues legal action against a Utility Owner pursuant to C.R.S. § 43-1-1411, the Developer shall cooperate as reasonably requested by the Department in connection with such lawsuits, including causing Developer-Related Entities to act as witnesses in such lawsuits and to provide information, reports, graphs, photos, plans, renderings, and similar materials to the Department's legal counsel at the Developer's expense.
- 4.6. **Utility Work Procedure**
- 4.6.1. **Utility Agreements**
- a. The Reference Documents include URAs with each Utility Owner whose Utilities are known to, or may be, affected by the Construction Work.
  - b. If the Developer identifies Utility Work that is required in relation to a Utility owned by a Utility Owner that has not entered into a URA with the Department in respect of the Project, the Department may enter into such an agreement with such Utility Owner. The Developer shall not be a party to any such agreement. The Department (and not the Developer) shall be responsible for drafting and negotiating the agreement, provided that:
    - i. To the extent reasonably requested by the Department, the Developer shall provide assistance to the Department in connection with such negotiations, including by the provisions to the Department of information in the Developer's possession, relating to Utilities owned by the relevant Utility Owner that will, or may be, impacted by the Project;
    - ii. Until such agreement has been executed by the Utility Owner and the Department, the Developer shall be responsible for coordinating with such Utility Owner as if it had executed such an agreement; and
    - iii. If the Department requires the Developer to comply with any of the terms of such agreement, it shall designate it as a "Third Party Agreement" pursuant to Section 8.5.2 of the Project Agreement.
- 4.6.2. **Utility As-Built Plans**
- a. Where the Utility Owner performs the Utility Work, the Utility Owner is required in accordance with the terms of its URA to provide as-built plans of the Utility Relocation to Department and to the Developer, not later than 90 Calendar Days after execution of the relevant CRAL. The as-built plans may be in the form of redlining changes that deviate from the Accepted DRAL plans or labeling the accepted DRAL plans "constructed per plan." The Developer shall show the Utility as-built information on its final As-Built drawings for the Project; and
  - b. Where the Developer performs the Utility Work, the Developer shall provide as-built plans of the Utility Relocation to the Department and the Utility Owner but in any event not later than 90 Calendar Days after execution of the relevant CRAL. The as-built plans may be in the form of redlining changes that deviate from the Accepted DRAL plans or labeling the accepted DRAL plans "constructed per plan." The Developer shall show the Utility as-built information on its final As-Built drawings for the Project.

**4.7. Deliverables**

4.7.1. For all deliverables required under this Section, the Developer shall also provide, at a minimum and as applicable, the following:

- a. Utility Plan Sheet;
- b. ROW Plans;
- c. Most current roadway and drainage plans;
- d. Utility exhibits (including existing and proposed Utility locations);
- e. Cost estimate (if applicable); and
- f. x, y and z coordinates of Utility Relocations.

4.7.2. For all Work Orders in respect of a Utility Relocation of a Public Utility, the Developer shall prepare and include the following Utility Plan deliverables in its submittal:

- a. Plan View;
  - i. All Utilities shall be accurately shown and labeled with appropriate Utility identification number; and
  - ii. Plans shall include existing topography, property boundaries, drainage facilities, structures, traffic features and all other existing and proposed facilities.
- b. Profiles;
  - i. All Utilities shall be accurately shown and labeled with appropriate Utility ID number;
  - ii. Provide profiles for all existing and proposed Utility lines eight inches and larger. Include the Utility ID number from plan view sheets, station and offset, elevations, sizes, material, existing and proposed finished grade line; and
  - iii. All clearances between drainage facilities and Utilities shall be clearly labeled.
- c. Accepted Construction Plans for Utilities included with the DRAL;
- d. Plans for all Utility related facilities for the Construction Work in a format that follows the Utility Owner's standards; and
- e. All other applicable plans with all changes to design.

4.7.3. Utility As-Built Documents

All information as described in Table 4-1 shall be updated based on As-Built survey and submitted to the Department for Acceptance.

4.7.4. At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the timeframes specified:

**Table 4-1 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Developer's Utility Matrix	Information	Monthly or at the Department's request
Utility No-Conflict Closeout	Acceptance	Prior to RFC Documents
Utility Relocation cost estimate	Approval	Prior to RFC Documents
Draft Utility Work Order	Acceptance	Prior to RFC Documents
Utility Work Order	Approval	Prior to RFC Documents

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
DRAL	Acceptance	Prior to RFC Documents
CRAL	Acceptance	Per Project Schedule
Utility As-Built plans	Acceptance	90 Calendar Days after execution of CRAL
Public Utility Plan submittal	Acceptance	Prior to RFC Documents
Meeting minutes	Acceptance	Four Working Days after meeting
Copy of written notice to Utility Owners	Information	Seven Calendar Days after Utility Owner notification
Written notice of Utility Owner not meeting Work Order time frame	Information	As Required
Written notice of Utility Permit violation	Information	As Required
Written notice of failure of Utility Owner to cooperate or timely perform	Information	As Required

**4.8. Appendices**

- Appendix A Utility No-Conflict Closeout Form
- Appendix B Form of Utility Work Order
- Appendix C Form of Design of Relocation Acceptance Letter (DRAL)
- Appendix D Form of Construction of Relocation Acceptance Letter (CRAL)
- Appendix E Utility Service Matrix

**Appendix A  
Utility No-Conflict Closeout Form**

This Utility No-Conflict Closeout Form ("No-Conflict Form") is executed by the Utility Owner and the CDOT Developer in connection with the Central 70 Project Utility Relocation Agreement ("URA") entered into by the Utility Owner and CDOT. Unless the context clearly otherwise requires, initially capitalized terms shall have the meaning prescribed to them in the URA.

A fully-executed No-Conflict Form indicates the Parties' concurrence that, as of the Project plans current at the date of Utility Owner's execution hereof, no Relocation is required for Utility Owner's Utility referenced herein. Utility Owner and the CDOT Developer acknowledge that future modifications to the Project may require Relocation of the referenced Utility in accordance with the URA. Two originals shall be executed and a copy shall be forwarded to CDOT by the CDOT Developer.

Utility Owner	
Utility Identification No.:	
Location	
Comments (attach pages as necessary)	

**FOR UTILITY OWNER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**FOR CDOT DEVELOPER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

If this form is not signed by the Utility Owner, the Utility Owner shall state below its basis for disagreement with the No-Conflict designation for this Utility:

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(attach \_\_\_\_\_ pages \_\_\_\_\_ as \_\_\_\_\_ necessary)

**Appendix B  
 Form of Utility Work Order**

Utility Owner: _____	
Utility Identification No.: _____	
Work Order No.: _____	Work Order Revision No.: _____
Work Breakdown Structure No.: _____	
<b><u>LOCATION:</u></b>	
<b><u>DESCRIPTION:</u></b>	
<b><u>OPERATING RIGHTS:</u></b>	
<b>DESIGN</b>	
	<input type="checkbox"/> No Design Required
Performing Party	<input type="checkbox"/> Contractor <span style="margin-left: 150px;"><input type="checkbox"/> Owner</span>
Responsible Party	<input type="checkbox"/> Contractor <span style="margin-left: 150px;"><input type="checkbox"/> Owner</span>
Contractor pays Owner	Lump Sum: _____ Actual Cost Not to Exceed: _____
Owner pays Contractor	Lump Sum: _____ Actual Cost Not to Exceed: _____
Comments	_____
<b>CONSTRUCTION</b>	
	<input type="checkbox"/> No Construction Required
Performing Party	<input type="checkbox"/> Contractor <span style="margin-left: 150px;"><input type="checkbox"/> Owner</span>
Responsible Party	<input type="checkbox"/> Contractor <span style="margin-left: 150px;"><input type="checkbox"/> Owner</span>
Contractor pays Owner	Lump Sum: _____ Actual Cost Not to Exceed: _____
Owner pays Contractor	Lump Sum: _____ Actual Cost Not to Exceed: _____
Comments	_____
<b>CONSTRUCTION INSPECTION</b>	
	<input type="checkbox"/> No Construction Inspection Required
Performing Party	<input type="checkbox"/> Contractor <span style="margin-left: 150px;"><input type="checkbox"/> Owner:</span>
Responsible Party	<input type="checkbox"/> Contractor <span style="margin-left: 150px;"><input type="checkbox"/> Owner:</span>
Contractor pays Owner	Lump Sum: _____ Actual Cost Not to Exceed: _____
Owner pays Contractor	Lump Sum: _____ Actual Cost Not to Exceed: _____
Comments	_____
<b>PROPERTY INSPECTION</b>	
	<input type="checkbox"/> No Property Acquisition Required
Performing Party	<input type="checkbox"/> Contractor <span style="margin-left: 150px;"><input type="checkbox"/> Owner:</span>
Responsible Party	<input type="checkbox"/> Contractor <span style="margin-left: 150px;"><input type="checkbox"/> Owner:</span>
Contractor pays Owner	Lump Sum: _____ Actual Cost Not to Exceed: _____
Owner pays Contractor	Lump Sum: _____ Actual Cost Not to Exceed: _____
Comments	_____



<b>Title:</b>	_____		
<b>Date:</b>	_____		
Utility Identification No.:			
<b>SECTION A</b>	<b>SCOPE</b>		
<b>SECTION B</b>	<b>REQUIRED PERMITS</b>		
	<u>Permit Type</u>		<u>Permit Responsibility</u>
	_____		_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____
<b>SECTION C</b>	<b>LIST OF ATTACHMENTS</b>		
	<input type="checkbox"/> Owner Design Sheet	_____	
	<input type="checkbox"/> Project Design Sheet	_____	
	<input type="checkbox"/> Cost Estimate	_____	
	<input type="checkbox"/> Property Rights	_____	
	<input type="checkbox"/> Other:	_____	

**Appendix C**  
**Form of Design of Relocation Acceptance Letter (DRAL)**

This DESIGN OF RELOCATION ACCEPTANCE LETTER ("DRAL") is executed by the non-Designing Party in connection with the Central 70 Project Utility Relocation Agreement (URA), entered into by the Utility Owner and CDOT. Execution of this DRAL indicates the non-Designing Party's acceptance and approval of the design of the Relocation, as attached to this DRAL, performed and completed by the Designing Party. Unless otherwise defined herein, initially capitalized terms shall have the meaning prescribed to them in the URA. Two originals shall be executed and a copy shall be forwarded to CDOT by the CDOT Developer.

Utility Owner: \_\_\_\_\_

Utility Identification No.: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Work Order Date: \_\_\_\_\_

Work Order Rev. No.: \_\_\_\_\_ Rev. Date: \_\_\_\_\_

Designing Party: \_\_\_\_\_

Now, therefore, the non-Designing Party executes this DRAL to indicate that it has reviewed the design of the Relocation completed by the Designing Party and has found the design of the Relocation to have been designed in accordance with the non-Designing Party's Relocation Standards duly provided to the Designing Party:

**Non-Designing Party**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The non-Designing Party declines execution of this DRAL at this time for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (attach pages as necessary)

The Constructing Party may proceed with construction of the Relocation.

\_\_\_\_\_

**Appendix D**  
**Form of Construction of Relocation Acceptance Letter (CRAL)**

This CONSTRUCTION OF RELOCATION ACCEPTANCE LETTER ("CRAL") is executed by the non-Constructing Party in connection with the Central 70 Project Utility Relocation Agreement (URA) entered into by the Utility Owner and CDOT. Execution of this CRAL indicates the non-Constructing Party's Inspection and acceptance of the construction of the Relocation performed and completed by the Constructing Party. Unless otherwise defined herein, initially capitalized terms shall have the meaning prescribed to them in the URA. Two originals shall be executed and a copy shall be forwarded to CDOT by the CDOT Developer

The construction of the Relocation inspected and accepted by execution hereof is described below:

Utility Owner: \_\_\_\_\_

Utility Identification No.: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Work Order Date: \_\_\_\_\_

WO Revision No.: \_\_\_\_\_ WO Revision Date: \_\_\_\_\_

Constructing Party: \_\_\_\_\_

Now, therefore, the non-Constructing Party executes this CRAL to indicate that it has inspected the construction of the Relocation completed by the Constructing Party and has found the construction of the Relocation has been performed in accordance with the Relocation Plans:

**NON-CONSTRUCTING PARTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The non-Constructing Party declines execution of this CRAL at this time for the following reasons:

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

(attach pages as necessary)

**Appendix E  
 Utility Service Matrix**

Element	Utility Service Fees		Maintenance of Utility Service	
	During Construction (until Final Acceptance)	Operating Period (from Final Acceptance)	During Construction (until Final Acceptance)	Operating Period (from Final Acceptance)
<b>Street Lighting</b>				
Existing Permanent Street Lighting	CCD Flat Rate	NA	Xcel	NA
Proposed Street Lighting	CCD Flat Rate	CCD Flat Rate	Developer	Xcel
Permanent Pedestrian Lighting	Developer Meter	CCD Flat Rate/ Meter	Developer	Xcel/CCD
Temporary Street/Pedestrian Lighting	Developer Meter	NA	Developer	NA
<b>Traffic Signals</b>				
Existing Traffic Signals	CCD Flat Rate/Meter	NA	CCD	NA
Proposed Permanent Traffic Signals	Developer Meter	CCD Meter	Developer	CCD
Temporary Traffic Signal	Developer Meter	NA	Developer	NA
<b>Cover MEP</b>				
Cover Facilities Lighting, Pump, Fans	Developer Meter	Developer Meter	Developer	Developer
<b>ITS/ETC</b>				
ITS	Developer Meter	Department Meter	Developer	Department
ETC	Developer Meter	ETC System Integrator Meter	Developer	ETC System Integrator
<b>Drainage</b>				
Pump	Developer Meter	Developer Meter	Developer	Developer
<b>Landscape Irrigation Power</b>				
Landscape Sprinklers	Developer Meter	CCD Meter	Developer	CCD
<b>Water Utility</b>				
Proposed Water Tap Fire Suppressant	Developer Meter	Developer Meter	Developer	Developer
Proposed Water Tap Landscape Irrigation	Developer Meter	CCD Meter	Developer	CCD
<b>Gas Utility</b>				
Proposed Gas Tap for Cover	Developer Meter	Developer Meter	Developer	Developer
Proposed Gas/Generator ITS Node Buildings	Developer Meter	Department Meter	Developer	Department
<b>Maintenance Yard</b>				

Element	Utility Service Fees		Maintenance of Utility Service	
	During Construction (until Final Acceptance)	Operating Period (from Final Acceptance)	During Construction (until Final Acceptance)	Operating Period (from Final Acceptance)
Maintenance Yard	Developer (from the Snow and Ice Control Commencement Date) Meter	Developer Meter	Developer (from the Snow and Ice Control Commencement Date)	Developer

Note: Does not include facilities for Developer as per Schedule 8 Project Administration

**5. SURVEY**

**5.1 General**

The Developer shall be responsible for the surveying Activities necessary to support the Construction Work, including ongoing operations and maintenance.

**5.2 Applicable Standards**

All Construction Work required to be performed by the Developer pursuant to this Section shall comply with the Construction Standards, the relevant requirements listed in this Section, and Law related to surveys.

**5.3 Administrative Requirements**

**5.3.1 Project Survey Coordinator**

The Developer shall designate a Colorado registered professional land surveyor as the Project Survey Coordinator. The Project Survey Coordinator shall be responsible for all survey Activities required to be carried out by the Developer under the Project Agreement, including directing and reviewing all such Activities, being the point of contact for all such Activities and supervising the carrying out of such Activities.

**5.3.2 Supplied Survey Data**

- a. The survey control point information completed by the Department is included in the Supplied Survey Data.
- b. Survey and mapping information completed by the Department is provided in the Reference Documents. The Developer may utilize the Supplied Survey Data, at its discretion, and shall be responsible to conduct additional surveys necessary in accordance with this Section 5. The Developer shall form its own interpretation of the existing survey data included as to its suitability and sufficiency for the Developer's detailed design.
- c. The Developer shall submit a Supplied Survey Data verification letter including records of relevant survey data verification, to the Department, for Information, within 60 Calendar Days after issuance of NTP1.
- d. For reference only and subject always to Section 3 of the Project Agreement, Table 5-1 provides a description of the survey and mapping information provided by the Department.

**Table 5-1 Supplied Survey and Mapping Information**

Survey and Mapping Information	Description of Data
I-25 to Sand Creek	Obtained from 2013 stereo aerial photography for all visible features in the photography consistent with 1"=50' mapping as described in the <i>CDOT Survey Manual</i> . Planimetrics are formatted per the <i>CDOT CADD Manual</i> in the Bentley Microstation environment.
Sand Creek to Airport Boulevard	Obtained from 2014 stereo aerial photography for all visible features in the photography consistent with 1"=50' mapping as described in the <i>CDOT Survey Manual</i> . Planimetrics are formatted per the <i>CDOT CADD Manual</i> in the Bentley Microstation environment.
Union Pacific Railroad (UPRR) and 46 <sup>th</sup> Avenue: Brighton Boulevard to Garfield Street (under viaduct)	Data obtained in 2013 using a combination of Global Positioning System (GPS), Total Station and High Definition Scanning (HDS) Survey. Field and mapping procedures achieve a 95 percent confidence level, as defined in the <i>CDOT Survey Manual</i> . Digital Terrain Model (DTM) is formatted per the <i>CDOT CADD Manual</i> in the Bentley Inroads environment. Planimetrics are formatted per the <i>CDOT CADD Manual</i> in the Bentley Microstation environment.
Storm and Sanitary Sewer Manhole Survey: Brighton Boulevard to Sand Creek and Storm Drain Outfalls	Obtained in 2014 from Real Time Kinematic (RTK) GPS and Total Station field survey, and consistent with the accuracy requirements described in Chapter Five of the <i>CDOT Survey Manual</i> .
Storm and Sanitary Sewer Manhole Survey – Sand Creek to Airport Road	Obtained in 2015 from RTK GPS and Total Station field survey, and consistent with the accuracy requirements described in Chapter Five of the <i>CDOT Survey Manual</i> .
Utility Locates Survey: Brighton Boulevard to Sand Creek and Storm Drain Outfalls	Obtained in 2014 from RTK GPS and Total Station field survey, and consistent with the accuracy requirements described in Chapter Five of the <i>CDOT Survey Manual</i> .
Utility Locates Survey: Sand Creek to Airport Road	Obtained in 2015 from RTK GPS and Total Station field survey, and consistent with the accuracy requirements described in Chapter Five of the <i>CDOT Survey Manual</i> .

**5.3.3 Additional Survey Data**

- a. Without prejudice to Section 3 of the Project Agreement, the Developer shall be responsible for identifying the need for, and undertaking additional surveys required to produce, any Additional Survey Data that may be required for the Construction Work. The required information may include topographic surveys, survey of Utilities, and miscellaneous surveying as necessary to complete the Construction Work. All traffic control and Permits necessary to complete such surveys shall be the responsibility of the Developer.
- b. The Developer shall obtain all necessary right-of-entry agreements to land and property outside the Right-of-Way (ROW).
- c. Within 60 Calendar Days of the completed additional survey, the Developer shall submit the Additional Survey Data to the Department for Information.

**5.4 Survey Requirements**

**5.4.1 Preservation of Survey Markers and Monuments**

The Developer shall:

- a. Preserve all survey markers, including City of Denver (CCD) range point markers, and monuments;

- b. Inform the Department (and the relevant Local Agency, if affected) in the event that the Developer identifies a survey marker or monument that is in a position that will interfere with the performance of the Construction Work and, in such cases, accurately record the position of any marker or monument prior to disturbance;
- c. Submit documentation to the Department (and, if affected, the Local Agency) relating to the preservation and/or monumentation, as applicable, of survey monuments. Documentation submitted to the Local Agency shall meet the relevant Local Agency requirements;
- d. Immediately notify the Department (and, if affected, the Local Agency) in the event that any CDOT survey monuments or CCD range point markers are at risk of being destroyed, or are lost or destroyed, during the performance of the Construction Work;
- e. Assume that the Local Agency affected will send a new marker disk to the Developer, which has been properly stamped, together with instructions for establishment of the new marker, failing which the Department will provide a new marker disk;
- f. The Developer shall set the new marker under the direct supervision of the Project Survey Coordinator or other Colorado registered professional land surveyor and, where required by Applicable Law, shall bear the registration number of the responsible professional land surveyor; and
- g. The Developer shall coordinate with all applicable Local Agencies that will or may be affected by the performance of the Construction Work. The Developer shall protect and restore any such monuments, as required, to complete the Construction Work.

#### 5.4.2 Survey Records Report

- a. The Developer shall prepare, maintain and submit to the Department for Information, a Survey Records Report including but not limited to survey documents, records, field notes, drawings, and calculations.
- b. All survey records shall be neat, legible, accurate, and maintained by the Developer in a neat and orderly manner.
- c. The Project Survey Coordinator shall be required to sign and seal survey documentation in accordance with applicable Law.

#### 5.4.3 Control Surveys

- a. The Developer shall be responsible for planning, scheduling, and performing control surveys and monumentation as necessary to maintain and supplement the project control network for the Construction Work.
- b. The Developer shall submit to the Department, for Information, a revised project control diagram showing all modifications to the Department's project control network, as provided in the CDOT Interstate I-70 East Viaduct Horizontal and Vertical Control Survey Report for Aerial Mapping Volumes 1 & 2.

#### 5.4.4 Railroad Associated Surveys

The Developer shall plan, schedule and perform staking and construction layout required for the Railroad Construction Work for the UPRR Crossing, UPRR Pepsi Lead Crossing, UPRR York Street Crossing, BNSF Crossing, and DRIR Crossing. Construction staking for Railroad Construction Work shall conform to the requirements of the applicable Railroad.

#### 5.4.5 As-Built Surveys

- a. The Developer shall plan, schedule, and perform all surveys required to document the location of As-Built features on the Project.
- b. The Developer shall deliver the As-Built data, in InRoads Terrain Modeling Survey System (TMOSS) survey format, and survey records to the Department for Information prior to Final

Acceptance. Errors and omissions found by the Department shall be corrected by the Developer and resubmitted.

5.4.6 Right-of-Way Monumentation

- a. The Developer shall submit a ROW Monumentation Plan, for Information, to the Department, to document all ROW monuments and note any existing, destroyed, moved, replaced or new ROW monuments.
- b. The Developer shall replace all ROW monumentation and/or CCD range point markers lost or destroyed during the progression of the Construction Work.
- c. The Department will set new ROW monumentation for acquired properties.

5.5 Deliverables

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the timeframes specified:

**Table 5-2 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Supplied Survey Data verification letter	Information	60 Calendar Days after issuance of NTP1
Additional Survey Data	Information	Within 60 Calendar Days of completed additional survey
Documentation for the preservation or re-monumentation of any survey monument or marker	Information	Submit with As-Built documentation
Revised project control diagram	Information	Prior to Final Acceptance
Survey Records Report	Information	Prior to Final Acceptance
As-Built data and records	Information	Prior to Final Acceptance
ROW Monumentation Plan	Information	Prior to Substantial Completion

## **6. ROADWAY PAVEMENTS**

### **6.1 General**

- 6.1.1 The Developer shall be responsible for the design and construction of the I-70 Mainline and Local Agency Roadway pavements to meet the requirements and criteria specified in this Section 6.
- 6.1.2 Roadway pavement segments for CDOT Roadways are provided by the Department. The Developer shall be responsible for material mix designs and construction on these roadways to meet the requirements and criteria specified in this Section 6.
- 6.1.3 The pavement type for private roadways, accesses, and driveways shall be the same as the existing facility and comply with Local Agency requirements unless otherwise Approved by the Department.

### **6.2 Applicable Standards**

- 6.2.1 All Construction Work required to be performed by the Developer pursuant to this Section 6 shall comply with the Construction Standards, the relevant requirements listed in this Section 6, and Good Industry Practice.
- 6.2.2 The Developer shall design the I-70 Mainline pavements, including a combination of materials and layer thicknesses for the pavement structure, in accordance with the requirements of the CDOT *M-E Pavement Design Manual*. Pavement design thickness shall be determined in accordance with the AASHTO mechanistic-empirical (M-E) design procedure using AASHTOWare *Pavement M-E Design* software (formerly DARWin-ME™).
- 6.2.3 The Developer shall design the Local Agency Roadway pavements, including a combination of materials and layer thicknesses for the pavement structure, in accordance with Local Agency standards.

### **6.3 Design**

- 6.3.1 Available traffic data is provided in the Reference Documents. The Developer shall conduct such additional traffic data collections as it determines necessary to complete its pavement designs.
- 6.3.2 The Developer is responsible for integrating the pavement designs with the design and construction of effective subsurface drainage and frost protection, including the provision of subdrains or any other drainage treatments.
- 6.3.3 The asphalt binder required shall be determined using LTPPBind. For CDOT Roadways use location-specific climate data assuming 98% reliability and slow conditions.
- 6.3.4 The I-70 Mainline pavement type may be either hot mix asphalt (HMA) or Portland cement concrete pavement (PCCP), provided that the selected pavement type shall be the same for the entire segment between Brighton Boulevard and Sand Creek; and the selected pavement type shall be the same for the entire segment between Sand Creek and I-225. The pavement structure shall be the same from edge of pavement to edge of pavement for both segments.

### **6.4 Pavement Design Reports and Pavement Designs**

- 6.4.1 The Developer shall prepare and separate Pavement Design Reports for:
  - a. I-70 Mainline (to be submitted to the Department for Information); and
  - b. Local Agency Roadways pavement designs (to be submitted to the Local Agency for approval and the Department for Information).
- 6.4.2 As part of the Developer's Pavement Design Report submittals include the following:
  - a. The proposed typical pavement sections;
  - b. Geotechnical data and geotechnical design assumptions;
  - c. Material property assumptions;

- d. Input and output from the pavement M-E design software; and
- e. All traffic counts/calculations and assumptions used to determine the proper traffic data that was used.

6.4.3 CDOT Roadway pavement sections shall be constructed as shown in Table 6-1.

**Table 6-1 Required Pavement Sections for CDOT Roadways (in)**

Street	Aggregate Base Course Class 6	PCCP Reconstruction (inches)	HMA Reconstruction (inches)
Vasquez Boulevard	6.0	9.0 (15' joint spacing, 1.25" dowel) Or 8.0 (12' joint spacing, 1.25" dowel)	7.0
Colorado Boulevard	6.0	9.0 (15' Joint spacing, 1.25" Dowel)	8.0
Quebec Street	6.0	10.0 (12' Joint spacing, 1.5" Dowel)	9.0
I-270	6.0	13.5 (15' Joint spacing, 1.5" Dowel)	13.0

Notes: 1 – HMA pavement thicknesses shown are total thicknesses and shall be constructed using a two inch stone matrix asphalt (SMA) top lift and lower lifts using S(100) PG 64-22. The maximum thickness of any HMA layer shall not exceed two inches.

6.4.4 The Developer shall prepare detour pavement designs and submit to the Department for Information.

**6.5 Subsurface Investigations**

6.5.1 Preliminary subsurface investigations are provided in the Reference Documents. The Developer shall conduct such additional subsurface investigations as it determines necessary to complete its pavement designs.

6.5.2 Geotechnical investigations completed by the Developer for the I-70 Mainline and CDOT Roadways shall comply with the requirements of the CDOT *Field Materials Manual* and the CDOT *Pavement Design Manual*. These shall be documented in a separate geotechnical investigation report and submitted to the Department for Information with the respective Pavement Design Report (in the case of the I-70 Mainline) and the Preliminary (30%) Level Plan Package (in the case of CDOT Roadways).

6.5.3 Geotechnical investigations completed by the Developer for Local Agency Roadways shall conform to Local Agency requirements. These shall be documented in a separate geotechnical investigation report and shall be submitted to the Local Agency and the Department for Information, with the Pavement Design Report.

**6.6 Construction Requirements**

6.6.1 The Developer shall be responsible for constructing Safety Edge on all pavements as specified in Schedule 10, Section 9 Roadway.

6.6.2 All PCCP segment shall conform to CDOT Standard Plan M-412-1.

6.6.3 The Developer shall provide for adequate sulfate resistance in all concrete supplied. Severity of potential exposure shall be determined by the Developer in accordance with the CDOT *Field Materials Manual*.

6.6.4 A minimum of 14 Calendar Days prior to the proposed use of any pavement in the Construction Work, a pre-paving conference shall be conducted.

- 6.6.5 Submission by the Developer, of pavement mix designs, and Acceptance by the Department, for CDOT Roadways and Local Agency Roadways for SMA, HMA, and PCCP, as well as Jointing Plans for PCCP for any roadway, is a condition for the initiation of any paving Construction Work.
- 6.6.6 Submission by the Developer, for Information, of pavement mix designs for the I-70 Mainline for SMA, HMA, and PCCP, is a condition for the initiation of any paving Construction Work.
- 6.6.7 In order to facilitate the addition of a Tolloed Express Lane in each direction on the existing I-70 Mainline between Sand Creek and Chambers Road, the Developer shall meet the applicable General Requirements and meet or exceed the applicable Targets, as described in Schedule 11 Operations and Maintenance Requirements. In the event that the existing pavement does not meet such requirements, the Developer shall overlay the existing pavement to provide a safe and even surface across the entire width of the pavement. The overlay requirement shall not apply to the existing concrete pavement that begins approximately west of I-225. Within the concrete pavement segment the Developer shall evaluate the location of existing joint lines in the widening and restriping plan to ensure compliance with CDOT Standard Plan M-412-1.
- 6.6.8 For I-70 Mainline, if PCCP is selected, PCCP shall extend to the limit of the physical gore on all ramps.
- 6.6.9 Roadway Pavement Materials
- a. HMA mixes shall be subject to voids acceptance; and
  - b. If PCCP is selected, the following shall apply:
    - i. PCCP shall meet or exceed the minimum compressive or flexural strength requirements in accordance with the CDOT Standard Specifications;
    - ii. Joint design shall include tied inside and outside shoulders. Outside mainline shoulders shall include doweled transverse contraction joints;
    - iii. Longitudinal and transverse joint designs shall be compatible with lane and shoulder configurations. Longitudinal joints shall be placed adjacent to lane markings.
    - iv. The Developer shall texture the I-70 Mainline outside shoulders in accordance with the CDOT *Standard Specifications*. Final stamping stationing is not required.
    - v. SMA acceptance shall be based on gradation.
- 6.6.10 Pavement Smoothness
- a. The pavement surface shall comply with the smoothness requirements set out in Table 6-2 and Appendix A Project Special Provisions to this Section 6.
  - b. Intersections constructed with PCCP shall be exempt from Table 6-2 requirements. However, the 10 foot straightedge requirements for both longitudinal and transverse smoothness shall still apply.

**Table 6-2 Smoothness Requirements**

Location	Pavement Smoothness Category
Flexible pavement	HRI Category II
Rigid pavement	HRI Category II
Overlay	HRI Category I
Detour	In accordance with Appendix A Project Special Provisions

**6.7 Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the specified timeframes:

**Table 6-3 Deliverables**

Deliverable	Information, Acceptance, or Approval	Schedule
Supplemental geotechnical investigation report – I-70 Mainline	Information	Submitted with Pavement Design Report
Supplemental geotechnical investigation report –CDOT Roadways	Information	Concurrent with Preliminary (30%) Level Plan Package
Supplemental geotechnical investigation report –Local Agency Roadways	Information	Submitted with Pavement Design Report
I-70 Mainline Pavement Design Report	Information	Concurrent with Preliminary (30%) Level Plan Package
Local Agency Roadways Pavement Design Report	Information	Concurrent with Preliminary (30%) Level Plan Package
Paving Quality Control Plan	Information	At the pre-paving conference
SMA & HMA mix designs – I-70 Mainline	Information	Condition to the initiation of paving Construction Work
SMA & HMA mix designs – CDOT Roadways and Local Agency Roadways	Acceptance	Condition to the initiation of paving Construction Work
PCCP mix designs – I-70 Mainline	Information	Condition to the initiation of paving Construction Work
PCCP mix designs – CDOT Roadways and Local Agency Roadways	Acceptance	Condition to the initiation of paving Construction Work
Detour pavement mix design	Information	At the pre-paving conference
PCCP Jointing Plan – I-70 Mainline	Acceptance	Condition to the initiation of paving Construction Work
PCCP Jointing Plan – CDOT Roadways and Local Agency Roadways	Acceptance	Condition to the initiation of paving Construction Work

**6.8 Appendices**

Appendix A Project Special Provisions

**Appendix A**  
**Project Special Provisions**

The following special provisions supplement or modify and take precedence over the Standard Specifications. The provisions of Appendix A to Schedule 10A Applicable Standards and Specifications apply to these Project Special Provisions.

**PROJECT SPECIAL PROVISIONS**

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Revision of Section 105 – Conformity to Roadway Smoothness Category of HMA/SMA	6-6
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Revision of Section 304 – Aggregate Base Course Class 6	6-8
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Revision of Section 403 – Hot Mix Asphalt	6-10 to 6-12
Revision of Section 401 and 703 – Stone Matrix Asphalt Pavement	6-13 to 6-17
Revision of Section 412 – Portland Cement Concrete Pavement	6-18
Revision of Section 621 – Detours	6-19

**REVISION OF SECTION 105  
CONFORMITY TO ROADWAY SMOOTHNESS CATEGORY OF HMA/SMA**

Subsection 105.07 of the Standard Specifications is hereby revised as follows:

The incentive/disincentive provision adjustments included in this subsection for pavement smoothness are not applicable.

Delete Table 105-6 and replace with the following table:

**Table 105-6A  
HMA Pavement Smoothness (Inches/Mile) Half-Car Roughness Index**

<b>Pavement Smoothness Category</b>	<b>Corrective Work Required</b>
I (Overlay)	When HRI > 72.0
II (Flexible pavement)	When HRI > 67.0

**REVISION OF SECTION 105  
CONFORMITY TO ROADWAY SMOOTHNESS CATEGORY OF PORTLAND CEMENT  
CONCRETE PAVEMENT**

Subsection 105.08 of the Standard Specifications is hereby revised as follows:

The incentive/disincentive provision adjustments included in this subsection for pavement smoothness are not applicable.

Delete Table 105-10 and replace with the following table:

**Table 105-10A  
PCCP Pavement Smoothness (Inches/Mile) Half-Car Roughness Index**

<b>Pavement Smoothness Category</b>	<b>Corrective Work Required</b>
II (Rigid pavement)	When HRI > 67.0

**REVISION OF SECTION 304  
AGGREGATE BASE COURSE CLASS 6**

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 ABC Class 6 as shown in Subsection 703.03.

The ABC Class 6 must meet the gradation requirements and have a resistance value of at least 78 when tested by the Hveem Stabilometer method.

**REVISION OF SECTION 304  
AGGREGATE BASE COURSE CLASS 6 SPECIAL**

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

Subsection 304.02 shall include the following:

Recycled Asphalt Pavement (RAP), the product of rotomill tailings or crushed asphalt pavement, utilized as ABC Class 6 (Special), shall be of uniform quality. The ABC Class 6 Special shall meet the gradation requirements for ABC (RAP) as specified in Schedule 10A Applicable Standards and Specifications (Revision of Sections 304 and 703). The material shall not contain clay balls, vegetable matter, or other deleterious substances. RAP is not required to meet the requirements of Subsection 703.03. ABC Class 6 Special shall only be allowed under PCCP.

Subsection 304.04 shall include the following:

The maximum density of RAP shall be determined in accordance with AASHTO T-180, Method A. The field moisture determination for correction to dry density shall be determined by oven or microwave drying. Moisture determination of RAP using a nuclear gauge will not be permitted.

**REVISION OF SECTION 403  
 HOT MIX ASPHALT**

Section 403 of the Standard Specifications is hereby revised for this Project as follows:

Subsection 403.02 shall include the following:

The design mix for HMA shall conform to the following:

**Table 403-1**

Property	Test Method	Value for Grading		
		S (100 )	SX (100)	Patching
Air Voids, percent at: N (initial) [for information only] N (design)	CPL 5115	3.5 – 4.5	3.5 – 4.5	3.5 – 4.5
Lab Compaction (Revolutions): N (initial) [for information only] N (design)	CPL 5115	8 100	8 100	8 100
Stability, minimum	CPL 5106	30	30	30
Aggregate Retained on the 4.75 mm (No. 4) Sieve with at least 2 Mechanically Induced fractured faces, % minimum	CP 45	70	70	70
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum	CPL 5109 Method B	80	80	80
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30)	205 (30)	205 (30)
Grade of Asphalt Cement, Top Layer			PG 76-28	PG 76-28
Grade of Asphalt Cement, Layers below Top		PG 64-22		PG 64-22
Voids in the Mineral Aggregate (VMA) % minimum	CP 48	See Table 403-2	See Table 403-2	See Table 403-2
Voids Filled with Asphalt (VFA), %	AI MS-2	65-75	65-75	65-75
Dust to Asphalt Ratio Fine Gradation	CP 50	0.6 – 1.2	0.6 – 1.2	0.6 – 1.2
Coarse Gradation		0.8 – 1.6	0.8 – 1.6	0.8 – 1.6

Notes:

- AI MS-2 = Asphalt Institute Manual Series 2.
- The current version of CPL 5115 is available from the Department.
- Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.
- Gradations for mixes with a nominal maximum aggregate size of one-inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen.
- Gradations for mixes with a nominal maximum aggregate size of ¾ inch or smaller are considered a coarse gradation if they pass below the maximum density line at the #8 screen.

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**REVISION OF SECTION 403  
 HOT MIX ASPHALT**

All Mix Designs shall be run with a gyratory compaction angle of 1.25 degrees and properties must satisfy Table 403-1. Form 43 will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0% below the Mix Design optimum.

For CDOT Roadways, the Department will establish the production asphalt cement and volumetric targets based on the Contractor’s mix design and the relationships shown between the hot mix asphalt mixture volumetric properties and asphalt cement contents on the Form 429. The Department may select a different AC content other than the one shown at optimum on the Contractor’s mix design in order to establish the production targets as contained on the Form 43. Historically, Air Voids adjustments typically result in asphalt cement increases from 0.1 to 0.5 percent.

**Table 403-2**

Nominal Maximum Size*, mm (inches)	Minimum Voids in the Mineral Aggregate (VMA)			
	***Design Air Voids **			
	3.5%	4.0%	4.5%	5.0%
37.5 (1½)	11.6	11.7	11.8	N/A
25.0 (1)	12.6	12.7	12.8	
19.0 (¾)	13.6	13.7	13.8	
12.5 (½)	14.6	14.7	14.8	
9.5 (¾)	15.6	15.7	15.8	
4.75 (No. 4)	16.6	16.7	16.8	16.9
* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%.				
** Interpolate specified VMA values for design air voids between those listed.				
*** Extrapolate specified VMA values for production air voids beyond those listed.				

As a part of the Contractor’s Quality Management Plan, the Contractor shall outline the steps taken to minimize segregation of HMA. The Quality Management Plan shall define a process by which the Contractor shall address unacceptable segregation, but, at a minimum, the paving shall stop and the cause of segregation shall be corrected before paving operations will be allowed to resume.

Department approved Warm Mix Asphalt (WMA) will be allowed on this project in accordance with CP 59 for I70 mainline.

Department approved Warm Mix Asphalt (WMA) may be allowed on this project for all other roadways in accordance with CP 59. Unique requirements for WMA design, production and acceptance testing as documented during Department WMA approval shall be submitted and approved prior to creation of the Form 43 and before any WMA production on the project. Delays to the project due to WMA submittal and review will be considered within the Contractor’s control and will be non-excusable HMA for patching shall conform to the requirements of the lift being patched. All patching determinations shall be the responsibility of the Contractor with consultation with the Department.

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**REVISION OF SECTION 403  
HOT MIX ASPHALT**

A minimum of 1% hydrated lime by weight of the combined aggregate shall be added to the aggregate for all HMA.

Subsection 403.03 shall include the following:

The Contractor shall use an approved anti-stripping additive. The amount of additive used shall be a minimum of 0.5 percent by weight of the asphalt cement. The additive shall be added at the refinery or at the hot plant. If liquid anti-stripping additive is added at the plant, an approved in-line blender must be used. The blender shall be in the line from the storage tank to the drier drum or pugmill. The blender shall apply sufficient mixing action to thoroughly mix the asphalt cement and anti-stripping additive.

The Contractor shall perform the Construction Work such that all roadway pavement placed prior to the time paving operations end for the year shall be completed to the full thickness required by the plans.

**REVISION OF SECTION 401 AND 703  
STONE MATRIX ASPHALT PAVEMENT**

Sections 401 and 703 of the Standard Specifications are hereby revised for this Project as follows:

Subsection 401.02 shall include the following:

Recycled Asphalt Pavement (RAP) shall not be used in Stone Matrix Asphalt (SMA) mix.

Subsection 401.09 shall include the following:

Each SMA load shall be completely covered and securely fastened with a full tarp.

Subsection 401.16 shall include the following:

The SMA mixture shall be transported and placed on the roadway without drain-down or flushing. All flushed areas behind the paver shall be removed immediately upon discovery. If more than 50 square feet of flushed SMA pavement is ordered removed and replaced in any continuous 500 linear feet of paver width laydown, operations shall be discontinued until the source of the flushing has been found and corrected. The Department shall designate the depth and area of all flushed areas requiring removal and replacement. All costs associated with the removal and replacement of the flushed areas shall be at the Contractor's expense.

Subsection 401.17 shall include the following:

Rollers shall not be used in a vibratory mode on SMA unless they are first used successfully in the demonstration control strip specified in subsection 403.03. Pneumatic wheel rollers shall not be used on SMA mix.

SMA pavement shall be placed and compacted in accordance with the temperatures listed in subsection 401.07 as revised for this Project.

The relative compaction for all SMA mixtures will be measured from roadway cores in accordance with CP 44, Method B, unless the SMA mixture is being placed on a structure (bridge deck) in which case the Department may specify that nuclear gauge measurements be used.

When cores are used, the Contractor shall provide all labor and equipment for the coring operation and filling the core holes. When nuclear density gauges are used, the tests will be performed in accordance with CP 81 and CP 82.

In-place density for SMA shall be 93 to 97% of the SMA mix maximum specific gravity as measured according to CP 51.

Subsection 401.22 shall include the following:

Acceptance, testing, and pay factors for SMA shall be in accordance with subsections 105.05 and 106.05 as revised for this Project for HMA. The specifications for gradation acceptance shall be applied for all SMA placed on the project.

Subsection 703.06 shall include the following:

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**REVISION OF SECTION 401 AND 703  
STONE MATRIX ASPHALT PAVEMENT**

Mineral filler for the SMA pavement shall be limestone dust and shall meet the requirements of this subsection and the following:

Plasticity Index (AASHTO T90) 4% Maximum

The Contractor shall submit hydrometer analysis (AASHTO T88) for the mineral filler used in the SMA mix.

Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.01 shall include the following:

This work includes placing a Stone Matrix Asphalt (SMA) pavement as shown on the plans.

Subsection 403.02 shall include the following:

The SMA gradation for this project shall be ½ inch

Mixture design and field control testing of SMA shall be performed using either the SuperPave (CPL 5115, 100 Gyration) or the Marshall Method (AASHTO T245, 50 Blow).

A minimum of two weeks prior to the proposed use of any Stone Matrix Asphalt pavement on the project, a pre-paving conference will be conducted. At that time, the Contractor shall submit to the Department, a mix design meeting the appropriate specification requirements for one of the following:

The SuperPave SMA mix design shall conform to the requirements of Table 403-1a:

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**REVISION OF SECTION 401 AND 703  
 STONE MATRIX ASPHALT PAVEMENT**

**Table 403-1a**

<b>Property</b>	<b>Test Method</b>	<b>Value for SMA</b>
Air Voids, percent at: N(Design)	CPL 5115	3.0 – 4.0
Lab compaction (Revolutions) N(Design)	CPL 5115	100
Accelerated Moisture Susceptibility, tensile strength Ratio, (Lottman), minimum	CPL 5109, Method B	70
Minimum Dry Split Tensile Strength, psi	CPL 5109, Method B	30
Grade of Asphalt Cement		PG 76-28
Voids in the Mineral Aggregate (VMA) %, minimum	CP 48	17
Draindown at Production Temperature	AASHTO T305	0.3 maximum
% VCA <sup>1</sup> <sub>MIX</sub>	AASHTO R 46	Less than VCA <sub>DRC</sub> <sup>2</sup>
Note: The current version of CPL 5115 is available from the Region Materials Engineer Note: Copies of AASHTO R 46 and M 325 can be obtained from the Region Materials Engineer Note: <sup>1</sup> Voids in the Coarse Aggregate Note: <sup>2</sup> Dry-rodged condition		

For CDOT Roadways the Form 43 will establish construction targets for asphalt cement and all mix properties at air voids up to 1.0 percent below the mix design optimum. The Department will establish the production asphalt cement and volumetric targets based on the Contractor's mix design and the relationships shown between the Stone Matrix Asphalt mixture volumetric properties and asphalt cement contents on the Form 429. The Department may select a different AC content other than the one shown at optimum on the Contractor's mix design in order to establish the production targets as contained on the Form 43. Historically, Air Voids adjustments typically result in asphalt cement increases from 0.1 to 0.5 percent. Contractors bidding the project should anticipate this change and factor it into their unit price bid.

The Marshall SMA mix design shall conform to the following:

<b>Mix Properties</b>	<b>Value</b>
Stability, Marshall Compactor	1400 lbs., min
% Voids in Total Mix	3 – 4%
VMA (% Voids in the Mineral Aggregate)	17 min.
Lottman, CPL 5109, Method B	70% min
Dry Tensile Strength, (CPL 5109)	30 psi, min.

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**REVISION OF SECTION 401 AND 703  
 STONE MATRIX ASPHALT PAVEMENT**

Regardless of mix design method, a minimum of 1 percent hydrated lime by weight of the combined aggregate shall be added to the aggregate for all Stone Matrix Asphalt.

For CDOT Roadways, the SMA Mix design must be Accepted by the Department before any pavement is placed on the project. In addition, the Contractor shall provide field control testing during production of the SMA mix and for the demonstration control strip. The Contractor shall perform the following tests and provide the results to the Department during production:

If a SuperPave SMA mix design is used, the Contractor shall perform the following tests and provide the results to the Department during production:

<b>Superpave Mix Property</b>	<b>Frequency</b>
Draindown (AASHTO T 305)	1/1000 tons or fraction thereof
Percent Voids in the total mix @ $N_{(design)}$	1/1000 tons or fraction thereof
VMA (Percent Voids in the Mineral Aggregate) @ $N_{(design)}$	1/1000 tons or fraction thereof
Lottman, CPL 5109, Method B	1/5000 tons or fraction thereof
Dry Tensile Strength, CPL 5109	1/5000 tons or fraction thereof
Percent AC & Aggregate Gradation CP 5120	1/1000 tons or fraction thereof

If a Marshall SMA mix design is used, the Contractor shall perform the following tests and provide the results to the Department during production:

<b>Marshall Mix Property</b>	<b>Frequency</b>
Draindown (AASHTO T 305)	1/1000 tons or fraction thereof
Stability (Marshall)	1/1000 tons or fraction thereof
Percent Voids in the total mix	1/1000 tons or fraction thereof
VMA (Percent Voids in the Mineral Aggregate)	1/1000 tons or fraction thereof
Lottman, CPL 5109, Method B	1/5000 tons or fraction thereof
Dry Tensile Strength, CPL 5109	1/5000 tons or fraction thereof
Percent AC & Aggregate Gradation CP 5120	1/1000 tons or fraction thereof

Subsection 403.03 shall include the following:

The mineral filler for SMA shall be stored in a separate silo and added automatically in the correct proportion. The mineral filler addition equipment shall be electronically or mechanically interlocked to the aggregate feed sensors so that the proper amount of mineral filler is added whenever SMA is produced.

The SMA mineral filler shall be added at the same point the asphalt cement is added to the aggregate.

Tack coat between the existing pavement and Stone Matrix Asphalt pavement shall be placed at a rate between 0.03 and 0.05 gallons per square yard.

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**REVISION OF SECTION 401 AND 703  
STONE MATRIX ASPHALT PAVEMENT**

For CDOT Roadways, and before proceeding with SMA placement, the Contractor shall demonstrate the ability to produce and place a satisfactory mix in a Demonstration Control Strip (DCS). The Contractor will coordinate with the Department on the proposed location of the DCS. The DCS shall consist of a minimum quantity of 500 tons placed in one lane, full width. Within the last 200 tons of SMA placed in the DCS, the Contractor and Department shall determine properties (VMA, Voids, in-place density, AC content, gradation, and Marshall Stability, if required) of the project produced SMA mix used in the DCS and provide the results to the Department. The Contractor may proceed with full production if all mixture properties are within the specified tolerances.

To determine the in-place density and roller pattern, one core shall be taken at three random locations within the last 200 tons of the DCS. The Department will determine the coring locations using a stratified random sampling process. The cores shall be immediately submitted to the Department and will be used for determining acceptance of the DCS. Densities of the random samples will be determined by cores according to CP 44. Coring shall be performed by the Contractor under Department observation. Coring will not be measured and paid for separately but shall be included in the work.

The DCS will be designated as a separate process.

**REVISION OF SECTION 412  
PORTLAND CEMENT CONCRETE PAVEMENT**

Section 412 of the Standard Specifications is hereby revised for this project as follows:

Subsection 412.13(b) 1 shall include the following:

If tie bars are inserted into plastic concrete with a tie bar insertion machine, tie bar location and concrete consolidation shall be subject to the following additional requirements:

Each 2500 linear feet of longitudinal weakened plane joint resulting from the procedure shall have one random location cored where the core intercepts an inserted tie bar. The core shall be six-inch diameter taken in the presence of the Engineer.

If non-consolidated concrete is evident above the inserted tie bar, the Contractor shall cease paving operations and submit a corrective action plan in writing for approval. Correction of the joint and further paving shall take place only after written approval of the corrective action plan has been provided by the Engineer. Additional coring may be required, as directed by the Department. Coring operations, including patching, shall be at the Contractor's expense.

Further failure to consolidate the concrete over the tie-bars will be justification to preclude the use of automatic tie-bar insertion for the remainder of the project.

## **REVISION OF SECTION 621 DETOURS**

Section 621 is hereby added to the Standard Specifications for this Project and shall include:

This work consists of designing and constructing detours for all phases of construction on I-70 Mainline and all applicable side streets; maintenance of the detours; removal of the detours; and removal and replacement of appurtenances required to construct and operate the detours including but not limited to guardrail, curb and gutter, detour pavement, embankment material and unclassified excavations.

The Contractor shall provide a paved surface for all detours. The Contractor shall determine the type and thickness of pavement that shall be used to accommodate the traffic loadings. All materials required for detour shall comply with project standard specifications and special provisions.

The Contractor shall maintain the detour pavement for the entire period that it is open to the traveling public, including all temporary approaches, accesses, crossings, and intersections with adjacent roads and streets. Detour pavements shall be maintained in good operating condition devoid of potholes, uneven surfaces, and rutting. The Department may direct the Contractor to repair or replace detour pavements if, in the Department's sole discretion, detour pavements are determined to be in poor condition.

The Contractor shall be responsible for quality control required to assure adequate quality of embankment material, aggregate base course, HMA used in the construction of the detour.

The detour locations and dimensions for all phases of construction shall be as shown on the Contractor's plans.

If the materials and thickness furnished for the detour pavement result in an inadequate detour structure, the Contractor will provide additional thickness, materials, or other measures necessary to provide a satisfactory pavement for the life of the detour. These additional improvements shall be furnished at no additional cost. All necessary signs, pavement markings and other traffic control devices shall be provided in accordance with the Contractor's Traffic Control Plan.

The finished transverse and longitudinal surface elevation of any detour or patch shall be measured using a 10 foot straightedge. Areas to be measured will be directed by the Department. The Contractor shall furnish an approved 10 foot straightedge, depth gauge and operator to aid the Department in testing the pavement surface. Areas showing high spots of more than 3/16 inch in 10 feet shall be marked and diamond ground until the high spot does not exceed 3/16 inch in 10 feet.

The Contractor shall maintain the detour for the entire period that it is open to traffic. Any distress, in the Department's opinion, that affects the ride, safety, or serviceability of the detour roadway shall be corrected to the satisfaction of the Department at the expense of the Contractor.

The Contractor shall be responsible for the complete removal and disposal of all temporary detour pavement prior to Substantial Completion.

## **7. EARTHWORK**

### **7.1 Applicable Standards**

All Construction Work required to be performed by the Developer pursuant to this Section shall comply with the Construction Standards, the relevant requirements listed in this Section, and Good Industry Practice.

### **7.2 Clearing and Grubbing**

7.2.1 The Developer shall be responsible for all clearing and grubbing and earthwork requirements for the Construction Work.

7.2.2 The Developer shall be responsible for clearing and grubbing including, without limitation, the removal of trees, logs, stumps, brush, trash, etc. from the Site prior to the start of any Construction Work and shall comply with any additional requirements for the affected area in accordance with Schedule 17 Environmental Requirements.

7.2.3 The Developer shall conduct a pre-clear and grub meeting with the Department prior to the start of any Construction Work to agree to the limits of clearing and grubbing, removal, replacement, or transplanting of any trees and shrubs.

7.2.4 The Developer shall include clearing and grubbing limits as part of each design submittal for all Construction Work in that area. Such submittals shall include provisions for the removal, replacement or transplanting of any trees.

### **7.3 Material Requirements**

7.3.1 All Construction Work shall be conducted in accordance with the CDOT *Pavement Design Manual* and the CDOT *Field Materials Manual*.

7.3.2 Unless otherwise specified in this Section, the Developer may use on-Site materials for subgrade on the Project provided that it can be demonstrated by tests that they comply with the material property requirements included in Section 203 of the CDOT Standard Specifications. Such test data shall be submitted to the Department for Information prior to use of the material on the Project.

7.3.3 The R-Value of materials acquired from on-Site excavations and subsequently used in embankments on the Project shall have a minimum R-Value of 20 when placed within the Ultimate configuration roadway prism. All compaction shall be in accordance with Section 203 of the CDOT Standard Specifications.

7.3.4 Preliminary subsurface investigations are included in the Reference Documents. The Developer shall conduct a supplemental soil survey to confirm/ascertain whether the existing roadway soil satisfies the material requirements of this Section if it is desired to re-use this soil in the roadway prism. If the existing roadway soils are re-used, the material will be tested as stated in the CDOT *Field Materials Manual* during construction. This supplemental soil survey shall conform to the requirements as stated in the 2016 CDOT *Field Materials Manual*. Test holes are required at a minimum of 1,000 feet. The Developer shall provide any additional mitigation required as a result of the supplemental soil survey.

7.3.5 The results of any supplemental soil surveys conducted by the Developer together with any proposed mitigation measures to address matters identified in the surveys shall be submitted to the Department for Information before any pavement and pavement-related work commences. Such information shall be submitted in a report format that clearly and concisely describes the existing soil conditions, delineates areas needing mitigation, and defines the mitigation measures. The report shall include a soil profile, boring log, and the test results.

7.3.6 Alternative subgrade treatment proposals shall be submitted to the Department for Acceptance prior to incorporation into the Construction Work. Locations where any alternative subgrade treatments are utilized on the Project shall be shown on the As-Built documents.

7.3.7 The Developer shall be responsible for identifying sources of material required for the Project.

7.3.8 The Developer shall be responsible for disposing of all surplus material off-Site. Refer to Section 4.D of the Denver IGA for additional requirements for the disposing of surplus material.

#### **7.4 CDOT Roadways**

7.4.1 The subgrade on the CDOT Roadways shall consist of a minimum of six inches of Aggregate Base Course (ABC) Class 6 and be underlain by at least 24 inches of material with an R-value greater than or equal to 20. Soil in the zone one foot beneath the R-20 material shall be treated in accordance with Section 203 of the CDOT Standards Specifications.

7.4.2 Subgrade on CDOT Roadways shall have a percent swell less than or equal to one to a depth of three feet below the bottom of the proposed ABC Class 6 as determined by ASTM D-4546. A percent swell less than or equal to one corresponds to a low probable swell damage risk. Swell tests are required to verify the percent swell of the existing soil is less than or equal to one percent. If the swell index is greater than one percent, mitigation is required to a minimum depth of three feet below the base of the proposed ABC Class 6. The Developer shall demonstrate that any proposed mitigation measures will result in one percent swell less than or equal to one percent when tested with a 200 psf surcharge pursuant to ASTM D-4546.

#### **7.5 Local Agency Roadways**

The subgrade on Local Agency Roadways shall meet the minimum resistance values (R-value, k-value, classification) as specified by the Local Agency.

#### **7.6 Compaction Requirements**

Depth of moisture-density control shall be as follows:

- a. Full depth of all embankments;
- b. Six inches for bases of cuts and fills; and
- c. 12 inches underneath the proposed pavement section (pavement/base course).

#### **7.7 Reuse of Materials**

7.7.1 Broken, crushed or milled asphalt substituted for ABC Class 6 shall meet the grading requirements of ABC Class 6 Special. The ABC Class 6 Special may be substituted for ABC Class 6 except under hot mix asphalt.

7.7.2 The existing subgrade will be allowed to remain in-place if it meets the requirements listed previously.

7.7.3 The Developer shall not excavate or remove any material from within the roadway, which is not within the grading limits, as indicated by the slope and grade lines.

#### **7.8 Geotextiles**

7.8.1 The Developer shall include as part of its pavement design submittals the locations where geotextile installation is proposed. The geotextile shall be installed in accordance with manufacturer's recommendations.

7.8.2 Geotextiles shall meet the requirements for Geotextile Class I (per American Association of State and Highway Officials (AASHTO) M 288) and be approved for stabilization and separation applications.

#### **7.9 Deliverables**

7.9.1 At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the specified timeframes:

**Table 7-1 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Results of supplemental soil survey along with any proposed mitigation measures	Information	Before any embankment, aggregate base course, pavement and pavement-related Construction Work commences
Alternative subgrade treatments	Acceptance	Before any embankment, aggregate base course, pavement and pavement-related Construction Work commences
Locations requiring geotextile installation	Information	Submitted with pavement mix designs

## **8. Drainage**

### **8.1. General**

- 8.1.1. The Developer shall be responsible for the design, installation and construction of all drainage systems and outfalls required for the Construction Work. The Construction Work shall comply with the CDOT and Local Agency Municipal Separate Storm Sewer System (MS4) Permits where applicable.
- 8.1.2. The Developer shall obtain necessary Temporary Easements, Permits and Additional ROW Parcels prior to the Construction Work and shall not adversely impact property owners outside the Site.
- 8.1.3. The Developer shall:
  - a. Design, install, and construct a complete storm drainage system to intercept and remove surface runoff from the I-70 Mainline, CDOT Roadways and Local Agency Roadways;
  - b. Maintain surface, channel, and conduit flow through the Right-of-Way and Additional Right-of-Way; and
  - c. Be responsible for drainage-related hazards within and outside the Site, public inconvenience, flood damages, and water quality impacts caused by Construction Work during the Construction Period.
- 8.1.4. For reference only and subject always to Section 3 of the Project Agreement, the Draft Master Plan Drainage Report and Draft Master Plan Water Quality Report are provided as Reference Documents. The reports provide concepts for Offsite and Onsite drainage design, detention and general location for permanent water quality features.

### **8.2. Applicable Standards**

All Construction Work required to be performed by the Developer pursuant to this Section shall comply with the Construction Standards, the relevant requirements listed in this Section 8, and Good Industry Practice.

#### **8.2.1. Software**

The Developer shall use the following software in performing drainage design calculations:

- a. CUHP/EPA-SWMM;
- b. USACE, HEC-RAS;
- c. FHWA, HY-8;
- d. InRoads Storm and Sanitary; and
- e. FLO-2D.

### **8.3. Administrative Requirements**

#### **8.3.1. Local Agency Roadways**

The Developer shall submit plans, reports and applicable Governmental Approvals directly to the Local Agencies as part of the deliverable process. Design, construction and installation shall conform to Local Agency requirements and standards.

#### **8.3.2. Coordination with Other Agencies**

- a. The Department has coordinated with City of Denver (CCD) and Urban Drainage and Flood Control District (UDFCD) for design flows from the Montclair and Park Hill Basins. For reference only and subject always to Section 3 of the Project Agreement, these reports are provided as Reference Documents.

- b. The Developer shall coordinate all drainage related issues with affected Governmental Authorities. The Developer shall include the Department in all correspondence with the appropriate Governmental Authorities.
- c. The Developer shall coordinate all drainage related issues, as related to Construction Work on Railroad right-of-way, with the affected Railroad. The Developer shall obtain all required Permits, as described in Schedule 18 Right-of-Way and Section 8.4 of the Project Agreement.

### 8.3.3. Permits

The Developer shall comply with the requirements of the environmental and stormwater Permits that are necessary for installation and operation of the Construction Work. The Developer is obligated to adhere to the following Permit requirements:

- a. Colorado Discharge Permit System-Stormwater Construction Permit  
The Developer shall be responsible for obtaining the Colorado Discharge Permit System-Stormwater Construction Permit (CDPS-SCP) and shall comply with all stormwater Permit requirements until final stabilization has been achieved and until the CDPS-SCP Permit can be closed. This includes the maintenance of all Best Management Practices (BMPs), maintenance of all seeded/landscaped areas, and removal of all Best Management Practices (BMPs) once all erosion potential has been eliminated.
- b. Storm Water Management Plan  
The Developer's Stormwater Management Plan (SWMP) is required to fulfill the requirements of the CDPS-SCP and shall follow the format of the CDOT SWMP template.
- c. Best Management Practices  
BMPs are required to fulfill the requirements of the SWMP. The Developer shall design, install and maintain construction BMPs for the Construction Work in accordance with the CDOT *Erosion Control and Stormwater Quality Guide*.
- d. CDOT New Development Redevelopment Interim Program Guidance  
The New Development Redevelopment Program (NDRD), also referred to as the CDOT Permanent Water Quality (PWQ) Program, is required under CDOT's MS4 Permit. The Developer shall comply with the most current version of the NDRD Interim Program Guidance at the time of the Setting Date.
  - i. The Developer shall install Permanent Stormwater Quality Facilities (PSQFs) in accordance with the CDOT *Erosion Control and Stormwater Quality Guide* and the UDFCD *Urban Storm Drainage Criteria Manual*;
  - ii. Storm runoff from the Site is tributary to the South Platte River which is classified as a 303d impaired stream. A figure is included in the Draft Master Plan Water Quality Report that describes each stream segment;
  - iii. Runoff from impervious areas outside ROW shall follow the Local Agency MS4 Permit for any required PSQFs.
- e. US Army Corps of Engineers Permit  
The Developer shall be responsible for portions of the storm drainage system that are subject to Permitting under Section 404 of the Clean Water Act. Refer to Schedule 17 Environmental Requirements for additional requirements.
- f. Colorado Senate Bill 40 Permit

The Developer shall be responsible for portions of the storm drainage system that are subject to Permitting under Colorado Senate Bill (SB) 40. Refer to Schedule 17 Environmental Requirements for additional requirements.

g. Groundwater Permits

The Developer shall be responsible for Permit requirements associated with dewatering for both temporary during construction and post construction Activities. A Construction Dewatering Permit is required for temporary dewatering Activities during the Construction Work. A Subterranean Groundwater Permit is required if groundwater is collected and conveyed to the ground surface via sub-surface or Storm Drains (point source). Following Substantial Completion, the Permit will be the responsibility of the Developer. Refer to Schedule 17 Environmental Requirements for additional requirements.

**8.4. Design Requirements**

8.4.1. Data Collection

- a. The Developer is solely responsible for obtaining all relevant storm drainage improvement plans, drainage planning studies, and drainage reports for the Construction Work;
- b. The Developer is solely responsible for obtaining existing and future land use information from all Local Agencies and shall design facilities to be compatible with drainage systems, existing or proposed, on adjacent properties. The Developer shall utilize the most current land use information at the time of the Setting Date;
- c. For reference only and subject always to Section 3 of the Project Agreement, certain drainage structure surveys are provided the Reference Documents; and
- d. The Developer shall perform such detailed mapping and surveys as it determines necessary to verify locations of existing drainage and Utility features necessary for the proposed drainage design. The Developer shall verify or identify boundaries, flow patterns, and land use of drainage basins based on field observations.

8.4.2. Ultimate Design

The Developer shall design and construct all drainage facilities to the Ultimate design from Brighton Boulevard to Sand Creek. The Developer shall design and construct all ponds for the Ultimate design from Sand Creek to Chambers Road. All other drainage facilities, between Sand Creek and Chambers Road, shall be designed and constructed to accommodate the Construction Work.

8.4.3. Surface Hydrology

The Developer shall perform hydrologic analyses for all Onsite and Offsite drainage basins that are adjacent to and contribute runoff to the Site. The analysis shall be based on future land use information and the Ultimate design. The hydrologic analyses shall identify impacts to the existing drainage systems outside the Site area.

a. Design Frequencies

For the I-70 Mainline and CDOT Roadways, the design frequency for the minor and major storm shall be the 10 and 100 year event, respectively.

b. Precipitation

The Developer shall design all drainage elements using the precipitation data given in Tables 8-1, 8-2 and 8-3 provided that such data establishes the minimum design criteria for such elements and the use thereof does not relieve the Developer of any risks, responsibilities or liabilities that it otherwise assumes pursuant to the Project Agreement (including in relation to the risk of flooding).

**Table 8-1 Intensity-Duration Frequency Data (in/hr)**

Frequency	5 min	10 min	15 min	30 min	60 min
2 year	3.22	2.57	2.16	1.49	0.95
5 year	4.55	3.63	3.04	2.10	1.34
10 year	5.26	4.19	3.52	2.43	1.55
50 year	7.63	6.09	5.11	3.53	2.25
100 year	8.72	6.95	5.83	4.03	2.57

**Table 8-2 Incremental Rainfall Depth/Return Period (in)**

Time (min)	Basins less than 5 sq. miles					Basins between 5 and 10 sq. miles					Basins between 10 and 20 sq. miles				
	2 yr	5 yr	10 yr	50 yr	100 yr	2 yr	5 yr	10 yr	50 yr	100 yr	2 yr	5 yr	10 yr	50 yr	100 yr
5	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
10	0.04	0.05	0.06	0.08	0.08	0.04	0.05	0.06	0.08	0.08	0.04	0.05	0.06	0.08	0.08
15	0.08	0.12	0.13	0.11	0.12	0.08	0.11	0.12	0.11	0.12	0.08	0.12	0.13	0.11	0.12
20	0.15	0.21	0.23	0.18	0.21	0.13	0.18	0.20	0.18	0.21	0.15	0.21	0.23	0.18	0.21
25	0.24	0.34	0.39	0.34	0.36	0.20	0.29	0.33	0.34	0.36	0.23	0.34	0.39	0.34	0.36
30	0.13	0.17	0.19	0.56	0.64	0.11	0.15	0.16	0.56	0.64	0.13	0.17	0.19	0.56	0.64
35	0.06	0.08	0.09	0.27	0.36	0.06	0.08	0.08	0.27	0.36	0.06	0.08	0.09	0.27	0.36
40	0.05	0.06	0.07	0.18	0.21	0.05	0.06	0.06	0.18	0.21	0.05	0.06	0.07	0.18	0.21
45	0.03	0.05	0.06	0.11	0.16	0.03	0.05	0.06	0.11	0.16	0.03	0.05	0.06	0.11	0.16
50	0.03	0.05	0.05	0.11	0.13	0.03	0.05	0.05	0.11	0.13	0.03	0.05	0.05	0.11	0.13
55	0.03	0.04	0.05	0.07	0.10	0.03	0.04	0.05	0.07	0.10	0.03	0.04	0.05	0.07	0.10
60	0.03	0.04	0.05	0.07	0.10	0.03	0.04	0.05	0.07	0.10	0.03	0.04	0.05	0.07	0.10
65	0.03	0.04	0.05	0.07	0.10	0.03	0.04	0.05	0.07	0.10	0.03	0.04	0.05	0.07	0.10
70	0.02	0.04	0.05	0.05	0.05	0.02	0.04	0.05	0.05	0.05	0.02	0.04	0.05	0.05	0.05
75	0.02	0.03	0.05	0.05	0.05	0.02	0.03	0.05	0.05	0.05	0.02	0.03	0.05	0.05	0.05
80	0.02	0.03	0.04	0.04	0.03	0.02	0.03	0.04	0.04	0.03	0.02	0.03	0.04	0.04	0.03
85	0.02	0.03	0.03	0.04	0.03	0.02	0.03	0.03	0.04	0.03	0.02	0.03	0.03	0.04	0.03
90	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
95	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
100	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
105	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
110	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
115	0.01	0.02	0.03	0.03	0.03	0.01	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03

Time (min)	Basins less than 5 sq. miles					Basins between 5 and 10 sq. miles					Basins between 10 and 20 sq. miles				
	2 yr	5 yr	10 yr	50 yr	100 yr	2 yr	5 yr	10 yr	50 yr	100 yr	2 yr	5 yr	10 yr	50 yr	100 yr
120	0.01	0.02	0.02	0.03	0.03	0.01	0.02	0.02	0.03	0.03	0.01	0.02	0.02	0.03	0.03
125											0.01	0.01	0.02	0.02	0.01
130											0.01	0.01	0.02	0.02	0.01
135											0.01	0.01	0.02	0.02	0.01
140											0.01	0.01	0.02	0.02	0.01
145											0.01	0.01	0.02	0.02	0.01
150											0.01	0.01	0.02	0.02	0.01
155											0.01	0.01	0.02	0.02	0.01
160											0.01	0.01	0.02	0.02	0.01
165											0.01	0.01	0.02	0.02	0.01
170											0.01	0.01	0.02	0.02	0.01
175											0.01	0.01	0.02	0.02	0.01
180											0.01	0.01	0.02	0.02	0.01
	1.10	1.55	1.79	2.60	2.97	1.02	1.44	1.67	2.60	2.97	1.25	1.72	2.01	2.78	3.14

**Table 8-3 One-Hour Point Rainfall (in)**

2 Year	5 Year	10 Year	50 Year	100 Year
0.95	1.34	1.55	2.25	2.57

c. Hydrologic Methods

- i. The Developer shall perform the necessary hydrologic analyses using the following methods:
  - A. Areas less than 90 acres shall be evaluated using the rational method. The minimum time of concentration shall be 5 minutes;
  - B. Areas between 90 and 160 acres shall be analyzed using the Colorado Urban Hydrograph Procedure/Environmental Protection Agency Storm Water Management Model (CUHP/EPA-SWMM) procedure for peak flow only;
  - C. Areas greater than 160 acres shall be evaluated using the CUHP/EPA-SWMM procedure; and
  - D. The area draining to the Lowered Section shall use the CUHP/EPA-SWMM procedure for peak flow only.
- ii. The hydrologic analyses shall be based on fully developed conditions and the Ultimate design.

8.4.4. Hydraulic Structures

- a. Roadways

- i. Roadway component geometric configurations shall be designed to provide positive drainage to prevent hydroplaning and roadway icing. Cross slopes shall be designed and constructed in accordance with the requirements of Schedule 10, Section 9 Roadway.
  - A. Roadway Profile
 

Longitudinal grades shall be designed and constructed in accordance with the requirements of Schedule 10, Section 9 Roadway.
  - B. Allowable Flow Spreads
 

The Developer shall design all required Storm Drain systems to meet the allowable spread criteria given in Table 8-4.

**Table 8-4 Roadway Storm Drain Design Frequency and Allowable Spread Criteria**

Road Classification		Design Frequency	Allowable Spread into Travel Lane
I-70 Mainline		10 year	0 feet
		100 year	4 feet
I-70 Mainline Entrance/Exit Ramps and CDOT Roadways	< or = 45 mph	10 year	3 feet
	< or = 45 mph	100 year	Half of adjacent travel lane
	> 45 mph	10 year	0 feet
	> 45 mph	100 year	4 feet
Local Agency Roadway		Local Agency Criteria	

- C. Edge Treatment
 

In areas where the roadway pavement discharges runoff to Type 7 Guardrail, Type 3 Guardrail with curb, or at the end of curb returns, flows shall be collected and piped to the toe of the embankment slope. CDOT standard Type 3 Embankment Protectors or inlets shall be used at these locations. Erosion protection shall be constructed at all outfalls.
- D. Roadside Ditches and Open Channels
  - (I) For roadside ditches along all existing and proposed roadways, the water surface profile shall have a minimum of one foot of freeboard for the 10 year return frequency peak discharge and shall not exceed edge of pavement for the 100 year return frequency peak discharge;
  - (II) All open channels within the Site shall be designed to capture and convey the 100 year return frequency with a minimum one foot of freeboard. Capacity shall be determined using manning's equation;
  - (III) All ditches and open channels with a grade exceeding two percent shall be constructed with a turf reinforcement mat or

other means. Concrete or asphalt lining shall be considered in areas determined by the Developer as difficult to maintain regardless of slope or capacity; and

- (IV) Flexible channel linings shall be designed in accordance with Federal Highway Administration (FHWA) *HEC-15, Design of Roadside Channels with Flexible Linings*. Riprap channel lining shall be designed in accordance with FHWA *HEC-11, Design of Riprap Revetment*.

ii. Removals

Existing Cross Drains, Storm Drains, embankment protectors and drainage appurtenances within the Site shall be removed and replaced in their entirety. The Developer shall:

- A. Maintain historic flow patterns; and
- B. Design and construct for the Ultimate design, as described in the Section.

iii. Cross Drains

- A. Cross Drains are pipes or culverts that convey water from one side of the road to the other without interruption. Pipes connected to manholes or inlets placed in line with a Cross Drain will be referred to as a Storm Drain for the purposes of the Project Agreement. Unintended detention storage shall not be used to reduce the size of a Cross Drain;
- B. Horizontal and vertical alignment of Cross Drains shall be straight with no grade breaks or bends;
- C. The Cross Drain system shall be designed to not worsen the existing conditions for properties outside the Site. Ponding will not be permitted within the Site except at specifically designed stormwater detention and/or water quality facilities;
- D. The use of sag pipes or inverted siphons shall not be allowed to convey stormwater;
- E. All Cross Drains shall be designed for the 100 year return frequency peak discharge with no overtopping of the I-70 Mainline. The Developer shall refer to this Section in regards to Ultimate design. Hydraulic design of Cross Drains shall be based on the procedures included in FHWA *HDS No. 5, Hydraulic Design of Highway Culverts*;
- F. The minimum allowable pipe size for Cross Drains shall be 36 inches. End sections, or headwalls with beveled edges and wingwalls, shall be provided for all Cross Drains regardless of size. To reduce sizes improved inlets may be utilized. Improved inlets shall be designed based on FHWA *HEC-13, Hydraulic Design of Improved Inlets for Culverts*;
- G. Allowable headwater elevation for the 100 year return frequency peak discharge shall be designed as described in the CDOT *Drainage Design Manual*; and
- H. In some locations, the existing Cross Drains may be via porous, open-graded, free draining fill, rather than Cross Drains. The Developer shall provide Cross Drains in these locations.

iv. Storm Drains

- A. Storm Drains shall be defined as a network of pipes that connects inlets, manholes, and other drainage features to an outfall. Cross Drains

- connected to a Storm Drain system are considered Storm Drains for the purposes of the Project Agreement. Unintended detention storage shall not be used to reduce the size of a Storm Drain;
- B. Horizontal and vertical alignment of Storm Drains shall be straight with no grade breaks or bends;
  - C. The Storm Drain system shall be designed to not worsen the existing conditions for properties outside the Site. Ponding will not be permitted within the Site except at specifically designed stormwater detention and/or water quality facilities; and
  - D. At locations where 100 year detention is to be provided, the Storm Drain system shall capture and convey the 100 year flows to the detention pond. Hydraulic analyses and plans for Storm Drains that are connected to existing systems upstream or downstream of the Project shall be coordinated with affected Local Agencies. The hydraulic analyses shall identify impacts to the existing Storm Drain systems caused by the connections and proposed combined peak-design discharges for the overall systems.
- v. The minimum allowable diameter for any pipe in a Storm Drain system shall be 18 inches. The Developer shall not decrease Storm Drain size in the downstream direction.
- A. Hydraulic Design of Storm Drains
    - (I) Storm Drain design shall be performed using hydraulic gradient analysis to account for all friction and minor losses. Friction losses shall be calculated using manning's equation. Minor losses at junctions, manholes, bends, and other appurtenances shall be calculated based on design procedures in the FHWA *HEC-22, Urban Drainage Design Manual*;
    - (II) Storm Drains under the I-70 Mainline shall be designed under free flow conditions for the 10 year return frequency peak discharge for Ultimate design. The hydraulic gradient for the 100 year return frequency shall be below top of pavement, inlet, grate, or manhole lid for the Ultimate design; and
    - (III) The velocity of flow for Storm Drains shall not be less than three feet per second for the minor storm discharge (10 year) return frequency peak discharge and shall not be greater than 22 feet per second for the major storm discharge (100 year).
  - B. Inlets
    - (I) Inlets are required at locations to collect runoff within the design controls specified in this Section. In addition, there are a number of locations where inlets may be necessary with little regard to contributing drainage area. These locations shall be designated on the plans prior to computations regarding discharge, water spread, inlet capacity, or bypass. Examples of such locations can be found in Chapter 13.4.2 of the CDOT *Drainage Design Manual*;
    - (II) CDOT *M & S Standard Plans* inlets shall be used on all CDOT Roadways. Inlets and their grates shall be designed for HS-20 or interstate alternate live loading;
    - (III) The following criteria apply to inlets

- (aa) Type C and Type D inlets shall not be allowed within the roadway pavement limits unless used in conjunction with embankment protectors;
- (bb) Vane grate inlets shall be used in the shoulders of I-70 Mainline and shall not extend into adjacent travel lanes;
- (cc) Close mesh grates shall be used for Type C and D inlets near pedestrian areas;
- (dd) Concrete aprons shall be installed on Type C and D inlets; and
- (ee) Type 13 or Type C inlets shall be used in conjunction with valley pans;
- (IV) Inlet hydraulic efficiency and spacing shall be determined based on design procedures in the FHWA *HEC-22, Urban Drainage Design Manual*. One hundred percent of the bypass flow shall be added to the next downstream inlet;
- (V) For a continuous Storm Drain system, maximum inlet spacing shall be designed based on allowable flow spread or the manhole spacing criteria, whichever is less;
- (VI) The sag vertical curve or sump area on a roadway requires an inlet at the lowest point and flanking inlets on each side of the lowest inlet to provide relief from debris clogging. Inlets shall be located such that the design criteria for spread are maintained;
- (VII) Inlets are required 10 feet upstream from the point where the street cross slope begins to super-elevate toward the opposite side to minimize cross street flow. Bypass flow across the I-70 Mainline shall be limited to 0.1 cfs or less. Sump inlets shall not be placed at the zero point of the superelevation transition;
- (VIII) Trench drains will not be allowed in the traveled way or transverse to traffic flow on the I-70 Mainline;
- (IX) Valley gutters across connecting streets shall not be allowed. Drainage runoff shall be intercepted upstream from connecting streets for subsurface conveyance;
- (X) Inlets and inlet aprons shall not be located in the travel lanes of the I-70 Mainline or CDOT Roadways; and
- (XI) A clogging factor of 50 percent shall be used for sizing single-unit inlet grates. A clogging factor of 10 percent shall be used for sizing single-unit curb opening inlets. For multiple-unit inlets, the clogging factor may be reduced as recommended in the UDFCD *Urban Storm Drainage Criteria Manual, Volume 1*, Chapter 6, Section 3.

C. Manholes and Junction Structures

- (I) Manholes shall be incorporated into the Storm Drain system to provide access for inspection, cleaning, and other maintenance activities. Manholes shall be constructed at all junctions, changes in pipe size, drops, and grade changes. Manholes shall be provided at any change in horizontal alignment greater than two degrees. Manholes shall not be located in the wheel path of CDOT Roadways or travel lanes of the I-70 Mainline;

- (II) A lateral that is less than half inside diameter of the trunkline and no more than 75 feet long may be connected to the trunkline with a prefabricated pipe wye, tee connection, or by penetration in conjunction with a concrete collar. Larger laterals shall be connected to the trunkline with a manhole;
  - (III) The spacing of manholes shall be in accordance with the criteria identified in the CDOT *Drainage Design Manual*;
  - (IV) Manhole and junction structure floors shall be shaped to fit the pipe inverts; and
  - (V) Pipe connections to manholes with material other than concrete shall be submitted to the Department for Information.
- b. Drain Outfalls
- i. Cross Drain and Storm Drain outfalls shall be designed such that the outlet elevation matches the receiving drainageway flowline. Outfalls shall be oriented in a downstream direction and designed to minimize existing habitat disturbances during construction;
  - ii. Permanent erosion protection shall be provided at all outfalls and along the drainage flowlines where needed. Energy dissipaters shall be designed in accordance with the FHWA *HEC-14 Hydraulic Design of Energy Dissipaters for Culverts and Channels*, or UDFCD *Design of Low Tailwater Riprap Basins for Storm Sewer Pipe Outlets*;
  - iii. All drain outfalls require either a headwall or end section. End sections or headwalls shall be used for drains 48 inches and smaller. A headwall shall be used for any drain 54 inches and larger. A concrete apron shall be required when wingwalls are utilized with a headwall. Saddle headwalls shall not be used. Concrete pipe joint fasteners for end sections shall be installed so that a minimum of 15 linear feet of the outlet end of the pipe are mechanically locked together;
  - iv. The effect of tailwater in the receiving drainageway on the hydraulics of the outfall shall be evaluated. The design frequency of the tailwater of the receiving drainageway shall be based on the comparison of design discharge frequencies for coincidental occurrence included in the FHWA *HEC-22, Urban Drainage Design Manual*; and
  - v. The Developer shall design and be responsible for obtaining maintenance eligibility from the UDFCD for drain outfalls to major drainageways.
- c. Scour and Erosion Control
- i. All existing scour, rill or erosion issues within the Site shall be repaired by the Developer;
  - ii. The Developer shall analyze the I-270 over I-70 proposed structure (E-17-AFS) for erosion and scour potential and design and construct appropriate protection or mitigation per, HEC-18, *Evaluating Scour at Bridges*, HEC-20, *Stream Stability at Highway Structures* and HEC-23, *Bridge Scour and Stream Instability Countermeasures Experience, Selection, and Design Guidance, Volume 1 and 2*;
  - iii. The following criteria apply to riprap layer thickness:
    - A. Thickness shall not be less than the spherical diameter of the D100 stone or less than two times the spherical diameter of the D50 stone, whichever results in the greater thickness;
    - B. Thickness shall not be less than 12 inches for practical placement;

- C. The thickness determined by either criteria A or B shall be increased by 50 percent where the riprap is placed underwater; and
      - D. Oversized stones shall not be used;
    - iv. Geotextile (Erosion Control Class 1) shall be used under all riprap per CDOT *M & S Standard Plans*.
  - d. Temporary Drainage during Construction
    - i. The Developer shall be responsible for the design and construction of temporary drainage of the Site during the Construction Period. Temporary drainage shall comply with Project clear zone requirements. Temporary drainage shall be designed to minimize hydroplaning and icing for each phase or stage of construction;
    - ii. The minimum size for temporary Storm Drains and Cross Drains shall be 12 inches. The minimum size of temporary underdrains shall be 4 inches. The Developer shall be responsible for selection of material type for temporary drainage features; and
    - iii. The Developer shall submit Temporary Drainage Plans to the Department for Acceptance in accordance with this Section.
  - e. Sub-Drainage Systems
    - i. Sub-drainage systems (e.g., underdrains) shall be designed in accordance with the CDOT *Drainage Design Manual*. Sub-drainage systems may be discharged to the stormwater system in compliance with regulations for groundwater discharge and control of water quality. The Developer shall preserve the capacities and functionality of existing underdrains encountered during construction;
    - ii. Groundwater is anticipated to be encountered during the Construction Period. For reference only and subject always to Section 3 of the Project Agreement, the Preliminary Subsurface Investigation is provided in the Reference Documents;
    - iii. The Developer shall be responsible for determining the effects of buoyancy for any roadway under the groundwater table and providing the necessary analysis and design to mitigate its effect for both the Construction Period and the Operating Period;
    - iv. The Developer shall be responsible for the design and construction of a dewatering system to prevent groundwater from infiltrating to the Lowered Section during the Construction Period and the Operating Period, and permanent treatment of groundwater during the Operating Period. The Developer shall operate and maintain the dewatering system during the Construction Period and the Operating Period; and
    - v. Wells and springs may exist within the Construction Work. The Developer shall protect and maintain the flow quantity, water quality, access, and availability of the wells and springs.
  - f. Ponds
    - i. The Developer shall design, construct and locate all ponds to the Ultimate design;
    - ii. The Developer shall coordinate with the applicable owner the design and construction of access roads to ponds;
    - iii. All ponds shall adhere to the extended detention basins (EDB) design guidance as defined in the UDFCD *Urban Storm Drainage Criteria Manual*; and
    - iv. The Developer shall adhere to the requirements of Section 37-92-602(8) of the Colorado Revised Statutes for ponds and infiltration facilities. The Developer shall

submit to the Department all information required for the statewide notification compliance portal for Acceptance;

**Table 8-5 Water Quality and Detention Ponds**

Pond Name	I-70 Mainline Station	Facility Type
Brighton West	2000+00	Flood Control Pond
Brighton East	2012+00	Flood Control Pond
York East	2028+00	Flood Control Pond
Steele West	2050+00	Flood Control Pond
Steele East	2055+00	Flood Control Pond
Steele North	2055+00	Flood Control Pond
Colorado North	2080+00	Flood Control Pond
Colorado South	2080+00	Flood Control Pond
Quebec North	2185+00	Water Quality Pond
Havana North #1	2292+00	Water Quality Pond
Havana North #2	2292+00	Detention Pond
Havana South	2292+00	Water Quality and Detention Pond
Onsite North	Race Court and Brighton Boulevard	Water Quality and Detention Pond

- v. All ponds shall include the following:
  - A. A six foot minimum width concrete trickle channel with mountable curb to convey nuisance flows from inflow locations to the primary low-level outlet and shall be designed for maintenance equipment loads;
  - B. Pre-sedimentation forebay and micro pool;
  - C. Outlet structure shall be flush with the side slope with trash rack;
  - D. Grades within the basin shall not be less than 0.5 percent unless otherwise Accepted by the Department;
  - E. Outfalls flowing into a pond shall be placed no less than 6 inches above the bottom of pond; and
  - F. Emergency spillway;
- vi. The Developer shall design and construct flood control ponds adjacent to the Lowered Section to capture and convey the 100 year flood before entering the I-70 Mainline. Flood Control Ponds shall not include the pre-sedimentation forebay and micro pool;
- vii. The Developer shall design and construct water quality and detention ponds to provide for the full WQCV plus the 10 year detention volume for the minor storm, and one-half of the WQCV plus the 100 year detention volume for the major storm event;
- viii. The Developer shall design and construct water quality ponds to provide for the full WQCV. Alternate PSQFs for water quality ponds, as shown in CDOT *Erosion Control and Stormwater Quality Guide*, may be used with Acceptance from the Department;

- ix. The Developer shall provide the following:
    - A. 12 foot minimum width access road for maintenance equipment to the inlet and outlet structure;
    - B. 12 foot minimum width access road around the top of the pond, or turn around area suitable for maintenance equipment;
    - C. A staging area suitable for maintenance Activities; and
    - D. Fall protection, where required;
  - x. The elevation of the emergency spillway or overflow structure shall be at or above the elevation of the routed 100 year water surface or at or above the elevation of the WQCV for water quality ponds. The emergency spillway or overflow structure shall have the capacity to convey the routed 100 year peak discharge. Embankments shall provide a minimum of one foot of freeboard above the routed 100 year water surface elevation through the emergency spillway;
  - xi. All ponds shall be installed outside the 100 year floodplain boundary;
  - xii. The low-level outlet of the outlet structure shall include a debris rack with a total opening area at least twice the area of the low-level outlet;
  - xiii. Detention basin slopes and bottom shall be protected against erosion from inflows and circulation within the basin;
  - xiv. Slopes of earth embankments for detention facilities steeper than 4:1 will not be allowed unless Accepted by the Department. Slopes in ponds shall be planted with a seed mix and protected by a soil retention covering per CDOT Standard Specifications;
  - xv. Existing unintended detention storage volume at the entrance to existing Cross Drains or Storm Drain systems shall not be considered to reduce peak discharges downstream;
  - xvi. Groundwater elevation plans shall be created by the Developer at all pond locations. The plans shall show the pond, location of borehole, existing and proposed contours, groundwater elevation, and depth to groundwater. If groundwater is encountered, measures shall be taken (e.g., perimeter underdrain system or impermeable liner) to prevent groundwater seepage into the pond. Groundwater shall not pass through the forebay, trickle channel or micropool; and
  - xvii. All pond design calculations, geometry, and details shall be provided to the Department as part of the Drainage Report.
- g. Bridges and Deck Drainage
- The Developer shall provide deck drainage systems for bridges when the maximum allowable flow spread for the design storm is exceeded. Inlets shall limit flow across the expansion device to less than one cubic feet per second (cfs) for the 10 year storm. Bridge deck drainage systems shall be designed in accordance with the FHWA HEC-21 *Design of Bridge Deck Drainage*. See Schedule 10, Section 13 Structures for more information regarding bridge deck drainage requirements.

#### 8.4.5. Stormwater Pump Stations

- a. The use of pump stations shall be permitted where stormwater removal is not feasible, as Approved by the Department; and
- b. The Developer shall comply with the following requirements in relation to the design of permitted pump stations:
  - i. The pump stations shall be designed for the 100 year, two hour event;

- ii. The design shall comply with the HEC-24, Highway Stormwater Pump Station Design;
- iii. The extent of the 100 year storm shall be determined and safeguards against flooding shall be provided;
- iv. A wet well shall be incorporated with the pump station design. The maximum water level in the wet well shall be more than one foot below the lowest pavement elevation;
- v. The configuration shall provide for screening out debris and a minimum of three pumps;
- vi. Pump equipment and controls shall be explosion proof, corrosion resistant and appropriate for the application;
- vii. Backup systems for power, control and pumping shall be provided;
- viii. The design shall include access for ordinary maintenance, provisions for replacing pumps, and a minimum of two parking spaces;
- ix. The pump house shall have locked doors, fence and gate for security, and an adequate ventilation system;
- x. The design shall eliminate the need for confined space entry as defined by Occupational Safety and Health Administration (OSHA) and National Institute for Occupational Safety and Health (NIOSH);
- xi. The site layout shall adhere to the aesthetic requirements, as provided in Schedule 10, Section 14 Landscaping and Aesthetics;
- xii. The design of the pump facility shall minimize noise to adjacent sensitive receptors;
- xiii. The installed equipment shall be certified and tested prior to being placed in service;
- xiv. The design shall include operation and maintenance manuals for the facility; and
- xv. Utility service for the pump stations shall be as required by Schedule 10, Section 4 Utilities.

#### 8.4.6. Irrigation Facilities

The Developer shall coordinate all modifications, crossings and connections to irrigation ditches and shall adhere to ditch company standards and requirements.

#### 8.4.7. Floodplains

- a. The Developer shall coordinate all impacts to Federal Emergency Management Agency (FEMA) regulated floodplains and changes to bridges and Cross Drains located in FEMA regulated floodplains with the Department, FEMA, UDFCD, and the Local Agency floodplain administrator;
- b. The Developer shall comply with local floodplain development Permits as well as applicable National Flood Insurance Program requirements;
- c. As required by the FEMA or Local Agency floodplain administrators, the Developer shall develop hydraulic models of the waterways and crossing structures to demonstrate hydraulic performance of new structures and existing structures;
- d. The Developer shall apply for, obtain, and submit Conditional Letters of Map Revision (CLOMR) and Letters of Map Revision (LOMR) to the Department, for Acceptance and appropriate owner signatures, if required;
- e. The Developer shall be responsible for all FEMA and other agency fees;

- f. The Developer shall obtain floodplain development Permits as required by the Local Agencies; and
- g. The Developer shall be responsible for and comply with submittal schedules as required by all reviewing agencies.

8.4.8. Storm Water Management Plan Updates

- a. The SWMP shall be updated and submitted to the Department to document changes to design and construction Activities;
- b. To verify compliance with 208.04(e) of the CDOT Standard Specifications, the Developer shall submit plan drawings and electronic files of the SWMP Site Map which show the current areas of erodible earth material exposed at one time by clearing and grubbing, and earthwork operations once per month. The format of the electronic files must allow for the area to be calculated and verified (for example MicroStation or Adobe Pro with appropriate polygon shapes);
- c. The Developer shall submit updates to the SWMP Site Map monthly, revising to incorporate the progress of the Construction Work; and
- d. The surface area of erodible earth material exposed at one time by clearing and grubbing and earthwork operations shall not exceed 34 acres as required by Section 208.04(e) of the CDOT Standard Specifications. The Developer may request permission in writing to exceed the 34 acre maximum. This request must include information on the Developers plan and the resources that will be utilized to ensure compliance with the requirements of the CDPS-SPC and Section 208 of the CDOT Standard Specifications. Permission to exceed the 34 acre maximum will be given at the Department's discretion and may be withdrawn at any time if the Developer fails to meet the requirements of Section 208 of the CDOT Standard Specifications.

8.4.9. Area Specific Drainage Requirements and/or Information

- a. Offsite Outfall System  
The Developer shall design, construct and install the necessary drainage infrastructure required to protect the Lowered Section from the 100 year event. No Offsite flow shall be allowed to drain into the Lowered Section.
- b. Onsite Outfall System  
The Developer shall design, construct and install the necessary drainage infrastructure required to drain the Lowered Section. The only tributary area allowed to drain to the low point will be the roadway and associated ramps located within the Lowered Section. Underground detention shall be utilized to maintain the site layout needed for G&K Services if the design of the outfall system is consistent with the Reference Design.
- c. 46<sup>th</sup> Avenue Drainage Design - Brighton Boulevard to Dahlia Street  
The Developer shall design, construct and install the necessary drainage infrastructure required to meet CCD criteria and prevent Offsite flow from draining into the Lowered Section.
- d. I-70 Mainline Restriping - I-25 to Brighton Boulevard  
The segment of I-70 Mainline between I-25 and Brighton Boulevard will consist of restriping that substantially reduces the shoulder of the I-70 Mainline. The inlets required to meet spread criteria shall be incorporated by the Developer into the drainage design.
- e. Colorado South Pond and Safeway  
The Developer shall design, construct, install, and coordinate with Safeway to replace the existing detention and containment ponds that will be removed with the widening of the I-70 Mainline to the southeast of Colorado Boulevard.

- f. Storm Drain over the Lowered Section near York Street  
The Developer shall continue to utilize the historic flow capacity in the existing storm drain in York Street, north of the I-70 Mainline, with a structure over the Lowered Section.
- g. Sand Creek  
The Developer shall design and reconstruct the overflow channel for Sand Creek adjacent to the south side of the I-270 flyover. The Developer shall coordinate with CCD, UDFCD and Local Agency floodplain administrator.
- h. Groundwater  
The Developer shall provide the necessary analysis and design for temporary dewatering during construction and permanent treatment of groundwater for the Site. Additional information regarding groundwater conditions and requirements is included in Schedule 17 Environmental Requirements.
- i. Cover  
The Developer shall design, construct and install the necessary drainage infrastructure required to drain the Cover and protect the Lowered Section between Columbine Street to Clayton Street from the 100 year event. Additional information and requirements regarding the Cover are included in Schedule 10, Section 12 Cover MEP System.
- j. Micro Tunneling and Pipe Jacking  
Micro tunneling or pipe jacking shall be permitted in areas where open cut installation of Storm Drains and Cross Drains is prohibitive. The use of rectangular pipe is prohibited. The Developer shall:
  - i. Consider the use of steel, concrete, or centrifugally cast fiberglass-reinforced, polymer mortar pipe. Pipe material shall be submitted by the Developer to the Department for Acceptance;
  - ii. Submit to the Department, for Acceptance, the materials, means, and methods of installation, including but not limited to the following:
    - A. Plan and profile with all Utilities shown and labeled with appropriate Utility ID number. All clearances between Storm Drains or Cross Drains and Utilities shall be clearly labeled;
    - B. Jack and boring pit locations;
    - C. Excavation Material Management Plan;
    - D. Traffic Control Plan;
    - E. Dewatering Plan; and
    - F. Quality Control Plan.

## **8.5. Construction Requirements**

- 8.5.1. The Developer shall be aware that the Project is within two large existing flood-prone basins; the Montclair Basin and Park Hill Basin. The Developer shall be responsible for protecting and preserving public and private property from damage resulting directly or indirectly from stormwater runoff along or adjacent to the Site during construction of all improvements, including upstream and downstream properties.
- 8.5.2. The Developer is advised to coordinate with Local Agencies, including but not limited to the UDFCD, for flows that affect drainage within the Site. The Developer shall evaluate construction methods and staging during the design phase and include provisions to maintain positive drainage at all times during construction.
- 8.5.3. The Developer shall:

- a. Store materials in areas where damage from flood waters is not likely to occur;
  - b. Not place fill or decrease conveyance capacity of stormwater flow paths without first installing conveyance, either temporary or permanent, to adequately perpetuate the flows in a historical manner and condition consistent with historical flows;
  - c. Maintain such conveyance for all existing flow areas and temporary and permanent conveyance facilities constructed as part of the Project;
  - d. Include necessary upstream collection facilities and extend the conveyance system downstream to a reasonable outfall location; and
  - e. Not divert flows from historical patterns until downstream facilities, either temporary or permanent, are in place to safely convey flows to an acceptable outfall location.
- 8.5.4. The Developer shall sequence construction of drainage features, including but not limited to inlets, lateral connections, storm drains, channels, and reinforced concrete boxes, so they can be connected to their appropriate outfall to convey flows as designed. If construction of the outfall cannot be completed before direct connection of upstream drainage features, the Developer shall provide temporary flow conveyance.
- 8.5.5. The Developer shall clean all existing drains prior to the start of Construction Work in accordance with Section 202 of the CDOT Standard Specifications.
- 8.5.6. The Developer shall construct temporary drainage in accordance with the Accepted Temporary Drainage Plans for each phase or stage of construction, as described in Schedule 10, Section 2 Maintenance of Traffic. Temporary drainage proposed to be abandoned shall be plugged and flow filled and submitted to the Department for Approval prior to abandonment.
- 8.5.7. The Developer shall survey PSQFs according to Section 6.1.3 of the CDOT *Survey Manual* to confirm the design volume has been provided during construction and documented in the As-Built plans. The Developer shall also submit a Pond Certification Letter stamped by a professional engineer that summarizes all pertinent information. This form shall be submitted prior to final seeding of the facility. The Developer shall map for inclusion into CDOT's Geographic Information System, all new and existing (remaining) outfalls.
- 8.5.8. Pipe Material Selection Guide
- a. The Developer shall comply with the CDOT *Pipe Material Selection Guide*; and
  - b. Clarifications of the CDOT *Pipe Material Selection Guide* are as follows:
    - i. Trial installations are not allowed on the Construction Work;
    - ii. The Developer shall sample soil and water;
    - iii. References to "Project Manager" in the Guide shall be the Developer;
    - iv. The Developer shall provide a sampling schedule for pipe selection for Department, for Information, 30 Calendar Days after issuance of NTP 1;
    - v. Pipe material selection shall be submitted as part of the Drainage Reports;
    - vi. Aluminum alloy pipe shall not be used; and
    - vii. Storm Drains that are both parallel to and within the strap zone of retaining walls shall be solid wall plastic conduit.

## **8.6. Drainage Reports**

### **8.6.1. Master Drainage Report**

The Developer shall prepare a Master Drainage Report and submit to the Department, for Acceptance, concurrent with the Preliminary (30% Level) Plan Package. The Master Drainage Report shall show how the Developer's design meets the Reference Design and Ultimate configuration, as discussed in this Section.

8.6.2. Interim Drainage Reports

The purpose of an Interim Drainage Report is to actively capture and document all changes to design between the Master and Final report submittals. Interim Drainage Reports shall be submitted by the Developer to the Department for Acceptance. The Developer shall create and include an index of changes to design with each Interim Drainage Report submittal.

8.6.3. Final Drainage Reports

The purpose of the Final Drainage Report is to integrate all Accepted Interim Drainage Reports into one stand-alone report for the Project. The Final Drainage Report shall be prepared by the Developer and submitted to the Department for Acceptance prior to Substantial Completion. The Developer shall include a summary index that incorporates all interim report changes with the Final Drainage Report submittal. No addenda to the Final Drainage Report shall be permitted;

8.6.4. Drainage Reports shall follow the documentation procedure in Chapter 4 of the CDOT *Drainage Design Manual* and shall include the following:

- a. Basic design data, design assumptions, hydrologic and hydraulic methodologies, assumptions, model inputs and outputs, detailed calculations, computations, and computer printouts, relevant design criteria, circumstances influencing design, discussion of all drainage issues and drainage facilities, appropriate maps, figures, and plans;
- b. Rationale for sizing and selection of all drainage elements, including catch basins, Storm Drain systems, Cross Drains, ditches, swales, PSQFs, detention facilities, and pipe materials selection;
- c. Hydraulic data sheets with a summary of hydraulic design information for each Storm Drain and Cross Drain;
- d. A delineation of contributing basins, existing drainage patterns for both highway and cross-drainage flows, drainage parameters, inflow hydrographs for detention basins, detention basin sizing, discharge characteristics, discharge hydrographs for detention basins, detention times, and other information necessary for the design of the drainage system. All drainage reports shall include documentation of tributary flows from areas outside of each construction segment, as defined by the Developer;
- e. Documentation that the proposed runoff will be controlled and treated in accordance with this Section and all drainage and water quality Permits;
- f. Documentation of existing drainage discharge rates, outfall locations and pond release rates;
- g. Documentation of the impact of proposed drainage designs on existing drainage facilities;
- h. Documentation of compatibility with the Ultimate design; and
- i. Calculations, analysis, and all related information used in developing conclusions and recommendations for PSQFs in accordance with CDOT NDRD requirements.

8.6.5. In addition to the documentation procedure in Chapter 4 of the CDOT *Drainage Design Manual*, the Developer shall follow the report outline below. The section and subsection headings shall be maintained at a minimum. If a section or subsection is not used, the reason it is not applicable to the Project shall be specified. New sections or additional subsections shall be added as necessary to fully document the drainage design:

- a. Drainage Report Outline;
  - i. Introduction
    - A. Location of improvements;
    - B. Description of improvements; and
    - C. Discussion of drainage investigation.

- ii. Cross Drainage, Drainageway, and Irrigation Ditch Crossings
  - A. Location and general discussion;
  - B. Hydrology and design flow development;
  - C. Information sources;
  - D. Pipe material selection;
  - E. Agency coordination (i.e. UDFCD, Local Agencies);
  - F. Description of structural design (i.e. for non-CDOT standard CBCs);
  - G. Hydraulic design;
  - H. Groundwater and sub-drainage features;
  - I. Drainageways and floodplains;
  - J. Scour analysis; and
  - K. Bank stabilization.
- iii. Roadway Drainage Systems
  - A. General discussion
  - B. Design coordination
    - (I) Adjacent segments; and
    - (II) Agency coordination.
  - C. Drainage Basin Delineations & Characterization
    - (I) Existing basins; and
    - (II) Proposed basins.
  - D. Hydrology and Design Flow Development
  - E. Pavement, Median and Roadside Drainage
    - (I) Inlet/Catch basin spacing design;
    - (II) Storm Drain design;
    - (III) Roadside ditch and channel design; and
    - (IV) Erosion control design.
- iv. Permanent Stormwater Quality Facilities
  - A. Assumptions and methodologies
    - (I) Allowable release rate discussion
  - B. Hydrology and Hydraulics
    - (I) Storage and outlet design documentation
  - C. Adherence to the CDOT MS4 Permit and NDRD requirements.
- v. Appendices
  - A. Hydrologic Analysis
    - (I) Onsite hydrology;
    - (II) Offsite hydrology;
    - (III) Precipitation data;

- (IV) Soil survey;
- (V) Land use; and
- (VI) FEMA maps.
- B. Hydraulic Analysis
  - (I) Spread width, Inlet and Storm Drain calculations;
  - (II) Roadside ditch and channel calculations;
  - (III) Hydraulic grade line calculations;
  - (IV) Drain outfalls, scour and erosion control calculations; and
  - (V) Groundwater and sub-drainage systems.
- C. Permanent Stormwater Quality Facilities
  - (I) Extended detention basin calculations;
  - (II) Stage storage calculations;
  - (III) Trickle channel calculations; and
  - (IV) Water quality structure calculations.
- D. Basin Maps
  - (I) Existing and proposed Onsite basin maps; and
  - (II) Offsite Basin maps (full size 22 inch x 34 inch sheets).

vi. References.

- b. The Developer shall submit to the Department one hard copy of the Master Drainage Report, one hard copy of all Interim Drainage Reports, and three hard copies of the Final Drainage Report for Acceptance. All Drainage Reports shall be signed and sealed;
- c. The Developer shall submit, to the Department, an electronic copy of all signed and sealed drainage reports in PDF format; and
- d. The Final Drainage Report shall include electronic copies of all computer analysis input and output files in the native file format.

**8.7. Water Quality Reports**

- 8.7.1. The Developer shall prepare Water Quality Reports to document permanent water quality design decisions for compliance with the CDPHE. All decisions shall adhere to the NDRD program as part of CDOT's overall MS4 Permit;
- 8.7.2. The Developer shall prepare a Master Water Quality Report and submit to the Department, for Acceptance, concurrent with the Preliminary (30% Level) Plan Package. The Master Water Quality Report shall show how the Developer's design meets the Reference Design and Ultimate configuration, as discussed in this Section 8.
- 8.7.3. The purpose of an Interim Water Quality Report is to actively capture and document all changes that affect permanent water quality between the Master and Final report submittals. Interim Water Quality Reports shall be submitted by the Developer to the Department for Acceptance. The Developer shall create and include an index of changes to design with these reports to reflect the content of the Final Water Quality Report;
- 8.7.4. The purpose of the Final Water Quality Report is to integrate all Accepted Interim Water Quality Reports into one stand-alone report for the Project. The Final Water Quality Report, shall be prepared by the Developer and submitted to the Department for Acceptance prior to Substantial Completion. The Developer shall include a summary index that incorporates all interim report

- changes with the Final Water Quality Report submittal. No addenda to the Final Water Quality Report shall be permitted;
- 8.7.5. The Water Quality Reports shall reference the applicable drainage report for all technical aspects and design calculations;
- 8.7.6. The Water Quality Reports shall include the following:
- a. All assumptions, circumstances influencing design, applicable design standards and/or requirements, and design criteria-related decisions;
  - b. Design decisions shall be documented and shall be based on sound engineering principles;
  - c. All related references including maps, figures, and plans shall be provided in an appendix to the reports;
  - d. Documentation of tributary flows from areas outside of each defined construction segment; and
  - e. An exhibit showing the Construction Work in relation to the MS4 boundary area.
- 8.7.7. The Developer shall prepare an NDRD exhibit to be included with all Water Quality Reports. The NDRD exhibit shall include the following:
- a. A delineation of each basin with a colored, solid-filled, hatch pattern. Each basin shall be tributary to a specific PSQF. Provide different colors for each PSQF basin. These basins shall incorporate the sub-basins found in the Drainage Reports;
  - b. A label for each water quality basin. Include the typical basin designation circle label. Include within the circle the water quality basin ID, the basin area, and the impervious area with that basin. Provide a legend to describe the basin designation label;
  - c. A label for the proposed PSQFs serving each basin. The Developer shall ensure that the location of the PSQF matches the proposed locations found in the construction drawings;
  - d. Flow direction arrows;
  - e. A delineation of disturbed areas for the Construction Work; and
  - f. A table with six column headings. The column headings shall be; Basin, Color, Basin ID, Type of PSQF used to Treat Area, Required Impervious Area to be Treated, Increased Impervious Area Treated, and Comments. At the bottom of the table sum the columns for increased impervious area to be treated and the actual impervious area treated.
- 8.7.8. The Developer shall submit to the Department one hard copy of the Master Water Quality Report, one hard copy of all Interim Water Quality Reports and three hard copies of the Final Water Quality Report for Acceptance. All Water Quality Reports shall be signed and sealed;
- 8.7.9. The Developer shall submit one electronic copy of all signed and sealed Water Quality Reports in PDF format; and
- 8.7.10. The Water Quality Reports shall follow the report outline below. New sections or additional subsections shall be added as necessary to fully document the design:
- a. Water Quality Report Outline
    - i. Table of Contents
    - ii. Introduction
      - A. Vicinity Map;
      - B. Site location, stationing;
      - C. State highway number;

- D. Name of receiving waters;
  - E. Location of existing and proposed outfalls;
  - F. Geographic reference (county, nearest town); and
  - G. Jurisdictional MS4 boundary areas.
- iii. Discussion of CDOT MS4/NDRD Requirements
- A. Discussion of how proposed PSQFs satisfy CDOT's MS4 requirements;
  - B. Site map showing locations of PSQFs;
  - C. Relationship of PSQFs to major drainageway and outfall systems plans;
  - D. Detailed description, design criteria, and references to specifications and technical details of PSQFs as documented in the applicable Drainage Reports;
  - E. Detailed descriptions, design criteria, and locations of stream stabilization measures to be implemented;
  - F. Design objectives;
  - G. Treatment options;
  - H. Expected pollutant removal rates;
  - I. Existing water quality features that will be abandoned, reconfigured, or incorporated into a new design;
  - J. ROW needs and/or concerns;
  - K. Recommended design; and
  - L. Maintenance and operation requirements, inspection protocols, and maintenance schedule.
- iv. The following topics shall be addressed in detail:
- A. Description of project and land disturbance in acres;
  - B. What area (in acres) is required to be treated, what area (in acres) of treatment is provided, what area (in acres) is not treated, and what area (in acres) is treated in addition to what is required. The discussion shall distinguish between CDOT MS4 area and non-CDOT MS4 area. Include this information in the report and as a note on the NDRD exhibit;
  - C. Detailed description, design criteria, justifications, decision making process (why a permanent BMP was chosen over another), location of permanent BMPs to be implemented, and analysis as to how permanent BMPs (combination or individual) satisfy the current CDOT NDRD requirements; and
  - D. Provide the certification number for the CDPS Construction Permit for the Construction Work.
- v. Maintenance and Operation
- A. Narrative description of the facility  
  
Example: Extended detention pond with a single cell outlet structure with an orifice plate which is designed for a 40 hour drain time. Three inlets drain into the basin which has a concrete lined forebay with grouted

riprap berm. The forebay is designed to drain within five minutes and keep out large floatable/debris.

B. Narrative description of maintenance access to the facility

Example: maintenance access off of southbound I-25 before guardrail or take ramp from southbound I-25 to westbound Speer. Parking is from the shoulder.

C. Narrative description of what maintenance work will need to be done and at what frequency to ensure continued effectiveness of the facility.

Example:

- (I) Mowing basin to keep vegetation controlled so water can continue to flow unhindered. Remove vegetation from facility to keep from re-clogging grates and orifice plate;
- (II) Clean trash rack/grates of debris and dispose of off of PSQF site;
- (III) Clear orifice plate holes so water can continue to flow;
- (IV) Remove sediment from basin when reaches lowest orifice hole or blocking forebay outlet pipe. Can use hand shovels, bobcats/skid steers;
- (V) Remove sediment off of PSQF site to keep from re-polluting the pond;
- (VI) Re-seed as necessary to keep area stable of erosion;
- (VII) Add additional erosion control items to keep area stable; and
- (VIII) Tighten/replace trash rack bolts and screens as necessary to keep structure in working order.

D. Documentation of commitments from responsible agency (such as Intergovernmental Agreements, Memoranda of Understanding, etc.) or owner to maintain the PSQF's shall be required and included with the Final Water Quality Report.

vi. Appendix

- A. Construction Work in relation to MS4 boundary area exhibit; and
- B. NDRD Exhibit

**8.8. Drainage Plans**

8.8.1. The Developer shall prepare plans for all drainage related facilities for the Construction Work in a format that follows the documentation procedure in Chapter 4 of the CDOT *Drainage Design Manual*, CDOT *CADD Manual* and CDOT *Drafting Manual*;

8.8.2. The Developer shall submit all applicable plans with each drainage report; and

8.8.3. Plans shall be submitted with changes to design. The Developer shall include the following for all drainage plan deliverables:

a. Plan View

- i. Provide the location of all existing and proposed drains and Approved abandoned pipe locations. Provide a label for each proposed drain and Approved abandoned pipe locations. The Developer shall establish a labeling system that is specific to

- each proposed storm drain system and provide a table to summarize all pertinent information. The table shall include the drain line and sheet number where the profile can be found;
- ii. Provide the location of all existing and proposed inlets, manholes, end sections, and outlet protection. Provide a label for each proposed inlet, manhole, end section, and outlet protection. Include a table that summarizes all pertinent information. The table shall include the label ID, station and offset, item, length, pay depth, and notes;
  - iii. Provide all existing and proposed grading;
  - iv. All Utilities and As-Built information for relocated Utilities shall be accurately shown;
  - v. Provide location of existing and proposed ROW lines;
  - vi. Label locations of all drains to be removed or abandoned with flowfill. Include description and length of drain;
  - vii. Provide locations of all proposed permanent underdrains. Include locations of existing underdrains to be utilized with the Project as discovered during Construction Work. Provide a label for each underdrain location, clean out, fittings, and outlet. The Developer shall establish a labeling system that is specific to each underdrain system and provide a table to summarize all pertinent information. The table shall include the drain line and sheet number where the profile can be found and include the label ID, station and offset, item, length, and notes; and
  - viii. Groundwater elevation plans shall be created by the Developer at all pond locations.
- b. Profiles
- i. Provide profiles for all proposed Storm Drains. Include the label ID from plan view sheets, station and offset, invert elevations, rim elevations, structure depth, slopes, sizes, material, existing and proposed finished grade lines, the design flow for the 10 year and 100 year event, and the calculated HGL for the 10 year and 100 year event. All Utilities shall be accurately shown and labeled with appropriate Utility ID number. All clearances between Storm Drains and Utilities shall be clearly labeled;
  - ii. Provide profiles for all proposed Cross Drains. Include the label ID from plan view sheets, station and offset, invert elevations, slopes, sizes, material, existing and proposed finished grade lines, the drainage area of contributing basin, the design flow for the 10 year and 100 year event, the calculated hydraulic grade line (HGL) for the 10 year and 100 year event, and headwater elevation. All Utilities shall be accurately shown and labeled with appropriate Utility ID number. All clearances between Cross Drains and Utilities shall be clearly labeled;
  - iii. Provide profiles for all underdrains. Include the label ID from plan view sheets, station and offset, invert elevations, slopes, sizes, material, and existing and proposed finished grade lines. All Utilities shall be accurately shown and labeled with appropriate Utility ID number. Underdrain profiles may be combined with Storm Drain and Cross Drain profiles where applicable; and
  - iv. Provide location of design groundwater elevation in all profiles located within the Brighton Boulevard to Colorado Boulevard Construction Work.
- c. Include details for all non-standard CDOT items.
- d. Details for EDB
- i. Provide each EDB in plan view. Provide existing and proposed contours that define limits of overall facility. Include access roads, overflow location or structure,

forebay, trickle channel, micropool, and outlet structure. Include locations of all property lines. Include point labels to define location and elevations within the facility;

- ii. Provide a table summarizing each point label. The table shall include the point label, station and offset, northing, easting, elevation and notes;
- iii. Provide a cross section of the EDB from where flows enter the pond to the outlet structure. Label elevations for the WQCV, 10 year, and 100 year events. Include slopes and elevations of all features;
- iv. Provide a geometry plan of the EDB from where flows enter the pond to the outlet structure. Include access roads;
- v. Provide specific details for the forebay, trickle channel, micropool, and outlet structure; and
- vi. All Utilities shall be accurately shown and labeled with appropriate Utility ID number.

#### 8.8.4. Temporary Drainage Plan

- a. The Developer shall submit Temporary Drainage Plans concurrently with each Transportation Management Plan (TMP), as described in Schedule 10, Section 2 Maintenance of Traffic, and with changes to design; and
- b. The Developer shall provide the location of all Approved abandoned drains. The Developer shall establish a labeling system that is specific to each temporary storm drain system and provide a table to summarize all pertinent information. The table shall include temporary connection locations, the drain line and sheet number where applicable profiles can be found.

#### 8.8.5. Pond Certification Letter

- a. The Developer shall prepare and submit to the Department a Pond Certification Letter signed and stamped by a Colorado licensed professional engineer. This form shall be completed before final seeding and submitted for Information prior to Acceptance of the As-Built documents; and
- b. The form shall include the following information for each pond:
  - i. Include the statement "I (professional engineer), certify that I have reviewed all As-Built survey information provided by (Developer) for (pond name) within the Project and hereby certify that the pond was constructed in accordance with the approved design plans.";
  - ii. Provide a pond volume table summarizing the WQCV, 10 year volume plus WQCV and the 100 year volume plus one half the WQCV. Identify the design volume, design elevation, As-Built volume and As-Built elevation for each of the items listed;
  - iii. Provide a pond elevation table summarizing the design and As-Built elevation for the emergency overflow, top of pond, inlet, and outlet;
  - iv. Provide a pond release rate table summarizing the design and As-Built 10 year and 100 year release rates and flow over spillway. Include the length of spillway for design and As-Built conditions;
  - v. Attach Applicable As-Built plan, profile and detail sheets with the Pond Certification Letter: and
  - vi. The Pond Certification Letter shall be submitted to the Department with all changes to design.

**8.9. As-Built Documents**

All plans, profiles, details, Approved abandoned pipe locations, and other information required to be prepared in accordance with this Section shall be updated based on surveys of what was actually built in the field and submitted to the Department for Acceptance.

**8.10. Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the specified timeframes:

**Table 8-6 Deliverables**

Deliverable	Information, Acceptance or Approval	Schedule
Use of stormwater pump station	Approval	As required
Final Drainage Report	Acceptance	Prior to Substantial Completion
Final Water Quality Report	Acceptance	Prior to Substantial Completion
Interim Drainage Reports	Acceptance	Concurrent with Final (100% Level) Plan Package and RFC Documents
Interim Water Quality Reports	Acceptance	Concurrent with Final (100% Level) Plan Package and RFC Documents
Master Drainage Report	Acceptance	Concurrent with Preliminary (30% Level) Plan Package
Master Water Quality Report	Acceptance	Concurrent with Preliminary (30% Level) Plan Package
Pond Certification Letter	Information	Prior to Final Acceptance
Temporary Drainage Plans	Acceptance	Concurrent with Transportation Management Plan Documents
Pipe Abandonment Locations	Approval	Prior to Abandonment
CLOMR	Acceptance	Prior to RFC Documents
LOMR	Acceptance	Prior to Substantial Completion
SWMP	Acceptance	Prior to RFC Documents
SWMP Site Map Updates	Acceptance	Monthly during the Construction Period
Sampling Schedule for pipe selection	Information	30 Calendar Days after issuance of NTP 1
Micro tunneling and/or pipe jacking materials means and methods of installation	Acceptance	Prior to RFC Documents
Pipe connections to manholes with material other than concrete	Information	Prior to RFC Documents
Information required for the statewide notification compliance portal for Acceptance	Acceptance	Prior to Final Acceptance

**8.11. Appendices**

Appendix A Project Special Provisions

**Appendix A**  
**Project Special Provisions**

The following special provisions supplement or modify and take precedence over the Standard Specifications. The provisions of Appendix A to Schedule 10A Applicable Standards and Specifications apply to these Project Special Provisions.

**PROJECT SPECIAL PROVISIONS**

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**REVISION OF SECTION 603  
CULVERTS AND SEWERS**

The following specifications modify and take precedence over the Standard Specifications. The requirements of Schedule 10 Section 6 apply to these Project Special Provisions.

Subsection 603.07(a) shall include the following:

    Joints for all circular and elliptical reinforced pipe shall be made with confined rubber gaskets. Concrete collars shall be required at all nonstandard joints (not tongue and groove or bell and spigot), and at all connections to existing pipe.

Subsection 603.07(c) shall include the following:

    All welding of pipe and fittings for plastic conduit shall be performed by qualified and certified personnel trained in Extrusion Welding. Certifications shall be provided to the Department prior to performing any welding for the Project

    In order to limit thermal expansion, all connections made to concrete structures shall be made a minimum of 24 hours after the pipe has been installed and backfilled.

**9. Roadway**

**9.1. General**

The Developer shall design and construct all roadways, and associated roadway items, including earthwork, pavements, curbs, medians, islands, barriers, guardrail, fence, incidentals and other roadside items.

**9.2. Applicable Standards**

All Construction Work required to be performed by the Developer pursuant to this Section 9 shall comply with the Construction Standards, the relevant requirements listed in this Section 9, Good Industry Practice, and the following:

- a. Appendix A Roadway Design Criteria to this Section 9; and
- b. Conform to the Roadway Typical Sections as provided in Schedule 10B Contract Drawings.

**9.3. Design Requirements**

9.3.1. Local Agency Roadways shall be designed and constructed according to the Local Agency's standards and requirements. Where particular Elements of design and construction are not covered by Local Agency standards, the applicable Federal and State Construction Standards shall apply. With the exception of the I-70 Mainline, I-225 and I-270, Local Agency standards shall also be applied to all CDOT Roadways between the back of curb and the ROW line. In addition to Local Agency standards, the Developer shall follow Local Agency Municipal Codes and Ordinances as applicable to the Project. Applicable Codes and Ordinances include, but may not be limited to the following:

- a. Revised Denver Municipal Code Ordinance, Section 49-141: Location and width of curb cuts;
- b. Revised Denver Municipal Code Ordinance Section 49-142: Alteration of existing curb cuts;
- c. Denver Zoning Code 10.4.5.2A and B, Vehicular Access: Access from Public ROW;
- d. Denver Zoning Code 10.4.7.5, Amount Required: Amount of off-street loading and maneuvering space; and
- e. Denver Zoning Code, On-site Design: Design of drive isles, parking stalls and setbacks.

9.3.2. The Developer shall design and construct alleyway connections in accordance with the City and County of Denver (CCD) Transportation Standards and Details.

9.3.3. Intelligent Transportation Systems (ITS) ITS and Electronic Toll Collection (ETC) infrastructure shall comply with the requirements in Schedule 10, Section 3 ITS and Tolling Equipment. Within the full reconstruction limits, to the extent required pursuant to this Schedule 10, the Developer shall install ETC and ITS infrastructure with the accommodation for addition of a future Tolle Express Lane.

9.3.4. The Developer's design shall adhere to the commitments established within the I-70 East EIS. The number, type, and width of traffic lanes, interchange locations, highway and local roadway access are specified in the I-70 East EIS and constitute the Ultimate configuration. All roadway infrastructure Elements shall be designed and constructed to meet the requirements set out in this Section 9 and shall accommodate, to the extent practical, the Ultimate configuration. Considerations include horizontal and vertical geometry, vertical clearances and cover over underground structures, and superelevation.

9.3.5. The Roadway Typical Sections represent a graphical detail of the roadway section widths and components listed in Appendix A Roadway Design Criteria to this Section 9. The Roadway Typical Section information shall form the basis of the Developer's design for typical lane and shoulder widths, curb and sidewalk locations and cross slopes.

- 9.3.6. New traffic signals shall be provided at intersections as required in Schedule 10, Section 11, Signing, Pavement Markings, Striping, Signalization, and Lighting. Application of roadway and pedestrian sight distance triangles required for the design of CCD traffic signal placement, intersecting roadways, driveways and alleyways, shall in accordance with the CCD Transportation Engineering Plan (TEP) Review Submittal Requirements.
- 9.3.7. For reference and subject always to Section 3 of the Project Agreement, the Reference Documents include the Interstate Access Request (IAR). It shall be the Developer's responsibility to modify and obtain required Governmental Approvals and Permits should alternate design concepts be utilized by the Developer.

**9.4. Construction Work Requirements**

9.4.1. I-70 Mainline

- a. Pecos Street to Brighton Boulevard (eastbound): Signing, Restriping, ETC and ITS Infrastructure
- i. Utilizing the existing pavement width of the I-70 pavement, the Developer shall provide a new single eastbound Tolled Express Lane beginning approximately 2,100 feet west of Washington Street and extending east to the point of full I-70 Mainline reconstruction at Brighton Boulevard. Tolled Express Lane signage and ITS installation shall begin between Pecos Street and I-25 in accordance with the requirements of Schedule 10, Section 3 ITS and Tolling Equipment.
  - ii. The eastbound I-70 Mainline shall meet the following minimum design requirements:
    - A. Provide an inside shoulder;
    - B. Provide a single Tolled Express Lane as required by Section 9.4.1.a.i;
    - C. Provide a buffer between Tolled Express Lane and adjacent General Purpose Lanes;
    - D. Maintain current number of existing General Purpose Lanes and auxiliary lanes; and
    - E. Provide an outside shoulder width meeting the design criteria specified in this Section 9.
- b. I-25 to Brighton Boulevard (westbound): Signing, Restriping, ETC and ITS Infrastructure
- i. Utilizing the existing pavement width of the I-70 pavement, the Developer shall provide a single westbound Tolled Express Lane from the point of full I-70 Mainline reconstruction at Brighton Boulevard and extending to approximately 1,100 feet west of Washington Street.
  - ii. The westbound I-70 Mainline shall meet the following minimum design requirements:
    - A. Provide an inside shoulder;
    - B. Provide a single Tolled Express Lane as required by Section 9.4.1.b.i;
    - C. Provide a buffer between Tolled Express Lane and adjacent General Purpose Lanes;
    - D. Maintain current number of existing General Purpose Lanes and auxiliary lanes; and

- E. Provide an outside shoulder width meeting the design criteria specified in this Section 9.
  - c. Brighton Boulevard to Colorado Boulevard: Full Reconstruction of Highway Below Grade
    - i. The I-70 Mainline shall be reconstructed to provide three General Purpose Lanes and two Ultimate Tolloed Express Lanes with associated ITS infrastructure in each direction. The Developer is required to construct one Tolloed Express Lane with the accommodation for one additional future Tolloed Express Lane. The Developer is responsible for delineating and striping one Tolloed Express Lane, with weave zones, in each direction as part of the Construction Work.
    - ii. The I-70 Mainline shall be reconstructed to meet the following requirements:
      - A. Provide an inside shoulder (width to include a future Ultimate second Tolloed Express Lane with inside shoulder);
      - B. Provide a single Tolloed Express Lane, adjacent to the General Purpose Lanes;
      - C. Provide a buffer between Tolloed Express Lane and adjacent General Purpose Lanes;
      - D. Provide three General Purpose Lanes; and
      - E. Provide an outside shoulder meeting the design criteria specified in this Section 9.
    - iii. The Developer shall provide ramp acceleration and deceleration lanes, including continuous auxiliary lanes in both directions: between the Brighton Boulevard and Colorado Boulevard interchanges in the eastbound direction, and between Brighton Boulevard and Steele Street/Vasquez Boulevard in the westbound direction.
  - d. Colorado Boulevard to Sand Creek Bridge: Full Reconstruction of Highway on alignment
    - i. The I-70 Mainline shall be reconstructed to provide three General Purpose Lanes and two Ultimate Tolloed Express Lanes with associated ITS infrastructure in each direction, extending full reconstruction of the I-70 Mainline to the west side of the existing Sand Creek bridge. The Developer is required to construct one Tolloed Express Lane with accommodation for one additional future Tolloed Express Lane. The Developer is responsible for delineating and striping one Tolloed Express Lane, with weave zones, in each direction as part of the Construction Work.
    - ii. The I-70 Mainline shall be reconstructed to meet the following requirements:
      - A. Provide an inside shoulder (width to include a future Ultimate second Tolloed Express Lane with inside shoulder);
      - B. Provide a single Tolloed Express Lane, adjacent to the General Purpose Lanes;
      - C. Provide a buffer between Tolloed Express Lane and adjacent General Purpose Lanes;
      - D. Provide three General Purpose Lanes; and
      - E. Provide an outside shoulder meeting the design criteria specified in this Section 9.

- iii. The Developer shall provide ramp acceleration and deceleration lanes, including continuous auxiliary lanes in both directions, between the Colorado Boulevard and Holly Street interchanges, and the Holly Street and Quebec Street interchanges.
- e. Sand Creek Bridge to Chambers Road: Widening and Overlay, Restriping, and ITS Infrastructure
  - i. The existing I-70 Mainline shall be widened to provide an equivalent number of General Purpose Lanes as currently exist, plus one new Tolloed Express Lane with associated ITS infrastructure in each direction.
  - ii. The Developer shall widen the existing I-70 Mainline to meet the following requirements:
    - A. Provide an inside shoulder;
    - B. Provide a single Tolloed Express Lane, adjacent to the General Purpose Lanes;
    - C. Provide a buffer between Tolloed Express Lane and adjacent General Purpose Lanes;
    - D. Provide General Purpose Lanes, maintaining current number of existing General Purpose Lanes;
    - E. Provide an outside shoulder meeting the design criteria specified in this Section 9;
    - F. Ramp acceleration and deceleration lanes, including continuous auxiliary lanes, shall be provided as follows:
      - (I) Continuous auxiliary lanes in both directions, between the Quebec Street and Central Park Boulevard interchanges;
      - (II) Continuous auxiliary lanes in both directions, between the Central Park Boulevard and Havana Street interchanges;
      - (III) Continuous auxiliary lane in the westbound direction, between the Peoria Street and Havana Street interchanges;
      - (IV) Continuous auxiliary lane in the eastbound direction, between the Peoria Street and I-225 interchanges; and
      - (V) Continuous auxiliary lane in the eastbound direction, between the I-225 and Chambers Road interchanges.
    - G. Reconstruct the I-70 Mainline over Peoria Street including approaches as needed to obtain the vertical clearance over Peoria Street and all Construction Standards to meet the Ultimate configuration.
  - iii. The Developer shall provide ramp connections to existing I-70. Number and width of lanes and shoulders shall be as described in Appendix A Roadway Design Criteria to this Section 9.
  - iv. In areas of asphalt pavement widening, the existing pavement shall be saw cut to a neat line along the final edge of lane line, or in the middle of the final lane location. Saw cuts and pavement joints shall not be permitted within the wheel tracks of a final lane location.

9.4.2. I-70 Mainline Interchanges

- a. Brighton Boulevard and Interchange Ramp Reconstruction
  - i. The Brighton Boulevard Interchange shall be reconstructed to provide for the lowering of the I-70 Mainline profile to cross under the Union Pacific Railroad (UPRR) 36th Yard, and extend eastward. Ramp connectivity from Brighton Boulevard to I-70 shall be provided as westbound entrance, eastbound exit, westbound exit, and eastbound entrance ramps.
  - ii. The Developer shall reconstruct the existing diamond interchange at Brighton Boulevard to provide a new diamond interchange in accordance with the following requirements:
    - A. At the Brighton Boulevard westbound entrance ramp, the Developer shall provide two receiving lanes transitioning to a single-lane ramp with single-lane entrance and acceleration lane;
    - B. At the Brighton Boulevard eastbound exit ramp, the Developer shall provide a three-lane connection to Brighton Boulevard that includes left turn, left/thru and thru/right lanes while maintaining the existing free-flow right turn to Brighton Boulevard;
    - C. At the Brighton Boulevard westbound exit ramp, the Developer shall provide a single-lane exit transitioning to a combined ramp/46th Avenue connection to Brighton Boulevard that includes dual left-turns, a thru and a thru/right lane; and
    - D. At the Brighton Boulevard eastbound entrance ramp, the Developer shall provide a two-lane ramp with two-lane entrance and single-lane acceleration lane.
  - iii. Reconstruction of Brighton Boulevard shall provide two thru lanes and left-turn lanes between the I-70 ramps. Limits of the Construction Work shall extend north from the interchange to 47th Avenue. North of the interchange, up to and including the 47th Avenue intersection shall be reconstructed to provide thru lanes, turn lanes and sidewalk in coordination with CCD's proposed improvements for Brighton Boulevard and the National Western Complex. South of the interchange, the Construction Work shall add a northbound continuous right turn lane on Brighton Boulevard from 44th Street to the eastbound entrance ramp and new 46th Avenue, modifying the traffic signal at 44th Street as necessary to accommodate the additional lane. Ten foot sidewalks shall be provided on each side of Brighton Boulevard under the I-70 Mainline bridge; North and south of the bridge, sidewalks shall be provided for the length of new roadway construction.
  - iv. A thru/right and exclusive right-turn, with a free-flow rightmost lane, shall be provided on northbound Brighton Boulevard to the eastbound entrance ramp and 46th Avenue South. The leftmost lane of the dual right-turn shall be signal controlled. Ramp terminals on the west side shall be aligned with the 46th Avenue/ramp terminals on the east side to provide for minimum two-lane thru traffic movements across the intersection.
  - v. The Developer shall include raised medians to separate the southbound and northbound lanes of Brighton Boulevard within the interchange and accommodate bridge pier placement as necessary.
- b. Steele Street/Vasquez and Colorado Boulevards, Interchanges and Ramp Reconstruction

- i. The existing Steele Street/Vasquez and Colorado Boulevard interchanges shall be reconstructed to allow for lowering the I-70 Mainline below the roadways. Ramp connectivity to Steele Street/Vasquez and Colorado Boulevard from the I-70 Mainline shall be designed and constructed as a split diamond interchange with supplemental ramp connections on the west side of Colorado Boulevard. Specifically, ramp connectivity shall be provided for the following movements:
  - A. Westbound entrance ramp from Steele Street/Vasquez Boulevard;
  - B. Eastbound exit ramp to Steele Street/Vasquez Boulevard;
  - C. Westbound entrance slip ramp from Colorado Boulevard;
  - D. Eastbound exit slip ramp to Colorado Boulevard;
  - E. Westbound exit ramp to Colorado Boulevard; and
  - F. Eastbound entrance ramp from Colorado Boulevard.
- ii. The Developer shall construct the ramps and ramp connections described above in accordance with the following criteria:
  - A. The Steele Street/Vasquez Boulevard westbound entrance ramp shall have a two receiving-lane terminal connection from Steele Street/Vasquez Boulevard transitioning to a single lane acceleration and single lane entrance to I-70;
  - B. The Steele Street/Vasquez Boulevard eastbound exit ramp shall have a single-lane ramp with single-lane exit and deceleration lane. A four-lane connection that includes dual left-turn lanes, a thru lane, and a thru/right lane shall be provided to Steele Street/Vasquez Boulevard;
  - C. The Steele Street/Vasquez Boulevard westbound 46th Avenue connection shall have a four-lane connection that includes dual left-turn lanes, a thru lane, and a thru/right lane provided;
  - D. The Steele Street/Vasquez Boulevard eastbound 46th Avenue connection shall have a two receiving-lane connection provided;
  - E. The Colorado Boulevard westbound entrance ramp shall have a two-lane terminal connection from Colorado Boulevard transitioning to a single lane acceleration and single lane entrance to I-70. Two receiving lanes shall also be provided at the terminal connection for 46th Avenue;
  - F. The Colorado Boulevard eastbound exit ramp shall have a single-lane ramp with single-lane exit and deceleration lane. A four-lane ramp terminal connection that includes a left-turn lane, a thru/left lane, a thru/right lane and a right turn lane shall be provided to Colorado Boulevard;
  - G. The Colorado Boulevard westbound exit ramp shall have a single-lane exit transitioning to a combined ramp/Stapleton Drive North connection to Colorado Boulevard. A five-lane connection that includes dual left-turn lanes, a thru/left lane, a thru/right lane, and a right-turn lane shall be provided to Colorado Boulevard; and

- H. The Colorado Boulevard eastbound entrance ramp shall have a two-lane connection to Colorado Boulevard with a single lane entrance and acceleration lane.
- iii. Steele Street/Vasquez Boulevard shall be reconstructed to provide two thru lanes between 45th Avenue and 46th Avenue North, in both directions, and three thru lanes between 46th Avenue North and 48th Avenue, in both directions. The reconstruction shall also provide left and right turn movements for the new I-70 ramps and 46th Avenue. Dual-left turns shall be provided from Steele Street/Vasquez to the westbound entrance ramp, and a single left turn provided from Steele Street/Vasquez to eastbound 46th Avenue South. Construction shall include a right-in/right-out intersection at 47th Avenue.
- iv. A dual right-turn movement shall be provided at the southbound Steele Street/Vasquez to westbound 46th Avenue/I-70 ramp. The leftmost lane of the dual right-turn shall be signal controlled, with a free-flow rightmost turn lane. 46th Avenue/ramp terminals on the west side shall be aligned with the ramp terminals on the east side to provide for minimum two-lane thru traffic movements across the intersection.
- v. Colorado Boulevard shall be reconstructed to provide three thru lanes, in both directions, and provide dual left and separate right turn movements to the I-70 ramps and new 46th Avenue. The limits of reconstruction on Colorado Boulevard shall extend from the north abutment of the existing bridge over UPRR and RTD to 48th Avenue. Sidewalk approaches, curb ramps and curb returns shall be provided on the south side of the intersection. The Colorado Boulevard and 48th Avenue intersection shall be reconstructed to meet the ADA requirements, as described in this Section 9.
- vi. Dual right-turns shall be provided at the Colorado Boulevard intersections with 46th Avenue and Stapleton Drive. Free-flow right-turn movements shall be provided for all rightmost lanes of dual right-turns. The leftmost lanes of the dual right-turns shall be signal controlled. Both lanes of the dual right-turn from southbound Colorado Boulevard to westbound 46th Avenue/I-70 ramp shall be exclusive right turns. An auxiliary lane shall be provided southbound between 48th Avenue and 46th Avenue North, and northbound between the existing bridge over UPRR/RTD and 46th Avenue South. The 46th Avenue/ramp terminals on the west side shall be aligned with the Stapleton Drive/ramp terminals on the east side to provide for minimum two-lane thru traffic movements across the intersection.
- vii. The Developer shall include raised medians to separate the southbound and northbound lanes of Steele Street/Vasquez and Colorado Boulevard within the general limits of the roadways' reconstruction. Sidewalks shall be provided on both sides of Steele Street/Vasquez Boulevard and Colorado Boulevard for the length of the new roadway construction.
- c. Holly Street and Interchange Ramp Construction
  - i. The Developer shall remove and replace the existing I-70 slip ramps located at Dahlia Street and Monaco Street with a new diamond interchange at Holly Street. The new Holly Street interchange shall be developed to allow the I-70 Mainline to pass over Holly Street. Ramp connectivity from Holly Street/Stapleton Drive to the I-70 Mainline shall be provided as eastbound exit, westbound entrance, westbound exit, and eastbound entrance ramps in accordance with the following requirements:

- A. Diverging from Stapleton Drive North, the Holly Street westbound entrance ramp shall have a two-lane ramp tapering to a single-lane entrance and acceleration lane;
  - B. The Holly Street eastbound exit ramp shall have a single-lane ramp with single-lane exit and deceleration lane merging with Stapleton Drive South with connection to Holly Street that includes a left/thru, two thru lanes, and a right turn lane;
  - C. The Holly Street westbound exit ramp shall have a single-lane ramp with single-lane exit and deceleration lane merging with Stapleton Drive North with connection to Holly Street that includes a left turn lane, two thru lanes, and a right turn lane; and
  - D. Diverging from Stapleton Drive South, the Holly Street eastbound entrance ramp shall have a two-lane ramp tapering to a single-lane entrance and acceleration lane.
- ii. Dedicated right-turn lanes shall be provided from northbound and southbound Holly Street to Stapleton Drive, and from eastbound and westbound Stapleton Drive to Holly Street. A minimum of 110 feet of left-turn storage shall be provided northbound and southbound approaching Stapleton Drive.
  - iii. Reconstruction of Holly Street at the I-70 Mainline shall include, at a minimum, one thru lane each direction and dual left-turn lanes northbound and southbound to Stapleton Drive, plus one bike lane in each direction. The northbound direction of Holly Street, approaching Stapleton Drive South, shall include a minimum of 200 feet of dual thru-lane capacity. The extent of Construction Work on Holly Street shall be as necessary to accommodate the required lane capacity and tapers. Sidewalks shall be provided on both sides of Holly Street for the length of the new roadway construction.
- d. Quebec Street and Interchange Ramp Reconstruction
    - i. Full reconstruction of the I-70 Mainline shall extend to the existing Sand Creek Bridge. Ramp connectivity from Quebec Street to I-70 shall be provided as westbound entrance, eastbound exit, westbound exit, and eastbound entrance ramps.
    - ii. The Developer shall provide new I-70 ramp connections for the westbound entrance and eastbound exit ramps in accordance with the following requirements:
      - A. The Quebec Street westbound entrance ramp shall have a two receiving lane ramp connection with a two-lane ramp combined with an entrance lane to new westbound Stapleton Drive North. The ramp shall include a two-lane ramp entrance and two-lane acceleration to I-70;
      - B. The Quebec Street eastbound exit ramp shall have a two-lane exit with two-lane deceleration and ramp. Merging of the ramp with eastbound Stapleton Drive South shall be provided in advance of a two-lane ramp terminal at Quebec Street that includes a left, a left/thru, a thru, and a right turn lane;
      - C. The Quebec Street westbound exit ramp shall have a two-lane exit with two-lane deceleration and connection to Quebec Street that includes a

- left turn lane, left/thru lane, right/thru lane, and right turn lane to Quebec Street;
- D. The Quebec Street eastbound entrance ramp shall provide two receiving lanes transitioning to a single-lane ramp with single-lane entrance and acceleration lane to I-70; and
  - E. Ramps shall be constructed to accommodate the Ultimate Quebec Street width. Accommodation includes providing sufficient vertical grade such that ramp grades do not require reconstruction with expansion of Quebec Street to the Ultimate width.
- iii. Reconstruction of Quebec Street below the I-70 Mainline shall provide two thru lanes with dual left turn lanes for the full length of the reconstruction between the ramp terminals. The Developer shall include a raised median to separate the southbound and northbound lanes of Quebec Street for the length of the new construction and to accommodate bridge pier placement, if necessary. The I-70 Mainline bridge over Quebec Street shall be constructed to the Ultimate I-70 configuration. The extent of reconstruction work on Quebec Street shall be as necessary to accommodate the required lane capacities, tapers and vertical clearances. Sidewalks shall be provided on both sides of Quebec Street for the length of the new roadway construction. Coordination with CCD for sidewalk termini locations and connections to existing sidewalk facilities is required.
  - iv. Free-flow right turn movements shall be provided at the Quebec Street ramp terminal intersections. The ramp terminals on the west side shall be aligned with the ramp terminals on the east side to provide for minimum two-lane through traffic movements across the intersections.
  - v. The Developer's design and construction shall not preclude CCD identified future improvements as described in Section 1.16 of Schedule 10, Section 1 General.
- e. I-270 Eastbound Connection to I-70 Mainline Reconstruction
    - i. The existing I-270 eastbound Bridge over I-70 Mainline shall be reconstructed to provide a structure compatible with the I-70 Ultimate configuration horizontal and vertical geometry.
    - ii. The reconstructed I-270 connection shall meet the following requirements:
      - A. Provide an inside shoulder. The Developer shall provide the necessary inside shoulder width to ensure an acceptable horizontal sight distance;
      - B. Provide two travel lanes; and
      - C. Provide an outside shoulder.
- f. Peoria Street and Interchange Ramp Construction
    - i. Peoria Street shall be reconstructed accommodating new bridge piers for the replacement I-70 Mainline bridge. The Developer shall include a raised median to separate the southbound and northbound lanes of Peoria Street for the length of the new construction and to accommodate bridge pier placement as necessary. The I-70 Mainline bridge and highway approaches over Peoria Street shall be constructed to the Ultimate I-70 configuration. The extent of reconstruction work on Peoria Street shall be as necessary to accommodate the required lane capacities, tapers and vertical clearances. Sidewalk shall be provided on the west side of Peoria Street, and a multi-use path provided on the east side for the length of the new roadway construction.

- ii. Ramp connectivity from Peoria Street to the I-70 Mainline shall be provided as westbound entrance, eastbound exit, eastbound entrance, and westbound exit ramps in accordance with the following requirements:
    - A. The Peoria Street westbound entrance ramp shall have a two-lane ramp tapering to a single-lane entrance and acceleration lane;
    - B. The Peoria Street eastbound exit ramp shall have a two-lane ramp with a two-lane exit connection to the existing Peoria Street eastbound exit ramp;
    - C. The Peoria Street eastbound entrance ramp shall have a two-lane ramp tapering to a single-lane entrance and acceleration lane; and
    - D. The Peoria Street westbound exit ramp shall remain in its existing configuration.
  - iii. The Developer's design and construction shall not preclude CCD identified future improvements as described in Section 1.16 of Schedule 10, Section 1 General.
  - g. Eastbound I-70 Mainline Ramp Connection to Southbound I-225 Widening
    - i. The existing I-70 eastbound ramp connection to I-225 southbound shall be widened to provide an additional lane. The lane shall originate from the eastbound Peoria entrance ramp as described in this Section 9 and continue east to merge with southbound I-225.
    - ii. The Developer shall widen and provide a ramp connection to southbound I-225 in accordance with the following requirements:
      - A. Provide an inside shoulder;
      - B. Provide three travel lanes; and
      - C. Provide an outside shoulder.
    - iii. The Developer shall provide an appropriate ramp merge with the existing southbound I-225 lanes. The merge shall be completed in advance of the existing westbound to southbound flyover merge.
  - h. When islands are required, they shall be sized to efficiently channelize traffic, provide pedestrian ramps and refuge, provide for traffic signal poles, safely cross pedestrians at auto lanes, and allow for urban amenity treatments.
  - i. Unless otherwise Approved by the Department, all entrance ramps shall be parallel type ramps as defined in the AASHTO A Policy on Geometric Design on Highways and Streets (PGDH).
- 9.4.3. I-70 Cross Streets
- a. UPRR Crossing

The Developer shall reconstruct the I-70 Mainline to pass beneath new UPRR 36<sup>th</sup> Yard and Service Road bridges. Trackwork required for the bridge reconstruction will be provided by UPRR Railroad Forces as described in Schedule 10, Section 10 Railroads.
  - b. Cross Streets at I-70 Mainline: York Street to Monroe Street

The Developer shall provide cross street connections over the I-70 Mainline and/or to 46<sup>th</sup> Avenue including necessary structures, for the following streets:

    - i. High Street

North of the I-70 Mainline, High Street shall connect to the new local road adjacent to 46<sup>th</sup> Avenue North.

ii. Race Street

North of the I-70 Mainline, Race Street shall connect to a new local road adjacent to 46<sup>th</sup> Avenue North. Construction on Race Street shall include a full width mill and overlay to the limits of the new storm drainage pipe and/or Utilities.

iii. Vine Street

North of the I-70 Mainline, Vine Street shall connect to the new local road adjacent to 46<sup>th</sup> Avenue North.

iv. Gaylord Street

North of the I-70 Mainline, Gaylord Street shall connect to the new local road to adjacent 46<sup>th</sup> Avenue North.

v. York Street

A. Reconstruction of the street shall provide one lane northbound and one lane southbound from 47th Avenue to 48th Avenue; two lanes southbound and one lane northbound from 46th Avenue to 47th Avenue; and three southbound thru lanes from 45th Avenue to 46th Avenue. York Street shall be constructed to the Ultimate laneage, which includes: two southbound and one northbound lane between 44th Avenue to 45th Avenue; two southbound and two northbound lanes between 45th Avenue and 46th Avenue South; and compliance with the requirements provided in Section 9.4.3.b.v.B.

B. Construction of a new bridge over the I-70 Mainline shall include provision to accommodate future conversion of York Street to two-way with a minimum section of two thru lanes and one left turn lane in each direction. The striping layout for the Project shall provide for two thru lanes southbound and a left turn lane to 46th Avenue South. Additional bridge and reconstructed roadway width shall be constructed to provide the future two-way section. The additional width shall be delineated for non-use by physically separating with curbs, the future two-way section from the Project laneage. Sidewalk shall be provided on both sides of York Street for the length of the new construction.

C. The intersection of York Street and 47th Avenue shall be reconstructed to provide a southbound left turn lane on York Street with a minimum 110 feet of storage north of the UPRR at-grade crossing. Modifications shall also be performed on 47th Avenue to provide a westbound left turn lane with a minimum 180 feet of storage.

D. A free right-turn movement shall be provided from eastbound 46th Avenue to southbound York Street.

E. The UPRR York Street Crossing shall be reconstructed as required to provide the following:

(I) Accommodate the widened roadway section;

- (II) Provide a 10 foot wide pedestrian crossing along the west side;
  - (III) Provide an 8 foot wide pedestrian crossing along the east side;
  - (IV) Accommodate signalization of the 47th Avenue intersection; and
  - (V) Accommodate track reconstruction, crossing panel replacement and Railroad warning device placement associated with the UPRR trackwork, and in accordance Schedule 10, Section 10 Railroads.
- F. The Developer's design and construction of York Street shall be developed to not preclude CCD's proposed planned construction of a pedestrian railroad overpass near 47th Avenue and York Street. Information on the future overpass is provided in the Reference Documents.
- vi. Josephine Street
- A. Reconstruction of the street shall provide a new bridge over the Lowered Section accommodating three northbound one-way lanes including one left-turn, one left/thru and one thru/right lane. Sidewalks shall be provided on both sides of Josephine Street for the length of the new roadway construction.
  - B. The Developer's design and construction shall not preclude CCD identified future improvements as described in Section 1.16 of Schedule 10, Section 1 General.
- vii. Columbine Street
- The Street shall be reconstructed to provide a new bridge over the Lowered Section accommodating two-way traffic, one lane in each direction, and parking lanes as described in the Cover Landscape Schematic provided in Schedule 10B Contract Drawings. Sidewalks shall be provided on both sides of Columbine Street for the length of the new roadway construction.
- viii. Elizabeth Street
- North of the I-70 Mainline, Elizabeth Street will be vacated and incorporated into the Swansea School redevelopment. South of the I-70 Mainline, Elizabeth Street shall be connected with new 46<sup>th</sup> Avenue South as a curb cut and driveway. Sidewalk connections from Elizabeth Street to new 46<sup>th</sup> Avenue shall be provided.
- ix. Thompson Court
- A. North of the I-70 Mainline, Thompson Court shall connect to the new 46th Avenue North providing westbound right turn and southbound left turn connections as the Cover terminus point of 46th Avenue. An alleyway connection to Thompson Court from the existing Elizabeth-Thompson alley shall be provided. The Elizabeth-Thompson alley shall be resurfaced from 47th Avenue to the new alleyway connection.
  - B. South of the I-70 Mainline, Thompson Court shall be constructed to connect with the new 46th Avenue South. All left and right turns shall be provided to and from 46th Avenue. Sidewalk connections from

Thompson Court to new 46th Avenue shall be provided for the length of the new Thompson Court construction.

- x. Clayton Street  
Reconstruction of the street shall provide a new bridge over the Lowered Section accommodating two-way traffic, one lane in each direction, plus one bike lane in each direction. Sidewalks shall be provided on both sides of Clayton Street for the length of the new roadway construction.
- xi. Fillmore Street  
Reconstruction of the street shall provide a new bridge over the Lowered Section accommodating two-way traffic, one lane in each direction with right turn pockets to 46<sup>th</sup> Avenue developed at each end of the bridge. Sidewalks shall be provided on both sides of Fillmore Street for the length of the new roadway construction.
- xii. Milwaukee Street  
North of the I-70 Mainline, Milwaukee Street shall connect to new 46<sup>th</sup> Avenue North, providing a right turn movement to westbound 46<sup>th</sup> Avenue. South of the I-70 Mainline, Milwaukee Street shall connect to the new 46<sup>th</sup> Avenue South with left and right turn movements provided to 46<sup>th</sup> Avenue. Sidewalk connections from Milwaukee Street to new 46<sup>th</sup> Avenue shall be provided.
- xiii. East 48th Avenue at Vasquez Boulevard  
Construction on 48<sup>th</sup> Avenue, west of Vasquez Boulevard, shall provide an eastbound left turn lane, an eastbound thru lane, and a westbound thru lane, modifying the traffic signal as necessary to accommodate the additional lane. The eastbound left turn lane shall provide a minimum 280 feet of storage. Curb and gutter, and sidewalk shall be provided on both sides for the length of the new roadway construction.
- xiv. E 45th Avenue at Steele Street  
Construction at the 45<sup>th</sup> Avenue and Steele Street intersection shall provide a left turn and a full movement lane eastbound, and a left turn-turn lane and a right/thru lane in the westbound direction on 45<sup>th</sup> Avenue. Along Steele Street, provide a left turn, two thru-lanes, and a right turn lane in the southbound direction, and a left turn lane, a thru-lane, and thru/right lane in the northbound direction.
- xv. Cook Street  
Construction of the street shall provide a new bridge over the Lowered Section accommodating two-way traffic, one lane in each direction. From approximately 45<sup>th</sup> Avenue, Cook Street shall be extended north to connect with 46<sup>th</sup> Avenue South, cross over the I-70 Mainline, and connect to 46<sup>th</sup> Avenue North with an access provided for future land use on the north side. Sidewalks shall be provided on both sides of Cook Street for the length of the new roadway construction.
- xvi. Madison Street  
South of the I-70 Mainline, Madison Street shall connect to new 46<sup>th</sup> Avenue South. Sidewalk connections from Madison Street to new 46<sup>th</sup> Avenue shall be provided.
- xvii. Monroe Street  
Reconstruction of the street shall provide a new bridge over the Lowered Section accommodating two-way traffic, one lane in each direction. From approximately

45<sup>th</sup> Avenue, Monroe Street shall be constructed north to connect with new 46<sup>th</sup> Avenue South, cross over the I-70 Mainline, connect with new 46<sup>th</sup> Avenue North, and extend north and east to connect with existing Jackson Street. The new Monroe Street shall function as an extension of Jackson Street and serve as the primary access to those properties south of the I-70 Mainline. Sidewalks shall be provided on both sides of Monroe Street for the length of the new roadway construction.

xviii. East 46th Avenue/Colorado Boulevard Connection to Jackson Street

46<sup>th</sup> Avenue along the west side of Colorado Boulevard shall be reconstructed as required for the realignment and reconstruction of Colorado Boulevard. The road shall be reconstructed to provide two-way traffic, one lane in each direction with a sidewalk along the west side. The extent of Construction Work on East 46<sup>th</sup> Avenue shall be as necessary to provide a tie-in on the north end and a connection to Jackson Street from the south end.

c. Cross Streets at I-70 Mainline: Dahlia Street to Peoria Street

The Developer shall provide cross street connections under the I-70 Mainline and/or to Stapleton Drive, including necessary structures, for the following streets:

i. Dahlia Street

Reconstruction of the street shall be sufficient to provide one through lane in each direction with single left-turn lanes to Stapleton Drive under the I-70 Mainline. Bike lanes shall be provided in each direction, and sidewalks provided on both sides of Dahlia Street for the length of the new roadway construction. Shared right/thru lanes shall be provided for right turns at Dahlia Street.

ii. Monaco Street

Reconstruction of the street shall be sufficient to provide one through lane northbound with dual left-turn lanes to Stapleton Drive. Southbound shall provide one left-turn, one left/thru lane, and one thru lane. Sidewalks shall be provided on both sides of the Monaco Street for the length of the new roadway construction. Shared right/thru lanes shall be provided for right turns at Monaco Street.

iii. Forest Street

North of the I-70 Mainline, Forest Street shall connect to new Stapleton Drive North. Right-in and right-out turn movements shall be provided. South of I-70, Forest Street shall connect to new Stapleton Drive South. Right-in and right-out turn movements shall be provided.

iv. Glencoe Street

North of the I-70 Mainline, Glencoe Street shall connect to new Stapleton Drive North. Right-in and right-out turn movements shall be provided. South of the I-70 Mainline, Glencoe Street shall connect to new Stapleton Drive South. Right-in and right-out turn movements shall be provided.

v. Grape Street

North of the I-70 Mainline, Grape Street shall connect to new Stapleton Drive North. Right-in and right-out turn movements shall be provided. South of the I-70 Mainline, Grape Street shall connect to new Stapleton Drive South. Right-in and right-out turn movements shall be provided.

vi. Ivy Street

North of the I-70 Mainline, Ivy Street shall connect to new Stapleton Drive North. Right-in and right-out turn movements shall be provided.

- vii. Kearney Street  
South of the I-70 Mainline, Kearney Street shall connect to new Stapleton Drive South. Right-in and right-out turn movements shall be provided.
- viii. Leyden Street  
North of the I-70 Mainline, Leyden Street shall connect to new Stapleton Drive North. Right-in and right-out turn movements shall be provided.
- ix. Oneida Street  
South of the I-70 Mainline, Oneida Street shall connect to new Stapleton Drive South. Right-in and right-out turn movements shall be provided.
- x. Airlawn Road  
South of the I-70 Mainline, Airlawn Road shall connect to new Stapleton Drive South.
- xi. At each intersection, curb returns shall be constructed to meet the design vehicle requirements listed in Appendix A Roadway Design Criteria to this Section 9. The Developer shall provide sidewalk connections from new construction to all existing adjacent cross street sidewalks.
- xii. Extents of Construction Work on all cross streets and connection streets shall be as necessary to accommodate the required lane capacity, tapers and tie-ins.

#### 9.4.4. 46th Avenue and Stapleton Drive

- a. 46th Avenue North and 46th Avenue South: Brighton Boulevard to Colorado Boulevard
  - i. 46th Avenue shall be reconstructed as a collector street to provide east-west connectivity from Brighton Boulevard to York Street and from Steele Street/Vasquez Boulevard to Colorado Boulevard. Local access to adjacent neighborhoods shall be provided between York Street to Steele/Vasquez Boulevard.
  - ii. The Developer shall construct 46th Avenue in accordance with the following street network connectivity requirements:
    - A. Brighton Boulevard to York Street
      - (I) Provide two lane one-way operations westbound from York Street. 46th Avenue merges and is combined with the westbound exit ramp to Brighton Boulevard. Provided a continuous sidewalk along the outside of 46th Avenue North from York Street to Brighton Boulevard including a minimum 10 foot wide sidewalk under the UPRR bridge. Sidewalk width applications described in this Section 9 shall apply for all sidewalk outside of the UPRR bridge.
      - (II) Provide two lane one-way operations eastbound for 46th Avenue North from the divergence point with the eastbound Brighton Boulevard entrance ramp to York Street. The eastbound approach to York Street, for the Ultimate configuration, shall include one left/thru lane, one thru lane and one right-turn lane. The eastbound approach to York Street, for the Project, shall include one thru lane and one right/thru lane. Provide a continuous minimum 10 foot wide sidewalk on the outside of 46th Avenue.
    - B. York Street to Columbine Street

- (I) Along the north side, 46th Avenue North shall be two lanes one-way westbound from York Street to Josephine Street. Between Josephine Street and Columbine Street, 46th Avenue shall be one lane each direction (two-way operations). A raised refuge area shall be provided between the edge of lane and barrier as depicted in the Roadway Typical Sections.
  - (II) Along the south side, 46th Avenue South shall be two lanes one-way eastbound from York Street to Josephine Street. Between Josephine Street and Columbine Street, 46th Avenue shall be one lane each direction (two-way operations). A raised refuge area shall be provided between the edge of lane and barrier as depicted in the Roadway Typical Sections. The Developer shall provide a continuous sidewalk on the north side of 46th Avenue North and south side of 46th Avenue South for the length of the new roadway construction.
- C. Columbine Street to Clayton Street
- (I) Along the north side, 46th Avenue shall be discontinuous between Columbine Street and Thompson Court. A two-lane, two-way connection with attached sidewalk shall be provided between Thompson Court and Clayton Street. An alleyway connection shall be provided from Thompson Court to the existing Elizabeth-Thompson alley including reconstruction of the alley from 46th Avenue North to 47th Avenue.
  - (II) On the south side, 46th Avenue shall include one lane each direction (two-way operations) with a left turn lane pockets for Columbine and Elizabeth Street access from westbound 46th Avenue. The Developer shall integrate 46th Avenue South with the design of the Cover as necessary to work within ROW constraints and meet the requirements of the Cover Landscape Schematic provided in Schedule 10B Contract Drawings. This includes aesthetics, parking lanes, sidewalks, landscaping and other considerations as required.
- D. Clayton Street to Milwaukee Street
- (I) Provide one lane each direction (two-way operations) on 46th Avenue North with a left turn lane to Fillmore Street from westbound and eastbound 46th Avenue. A raised refuge area shall be provided as depicted in the Roadway Typical Sections.
  - (II) On 46th Avenue South, provide one lane each direction (two-way operations) with a left turn lane to Fillmore Street from eastbound and westbound 46th Avenue. A raised refuge area between the edge of pavement and barrier shall be provided as depicted in the Roadway Typical Sections. The Developer shall provide a continuous sidewalk on the south side 46th Avenue South and north side of 46th Avenue North for the length of the new roadway construction.
- E. Milwaukee Street to Steele Street/Vasquez Boulevard
- The Developer shall provide one lane one-way connections westbound on 46<sup>th</sup> Avenue North and eastbound on 46<sup>th</sup> Avenue South to and from merge points with the Steele/Vasquez ramps. A raised refuge area shall be provided as depicted in the Roadway Typical Sections. Sidewalks

shall be provided on the south side 46<sup>th</sup> Avenue South and north side of 46<sup>th</sup> Avenue North to connect with the sidewalks along Steele Street/Vasquez Boulevard.

F. Steele Street/Vasquez Boulevard to Colorado Boulevard

In this segment, 46<sup>th</sup> Avenue North and South are incorporated as split diamond interchange connecting roadways designed as collector-distributor roadways. On 46<sup>th</sup> Avenue North, provide two westbound lanes with a minimum four foot shoulder to the barrier. On 46<sup>th</sup> Avenue South, provide two eastbound lanes with a minimum four foot shoulder to the barrier. The Developer shall provide a continuous sidewalk on the south side 46<sup>th</sup> Avenue South and north side of 46<sup>th</sup> Avenue North for the length of the new roadway construction.

iii. Alleyway connections shall be provided at all existing alleys that currently intersect 46th Avenue.

b. Stapleton Drive North and Stapleton Drive South: Colorado Boulevard to Quebec Street

i. Stapleton Drive North and South shall be reconstructed as one-way collector street to provide east-west connectivity from Colorado Boulevard to Quebec Street, and local access to adjacent neighborhoods and commercial districts.

ii. The Developer shall design and construct Stapleton Drive in accordance with the following street network connectivity requirements:

A. Colorado Boulevard to Dahlia Street

Provide a minimum one lane eastbound on Stapleton Drive South diverging from the Colorado Boulevard entrance ramp and extending east to Dahlia Street. Provide two lanes westbound on Stapleton Drive North from Dahlia Street, tapering to a single lane to merge with the Colorado Boulevard exit ramp and intersecting with Colorado Boulevard. The Developer shall also provide a one-lane westbound local access road from Dahlia Street to connect to the existing East 46<sup>th</sup> Avenue near the Colorado Boulevard interchange.

B. Dahlia Street to Monaco Street

Provide two lanes eastbound on Stapleton Drive South from Dahlia Street to the merge with the Holly Street exit ramp. Provide four lanes connecting to Holly Street, and three lanes extending east from Holly Street. Provide a minimum one lane eastbound from the Holly Street entrance ramp divergence point with a transition to a two-lane approach and connection to Monaco Street. On Stapleton Drive North, provide two lanes westbound from Monaco Street to the merge point with the Holly Street exit ramp. Provide a four lanes to intersect with Holly Street, and two lanes westbound to the divergence point with the Holly Street entrance ramp. Provide a minimum one lane from the divergence point west, with a transition to a two-lane approach and connection to Dahlia Street.

C. Monaco Street to Quebec Street

Provide two lanes minimum eastbound on Stapleton Drive South from Monaco Street to the divergence point for the Quebec Street eastbound exit ramp connection. Provide a minimum one lane eastbound to the merge point with the Quebec Street eastbound exit ramp and a minimum one lane eastbound to Oneida Street. Provide one lane each direction

(two-way operations) on Stapleton Drive South between Oneida Street and Airlawn Road. On Stapleton Drive North, provide a minimum one lane westbound from the divergence point with the Quebec Street westbound entrance ramp to the first commercial property driveway. From the first commercial driveway, provide two lanes westbound to the intersection with Monaco Street.

#### 9.4.5. Sidewalk Width Applications

- a. Unless otherwise directed in this Section 9, sidewalks along all CDOT Roadways and Local Agency Roadways shall be provided by the Developer in accordance with CCD sidewalk and streetscape requirements applied as follows:
  - i. Provide an eight foot detached sidewalk with 12 foot detachment width; or
  - ii. If prohibited by ROW constraints from complying with the requirements of Section 9.4.5.a.i, provide a five foot detached sidewalk with eight-foot detachment width; or
  - iii. If prohibited by ROW constraints from complying with the requirements of Section 9.4.5.a.ii, provide a five foot detached sidewalk with a detachment width not less than four feet; or
  - iv. If prohibited by ROW constraints from complying with the requirements of Section 9.4.5.a.iii, provide an eight foot attached sidewalk; or
  - v. If prohibited by ROW constraints from complying with the requirements of Section 9.4.5.a.iv, provide a five foot to eight foot minimum sidewalk.
- b. Available area for sidewalk and detachment areas shall be measured from back of curb to six inches inside the roadway ROW.
- c. Sidewalks, in widths of not less than five feet, shall be provided along reconstructed cross street tie-ins to match existing widths and detachment areas to match existing. Cross streets without existing sidewalk shall have sidewalk provided for the length of the reconstructed area in accordance with the standards described above.

#### 9.4.6. Coordination with Recent I-70 Reconstruction Projects

- a. I-70 over Havana Street Design-Build Project (2015):
  - i. The Havana Street Design-Build Project, I-70 over Havana Street, is under construction. The construction work under the Havana Street Design-Build Project includes a new bridge over Havana Street, a new I-70 bridge over the future relocated UPRR spur track, earthwork, guardrail and pavement approaches to the bridges at each end. All Elements of the Havana Street Design-Build Project will be constructed independently of the Project. With the exception of temporary pavements, guardrail, striping, etc., construction work performed under the Havana Street Design-Build Project will be compatible with the Ultimate configuration;
  - ii. The Developer shall make any required modifications to these completed improvements to accommodate the integration and completion of the Construction Work. This will likely include striping, signing, barrier/guardrail transitions, embankment transitions and any other incidental/miscellaneous work required; and
  - iii. See the Reference Documents for the Havana Street Design-Build Project plans.
- b. I-70 over Sand Creek Bridge Replacement (2011):
  - i. The Department replaced the I-70 structure over Sand Creek in 2011. While significant alterations are expected necessary for the Ultimate configuration, minor or no alterations are expected to the bridge as part of the Project; and

- ii. See the Reference Documents for Sand Creek Bridge as-built plan information.

#### 9.4.7. Local Agency Roadway Infrastructure

The Construction Work includes the design and construction, reconstruction and closure of Local Agency Roadways. The intended configuration of these arterial, collector, and local roadways is depicted as a guide in the Reference Design drawings, conveying the general intent of the Construction Work. Local Agency Roadway improvements are defined as follows:

- a. Local Agency Roadway Limits

The limits of Local Agency Roadway improvements shown in the Reference Design drawings are approximate only and shall be extended as necessary for completion of the Construction Work, including but not limited for the need to provide smooth horizontal/vertical transitions, meet ADA requirements, and other miscellaneous improvements.

- b. Geometric Roadway Alignments

The horizontal and vertical alignments for the Local Agency Roadways may be changed unless otherwise prohibited by the Project Agreement. However, implementation of any proposed change must be achievable within the ROW.

- c. Number of Lanes

The minimum number of lanes shall be the number depicted in the Roadway Typical Sections as shown in Schedule 10B Contract Drawings.

- d. Intersections

The intersection configurations for the Local Agency Roadways depicted in the Reference Design drawings may be changed unless otherwise prohibited by the Project Agreement. The Developer may propose and submit modifications to the number of turn lanes and lane storage lengths during design development for approval by the Local Agency. The proposed modifications shall comply with the Project's traffic operational performance requirements that include reasonable expectations for travel times, safety, mobility, and User satisfaction. Any paving Construction Work extending into an intersection shall require a mill and overlay extending to each curb return within the intersection.

- e. Pedestrian Movement Design

The Developer shall be responsible for the design of pedestrian movements, including crossing locations, ramps and signals along all relevant portions of the Project (including Local Agency Roadways). It is the goal of the Project to apply context sensitive pedestrian design in order to optimize pedestrian crossing movements at intersections while not significantly degrading vehicle operations. Pedestrian movements design shall consider locations of curb ramps to provide optimal sight distance and shortest route as well as requirements for all crossings at signalized intersections to be protected wherever possible. It is the desire of the Local Agency to avoid the use of directional islands and free right turn vehicle movements where possible to achieve an acceptable intersection level of service. The Developer shall avoid the use of free right turn vehicle movements, unless otherwise required in this Section 9.

- f. Bus Stop Locations

- i. Bus stops to be located along 46th Avenue and other Local Agency Roadways shall be at the direction of and in coordination with the Regional Transportation District (RTD) and CCD. The Developer shall work with RTD and CCD to provide bus stops as directed. RTD's design standards shall be used for the design of all bus stops that will be part of the Construction Work. RTD will provide materials, including benches, signage and shelters to the Developer for all bus stops within the Site at no cost to the Project.

- ii. The Developer shall deliver any existing RTD bus stop amenities (benches, shelters, etc.) removed during the course of the Construction Work to RTD as directed by RTD. If agreed with RTD, the Developer may reuse existing amenities at new locations in the Work or dispose of the existing bus stop amenities.
- g. Local Agency Roadways shall meet minimum flowline to flowline roadway widths, as specified in CCD Rules & Regulations for Standard Right-of-Way Cross Sections and Utility Locations, unless prohibited by ROW constraints.
- h. Section 12 (other than Sections 12.2.a and b) of the Project Agreement shall apply to the Denver Planned Projects listed in Appendix B Denver Planned Projects to this Section 9.

9.4.8. Americans with Disabilities Act

The Developer shall produce ADA compliant design for Acceptance by the Department as part of the design plans. The Developer shall include a letter with each Release for Construction submittal demonstrating that the Project complies with all applicable ADA requirements.

- a. Where curb ramps are to be removed and reconstructed, the Developer shall provide and maintain an alternate ADA-compliant pedestrian access route at all times.
- b. Additional ADA requirements are as follows:
  - i. Within the limits of the Construction Work, the Developer shall reconstruct all pedestrian facilities including curb ramps, sidewalks, and driveways to meet ADA requirements; and
  - ii. Any Construction Work that disturbs any portion of an intersection shall require the entire intersection be reconstructed as necessary to meet ADA requirements, regardless if this involves work outside of the Site. In locations outside of the Site only, the Developer may evaluate existing conditions and provide documentation for Acceptance that the existing infrastructure is ADA compliant.

9.4.9. Cross Slope and Superelevation

- a. Normal Cross Slope
  - i. All new and reconstructed pavement sections shall have a normal cross slope of two percent;
  - ii. For pavement widening sections, the widened section shall have a normal cross slope of two percent; and
  - iii. For overlay sections where the existing cross slope is equal or greater than two percent, the Developer shall maintain the existing pavement cross slope. For overlay sections where the existing cross slope is less than two percent, the cross slope shall be built up through the use of a variable thickness overlay to a minimum of two percent.
- b. Superelevation Rates

Superelevation runout and runoff lengths for I-70, I-270, and interchange ramps shall be designed to comply with the design criteria and methodology of the AASHTO PGDH and as described in Appendix A Roadway Design Criteria to this Section 9. Adjustments to superelevation transition rates and locations necessary to ensure adequate surface drainage will require Acceptance by the Department as part of the plan submittals in accordance with Schedule 9 Submittals.

9.4.10. Stopping Sight Distance

Stopping sight distances and decision sight distances shall meet the minimum requirements of Appendix A Roadway Design Criteria to this Section 9. Stopping sight distances shall be determined in accordance with AASHTO PGDH.

#### 9.4.11. Fill and Cut Slopes and Clear Zones

(Note: All slopes stated herein are in terms of horizontal:vertical)

- a. The Developer shall design cut and fill slopes to obtain roadside clear zones in accordance with the AASHTO Roadside Design Guide, and avoid the need for guardrail wherever possible. Where clear zones cannot be obtained within the ROW, guardrail shall be required.
- b. The Developer shall provide a maximum 3:1 traversable surface for slope maintenance and vehicle access on all vegetated slopes where flatter slopes are not achievable. The minimum slope on fill and cut slopes shall be 6:1.
- c. Roadside slopes shall be designed and constructed to meet the following requirements as defined in Appendix A Roadway Design Criteria to this Section 9.
- d. Roadside Slopes Adjacent to Pavement
  - i. The Point of Slope Selection (POSS) is defined as the location at which the roadside slope adjacent to the pavement, known as the Z-slope ends, and the cut, or fill slope begins. Width and slope of the area between the edge of pavement (or sidewalk) and the POSS shall be as follows:
    - A. I-70: 18 feet minimum at a 6:1 slope; and
    - B. Ramps: 12 feet at a 6:1 slope.
- e. Fill Slopes
  - i. Fill slopes beyond the POSS shall be designed and constructed in accordance with the following priority:
    - A. Use 6:1 slopes where fill heights are less than four feet and can match to existing surface conditions within the ROW;
    - B. Use 4:1 slopes where fill heights are greater than four feet but less than 15 feet and can match to existing surface conditions within the ROW;
    - C. Use 3:1 slopes where fill heights are less than 15 feet, but slopes steeper than 4:1 are required to match existing surface conditions within the ROW;
    - D. Use 3:1 slopes where fill heights exceed 15 feet, clear zone Z-slope can be obtained, and slopes can match to existing surface conditions within the ROW;
    - E. Where the above requirements in this subsection cannot be met, the Developer may use any of the following design approaches:
      - (I) Use 3:1 to 2.5:1 slopes with guardrail protection. Slopes steeper than 3:1 shall be limited to areas where slopes are transitioning to match slope paving at bridge abutments, or where transitioning to match existing slopes steeper than 3:1. Slopes of 2.5:1 to 3:1 shall comply with the slope stabilization requirements of Schedule 10, Section 7 Earthwork; or
      - (II) Use retaining walls as necessary, with guardrail protection where required.

- ii. Fill slope areas shall be designed with ditches and storm sewer as necessary to prevent untreated roadside and slope drainage from flowing off the ROW to adjacent properties; and
  - iii. All fill slopes shall be rounded at the toes or ties to existing ground.
- f. Cut Slopes
- i. Cut slopes beyond the POSS shall be designed and constructed in accordance with the following priorities:
    - A. Cut slopes shall be transitioned at the POSS in such a manner to comply with the recommendations of the AASHTO Roadside Design Guide;
    - B. Use 4:1 or flatter slopes for cut slopes where the slope can match with existing surface conditions within the ROW;
    - C. Use 3:1 slopes for cut slopes where slopes steeper than 4:1 are necessary to obtain the match to existing surface conditions within the ROW;
    - D. Where the above conditions cannot be obtained, the Developer may use any of the following design approaches:
      - (I) If a full clear zone Z-slope cannot be provided, use 3:1 if the POSS is at least 10 feet from the edge of pavement; or
      - (II) If a full clear zone Z-slope cannot be provided, use 3:1 to 2.5:1 slopes with guardrail protection if the POSS is at less than 10 feet from the edge of pavement. Slopes steeper than 3:1 shall be limited to areas where slopes are transitioning to match slope paving at bridge abutments or where transitioning to match existing slopes steeper than 3:1.
    - E. Use retaining walls as necessary, with guardrail protection to match existing conditions.
  - ii. Cut slopes and associated ditches shall be designed as necessary to prevent untreated roadside and slope drainage from flowing off ROW to adjacent properties.
  - iii. All cut slopes shall be rounded at their matches to existing ground.

#### 9.4.12. Barrier and Guardrail

- a. Barrier or guardrail shall be required wherever clear zone requirements cannot be achieved;
- b. Median barrier is required along the entire length of the I-70 Mainline reconstruction and widening areas. Median barrier shall be Type 7 concrete barrier with a concrete glare screen in accordance with CDOT Standard M-606-13;
- c. The Developer shall replace existing median barriers within ETC and ITS infrastructure locations outside I-70 Mainline reconstruction. Existing concrete median barrier to be replaced shall include, but may not be limited to, the following locations:
  - i. From the western limit of I-70 Mainline reconstruction at Brighton Boulevard to approximately 2,400 feet west of the Washington Street bridge. The new barrier shall be designed and built to accommodate the existing drainage inlets; and
  - ii. From the eastern construction limit of I-70 Mainline widening at I-225 to approximately 2,800 feet east.

- d. Guardrail along the outside shoulders of the I-70 Mainline shall be concrete barrier where inlets are required for pavement drainage. Type 3 guardrail with asphalt curb will not be permitted for drainage accommodation;
- e. All concrete barrier shall be cast-in-place. Precast barrier will not be accepted for permanent installations;
- f. Provide crash attenuators and rail end treatments at all required locations where barrier/guardrail begins or ends in accordance with the CDOT Safety Guide, Standards M-606-1 and M-606-13 and Chapter 8 of the AASHTO Roadside Design Guide; and
- g. Concrete barrier with fence, in accordance with CDOT Bridge Standard B-607-5, shall be provided between 46th Avenue and the Lowered Section where noise walls or the Cover are not provided. At locations of proposed noise walls incorporate barrier requirements as part of the wall design. Fencing shall conform to Schedule 10, Section 14 Landscaping and Aesthetics.

#### 9.4.13. Driveways and Access Design

- a. All private property parcels require access to public ROW. The Developer shall construct connecting roads, driveways and curb cuts to provide access to private property, or connect streets with alleyways where existing access is disturbed or reconfigured and requires relocation. Access design and location shall conform to the following requirements, in the order of precedence listed:
  - i. CDOT Roadways
    - A. Access locations and restrictions delineated in the ROW Exhibits in Schedule 10B Contract Drawings; and
    - B. State of Colorado, State Highway Access Code.
  - ii. Local Agency Roadways
    - A. Access locations and restrictions delineated in the ROW Exhibits in Schedule 10B Contract Drawings; and
    - B. CCD Permit Requirements and Municipal Codes.
- b. Private property accesses from roadway ROW shall be designed and constructed using curb cuts. All public roadway connections shall be designed with curb returns. Private accesses to properties shall be reconstructed in their current locations unless otherwise agreed to by the property owner and the Department; and
- c. Connecting roads and driveways shall be paved to the ROW limits in accordance with pavement requirements defined by the Local Agency. Connecting roads and driveways shall be replaced in kind as required beyond the ROW line to the limits necessary to match existing grade. Curb return openings that are provided for future connections shall be paved through the curb returns.

#### 9.4.14. On-Street Parking Removal

There are locations that require the removal of existing on-street parking in order to comply with the requirements under the Project Agreement. The Developer shall coordinate with the City of Denver and obtain approvals meeting the Local Agency requirements and municipal codes in relation to such removal. The Developer shall coordinate with property owners where on-street parking is removed and shall complete the necessary public information process as part of the Construction Work with assistance from the City of Denver.

#### 9.4.15. Design Exceptions

- a. Identified Design Exceptions

The Department has obtained approval from FHWA for the design exceptions shown in Table 9-1.<sup>1</sup> Approval of additional or revised design exceptions required for the Developer's design are the responsibility of the Developer to obtain in accordance with the requirements below.

b. Design Exception Process (for additional or revised design exceptions from FHWA)

The Developer shall comply with the following requirements when requesting a design exception:

- i. The Developer shall submit to the Department for Approval five copies of design exception requests in letter form; and
- ii. The design exception request submittals shall consist of the following items:
  - A. A letter identifying the exception(s) by number, Project number, location, and status (new submittal, resubmittal, etc.);
  - B. A completed CDOT Form 464a;
  - C. Supporting documentation indicating the justification for the exception. Justification shall address the following items:
    - (I) Site conditions of the exception;
    - (II) Compelling reason for the exception, including which standard is not being met, if the exception affects any other standards, and what will be done to mitigate the effects of the exception;
    - (III) Effects of the exception on safety and operation of the facility;
    - (IV) Previous crash history near the location of the exception;
    - (V) Calculations estimating the cost of attaining the design standard and costs of exception as proposed;
    - (VI) Effect on scenic, historical, or other environmental features; and
    - (VII) Effect of operations and safety to the facility;
  - D. Plan and profile drawings depicting the exception;
  - E. Modification to submittals to address comments and additional information as requested by the Department or FHWA.

Approval of any request from the Developer to the Department to submit a request to FHWA, and any request submitted to FHWA, in either case, for approval of a design exception shall be at the discretion of the Department or FHWA.

c. Possible Additional Design Exceptions

- i. The Reference Design acknowledges certain conflicts that exist within the design as shown (as specified in Section 9.4.15.c.ii) that, without alterations, require additional design exceptions be requested by the Developer from FHWA. It shall be the Developer's responsibility to evaluate the Reference Design as shown, identify design conflicts, and make appropriate alterations to the design, or request design exceptions in accordance with the procedures listed above. The Developer shall make all efforts in its design to eliminate the need for design exceptions, wherever possible. The FHWA may request modifications to the

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<sup>1</sup> See footnote to Table 9-1 for current status of FHWA approvals of design exceptions.

design to improve the design exception and the Developer shall work with FHWA to accommodate requested design modifications.

- ii. The following design conflicts are acknowledged within the Reference Design:
  - A. Stopping sight distance on the eastbound I-70 auxiliary lane at Dahlia Street  
 The design speed of I-70 (70 mph) requires an increased shoulder width along inside of curve where guardrail is proposed.
  - B. Stopping sight distance on the westbound I-70 Tolled Express Lane at Dahlia Street  
 The design speed of I-70 (70 mph) requires an increased shoulder width along inside of curve where median guardrail is proposed.
  - C. Outside shoulder width on the eastbound I-70 on the Sand Creek bridge  
 Available width for outside shoulder does not meet minimum shoulder width requirements.
- d. Local Agency Design Exceptions
  - i. The CCD has reviewed the technical criteria provided in this Section 9 and the Roadway Typical Sections provided in Schedule 10B Contract Drawings and accepted that they meet Local Agency standards and requirements. Project specific design exceptions to CCD Construction Standards are provided in the Reference Documents.
  - ii. Approval of additional or revised design exceptions required for the Developer's design, in respect to Local Agency Roadways, shall be obtained by the Developer in accordance with the relevant Local Agency's standard procedures.

**Table 9-1 Identified Design Exceptions<sup>2</sup>**

No.	Item	Design Criteria	Design Exception	Comments
DE-1	A reduced inside shoulder width on I-70 between I-25 and Brighton Boulevard	12 feet	4 feet (2 feet at lighting and sign structures)	Exception required to stripe Tolled Express Lane within existing wide shoulder.
DE-2	A reduced inside shoulder width on I-70 between Brighton Boulevard and Dahlia Street	12 feet	10 feet (8 feet at bridge piers, lighting and sign structures)	Exception for reduced I-70 footprint.

<sup>2</sup> The design exceptions specified in Table 9-1 have been submitted to FHWA and are under their review as of the date of the release of this Addendum No. 2. If approved, the Developer may use the design exceptions to optimize designs to reduce the impacts to adjacent neighborhoods and businesses. Design exceptions 2 and 3 in Table 9-1 may involve realignment of the I-70 Mainline to provide maximum additional buffer space between the highway and residential properties north of I-70 between Brighton Boulevard and Steele/Vasquez and to Safeway Historic District south of I-70 between Colorado Boulevard and Dahlia Street.

No.	Item	Design Criteria	Design Exception	Comments
DE-3	Reduced outside shoulder width on I-70 between Brighton Boulevard and Dahlia Street	12 feet	10 feet	Exception for reduced I-70 footprint.
DE-4	Reduced inside shoulder width on I-70 between Quebec Street and Chambers Road	12 feet	4 feet (2 feet at lighting and sign structures)	Exception to add a Tolloed Express Lane on the inside of an existing highway section with minimal widening.

**9.5. Construction Requirements**

9.5.1. Removals

The Developer shall be responsible for the removal of all items within the Site not incorporated into the Construction Work. Removal items shall become the property of the Developer unless identified during the design review to remain property of the Department, CCD, or other agency. Removal items shall include, but not be limited to structures/portions of structures and obstructions, retaining walls, signs designated for removal, pavements, curbs, excavation, guardrail, fencing, landscaping, and pavement markings.

a. Roadways

The Developer shall remove abandoned portions of roadways and roadway fills reconstructed as a part of the Construction Work. The Developer shall smooth the area to blend into adjacent terrain, and topsoil and seed.

b. Buried Foundations

Buried foundations from abandoned structures are believed to exist within the Project Site. Specifically, the buried foundations from the original Swansea Elementary School and pedestrian underpass located near 46th Avenue and Columbine Street. The Developer shall remove and backfill as necessary all buried foundations found to be in conflict with the Construction Work.

9.5.2. Guardrail

The Developer shall use galvanized guardrail (CDOT Standard Plan No. M606-1) with steel posts and composite block for guardrail installations which are not required to be concrete, unless otherwise Approved by the Department. The Developer shall pave asphalt a minimum of one foot behind the new guardrail in accordance with the CDOT *M & S Standard Plans*.

9.5.3. Fencing

a. Temporary Fencing

The Developer shall provide temporary fencing as required by property acquisition agreements to protect adjacent private property. In remaining areas, temporary fencing should be considered to control construction operations beyond ROW and construction limits. Temporary fence shall also be placed to protect sensitive environmental resources, as required by Schedule 17 Environmental Requirements.

b. Permanent Fencing

The Developer shall provide permanent fencing of types at the following locations. Permanent fencing shall be compatible with Schedule 10, Section 14 Landscaping and Aesthetics.

- i. South side ROW line from Brighton Boulevard to York Street (along Purina property);
  - ii. North side ROW line along new CDOT/DRIR ROW line;
  - iii. Water quality/detention ponds (where required).
- c. Privacy Fencing  
 The Developer shall provide wood privacy fencing along the new 46th Avenue ROW line at all residential properties. The Developer shall coordinate with property owners for in relation to such Construction Work.
- d. Gates  
 The Developer shall provide gates in fences at locations and of width and type as specified by the Department or maintaining entities for maintenance access.
- e. Railroad Fencing  
 The Developer shall comply with the requirements set out in Section 10.4.18 of this Schedule 10 in relation to fencing in respect of Railroad work.

**9.6. Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the specified timeframes:

**Table 9-2 Deliverables**

Deliverable	Information, Acceptance, or Approval	Schedule
Design exceptions	Approval	Prior to RFC Documents

**9.7. Appendices**

- Appendix A Roadway Design Criteria
- Appendix B Denver Planned Projects

**Appendix A  
 Roadway Design Criteria**

I-70 Mainline				
Design Element	I-25 to Colorado Boulevard (Project)	Quebec Street to Chambers Road (Project)	Colorado Boulevard to Tower Road (Project and Ultimate)	Remarks
Standards Applied	CDOT/FHWA			
<b>General</b>				
Roadway Classification	Interstate	Interstate	Interstate	
Posted Speed (MPH)	55	55	-	
Design Speed (MPH)	60	65	70	
Design Vehicle	WB-67	WB-67	WB-67	
<b>Horizontal Alignment Criteria</b>				
Curve Radius (Feet) - Minimum	1,330	1,660	2,040	
Stopping Sight Distance (Feet) - At level grade	570	645	730	
Cross Slope	2%	2%	2%	
Superelevation ( $e_{max}$ )	6%	6%	6%	
Clear Zone on Tangent (Feet)				
Minimum	30	30	30	Apply curve factors, as required, Per RDG
Desirable	34	34	34	
Lane Widths (Feet)	12	12	12	
Shoulder Widths (Feet)				
Inside	12	12	12	
Outside	12	12	12	
Auxiliary Lanes				
Minimum	6	6	6	Allowable only within ROW constraints
Desirable	12	12	12	
Side Slopes				
Cut Slope	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	

I-70 Mainline				
Design Element	I-25 to Colorado Boulevard (Project)	Quebec Street to Chambers Road (Project)	Colorado Boulevard to Tower Road (Project and Ultimate)	Remarks
Fill Slope	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	
Z-slope Dist (6:1 Slope) (Feet)	-	12	12	
<b>Vertical Alignment Criteria</b>				
K-Values				
Crest Vertical Curve	151	193	247	
Sag Vertical Curve	136	157	181	
Grade				
Maximum	4%	3%	3%	
Minimum	0.75%	0.5%	0.5%	
<b>Vertical Clearance at Structures (Feet) - Minimum</b>				
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	
Cover Over Highway/Street	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	
<b>Tolled Express Lanes (Feet)</b>				
Buffer Width	4	4	4	
Ingress/Egress Lengths	2,000	2,000	2,000	
Weave Distance per Lane at all Ingress/Egress Locations	800	800	800	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges

Brighton Boulevard					
Design Element	Brighton Boulevard Westbound Entrance Ramp	Brighton Boulevard Eastbound Exit Ramp	Brighton Boulevard Westbound Exit Ramp	Brighton Boulevard Eastbound Entrance Ramp	Remarks
Standards Applied	CDOT/FHWA				
<b>General</b>					
Roadway Classification	Ramp	Ramp	Ramp	Ramp	
Design Speed (MPH) (Ramp Proper)	45	45	45	45	
Design Vehicle	WB-67	WB-67	WB-67	WB-67	
EN-EX Ramp Spacing on Mainline (Weave)	1,000	950	1,600	1,600	
<b>Horizontal Alignment Criteria</b>					
Curve Radius (Feet) - Minimum	643	643	643	643	
Stopping Sight Distance at Design Speed (Feet) - At level grade	360	360	360	360	
Cross Slope	2%	2%	2%	2%	
Superelevation ( e max)	6%	6%	6%	6%	
Clear Zone (Feet)					
Minimum	20	20	20	20	
Desirable	22	22	22	22	
Number of Lanes	1	1	1	2	
Lane Widths (Feet)	15	15	15	12+12	
Shoulder Widths (Feet)					
Inside	4	4	4	4	
Outside	6	6	6	8	
Side Slopes					
Cut Slope	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	
Fill Slope	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	
Z-slope Dist (6:1 Slope) (Feet)	12	12	12	12	

Brighton Boulevard					
Design Element	Brighton Boulevard Westbound Entrance Ramp	Brighton Boulevard Eastbound Exit Ramp	Brighton Boulevard Westbound Exit Ramp	Brighton Boulevard Eastbound Entrance Ramp	Remarks
<b>Vertical Alignment Criteria</b>					
K-Values					
Crest Vertical Curve	61	61	61	61	
Sag Vertical Curve	79	79	79	79	
Grade					
Maximum	5%	6%	4%	4%	
Minimum	0.5%	0.5%	0.5%	0.5%	
<b>Vertical Clearance at Structures - Minimum</b>					
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges

Vasquez Boulevard/Steele Street Ramps			
Design Element	Vasquez Boulevard Westbound Entrance Ramp	Steele Street Eastbound Exit Ramp	Remarks
Standards Applied	CDOT/FHWA		
<b>General</b>			
Roadway Classification	Ramp	Ramp	
Design Speed (MPH) (Ramp Proper)	45	45	
Design Vehicle	WB-67	WB-67	
EN-EX Ramp Spacing on Mainline (Weave)	1,600	1,600	
<b>Horizontal Alignment Criteria</b>			
Curve Radius (Feet) - Minimum	643	643	
Stopping Sight Distance at Design Speed (Feet) - At level grade	360	360	
Cross Slope	2%	2%	
Superelevation ( e max)	6%	6%	
Clear Zone (Feet)			
Minimum	20	20	
Desirable	22	22	
Number of Lanes	1	1	
Lane Widths (Feet)	15	15	
Shoulder Widths (Feet)			
Inside	4	4	
Outside	6	6	
Side Slopes			
Cut Slope	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	
Fill Slope	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	
Z-slope Dist (6:1 Slope) (Feet)	12	12	
<b>Vertical Alignment Criteria</b>			
K-Values			
Crest Vertical Curve	61	61	
Sag Vertical Curve	79	79	
Grade			

Vasquez Boulevard/Steele Street Ramps			
Design Element	Vasquez Boulevard Westbound Entrance Ramp	Steele Street Eastbound Exit Ramp	Remarks
Maximum	5%	5%	
Minimum	0.5%	0.5%	
<b>Vertical Clearance at Structures - Minimum</b>			
Highways/Streets Over Highway/Street	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges

Colorado Boulevard Ramps					
Design Element	Colorado Boulevard Westbound Entrance Slip Ramp	Colorado Boulevard Eastbound Exit Ramp	Colorado Boulevard Westbound Exit Ramp	Colorado Boulevard Eastbound Entrance Ramp	Remarks
Standards Applied	CDOT/FHWA				
<b>General</b>					
Roadway Classification	Ramp	Ramp	Ramp	Ramp	
Design Speed (MPH) (Ramp Proper)	45	45	50	50	
Design Vehicle	WB-67	WB-67	WB-67	WB-67	
EN-EN and EN-EX Ramp Spacing on Mainline (Weave)	1,000	1,600	1,600	1,600	
<b>Horizontal Alignment Criteria</b>					
Curve Radius (Feet) - Minimum	643	643	833	833	
Stopping Sight Distance at Design Speed (Feet) - At level grade	360	360	425	425	
Cross Slope	2%	2%	2%	2%	
Superelevation ( e max)	6%	6%	6%	6%	
Clear Zone (Feet)					
Minimum	20	20	20	20	
Desirable	22	22	22	22	
Number of Lanes	1	1	1	2	
Lane Widths (Feet)	15	15	15	12+12	
Shoulder Widths (Feet)					
Inside	4	4	4	4	
Outside	6	6	6	8	
Side Slopes					
Cut Slope	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	
Fill Slope	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	
Z-slope Dist (6:1 Slope) (Feet)	12	12	12	12	

Colorado Boulevard Ramps					
Design Element	Colorado Boulevard Westbound Entrance Slip Ramp	Colorado Boulevard Eastbound Exit Ramp	Colorado Boulevard Westbound Exit Ramp	Colorado Boulevard Eastbound Entrance Ramp	Remarks
<b>Vertical Alignment Criteria</b>					
K-Values					
Crest Vertical Curve	61	61	84	84	
Sag Vertical Curve	79	79	96	96	
Grade					
Maximum	6%	6%	4%	4%	
Minimum	0.5%	0.5%	0.5%	0.5%	
<b>Vertical Clearance at Structures - Minimum</b>					
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges

Holly Street Ramps					
Design Element	Holly Street Westbound Entrance Ramp	Holly Street Eastbound Exit Ramp	Holly Street Westbound Exit Ramp	Holly Street Eastbound Entrance Ramp	Remarks
Standards Applied	CDOT/FHWA				
<b>General</b>					
Roadway Classification	Ramp	Ramp	Ramp	Ramp	
Design Speed (MPH) (Ramp Proper)	50	50	50	50	
Design Vehicle	WB-67	WB-67	WB-67	WB-67	
EN-EX Ramp Spacing on Mainline (Weave)	1,600	1,600	1,600	1,600	
<b>Horizontal Alignment Criteria</b>					
Curve Radius (Feet) - Minimum	833	833	833	833	
Stopping Sight Distance at Design Speed (Feet) - At level grade	425	425	425	425	
Cross Slope	2%	2%	2%	2%	
Superelevation ( e max)	6%	6%	6%	6%	
Clear Zone (Feet)					
Minimum	20	20	20	20	
Desirable	22	22	22	22	
Number of Lanes	2	1	1	2	
Lane Widths (Feet)	12+12	15	15	12+12	
Shoulder Widths (Feet)					
Inside	4	4	4	4	
Outside	8	6	6	8	
Side Slopes					
Cut Slope	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	
Fill Slope	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	
Z-slope Dist (6:1 Slope) (Feet)	12	12	12	12	

Holly Street Ramps					
Design Element	Holly Street Westbound Entrance Ramp	Holly Street Eastbound Exit Ramp	Holly Street Westbound Exit Ramp	Holly Street Eastbound Entrance Ramp	Remarks
<b>Vertical Alignment Criteria</b>					
K-Values					
Crest Vertical Curve	84	84	84	84	
Sag Vertical Curve	96	96	96	96	
Grade					
Maximum	4%	4%	4%	4%	
Minimum	0.5%	0.5%	0.5%	0.5%	
<b>Vertical Clearance at Structures - Minimum</b>					
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges

Quebec Street Ramps					
Design Element	Quebec Street Westbound Entrance Ramp	Quebec Street Eastbound Exit Ramp	Quebec Street Westbound Exit Ramp	Quebec Street Eastbound Entrance Ramp	Remarks
Standards Applied	CDOT/FHWA				
<b>General</b>					
Roadway Classification	Ramp	Ramp	Ramp	Ramp	
Design Speed (MPH) (Ramp Proper)	50	50	45	45	
Design Vehicle	WB-67	WB-67	WB-67	WB-67	
EN-EX Ramp Spacing on Mainline (Weave)	1,600	1,600	1,600	1,600	
<b>Horizontal Alignment Criteria</b>					
Curve Radius (Feet) - Minimum	833	833	643	643	
Stopping Sight Distance at Design Speed (Feet) - At level grade	425	425	360	360	
Cross Slope	2%	2%	2%	2%	
Superelevation ( e max)	6%	6%	6%	6%	
Clear Zone (Feet)					
Minimum	20	20	20	20	
Desirable	22	22	22	22	
Number of Lanes	2	2	2	1	
Lane Widths (Feet)	12+12	12+12	12+12	15	
Shoulder Widths (Feet)					
Inside	4	4	4	4	
Outside	8	8	8	8	
Side Slopes					
Cut Slope	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	
Fill Slope	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	
Z-slope Dist (6:1 Slope) (Feet)	12	12	12	12	

Quebec Street Ramps					
Design Element	Quebec Street Westbound Entrance Ramp	Quebec Street Eastbound Exit Ramp	Quebec Street Westbound Exit Ramp	Quebec Street Eastbound Entrance Ramp	Remarks
<b>Vertical Alignment Criteria</b>					
K-Values					
Crest Vertical Curve	84	84	61	61	
Sag Vertical Curve	96	96	79	79	
<b>Vertical Clearance at Structures - Minimum</b>					
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges

I-270 and Central Park Boulevard Ramps							
Design Element	I-270 Eastbound Connector	Central Park Boulevard Westbound Entrance Ramp	Central Park Boulevard Eastbound Exit Ramp	I-70 Westbound to I-270 Ramp	Central Park Boulevard Eastbound Entrance Ramp	I-270 Eastbound to I-70 Eastbound Ramp	Remarks
Standards Applied	CDOT/FHWA						
<b>General</b>							
Roadway Classification	Ramp	Ramp	Ramp	Ramp	Ramp	Ramp	
Design Speed (MPH) (Ramp Proper)	55	55	55	55	55	55	
Design Vehicle	WB-67	WB-67	WB-67	WB-67	WB-67	WB-67	
EN-EX Ramp spacing on mainline (weave)	1,600	1,600	1,600	1,000	1,600	1,000	
<b>Horizontal Alignment Criteria</b>							
Curve Radius (Feet) - Minimum	1,060	1,060	1,060	1,060	1,060	1,060	
Stopping Sight Distance at Design Speed (Feet) - At level grade	495	495	495	495	495	495	
Cross Slope	2%	2%	2%	2%	2%	2%	
Superelevation ( e max)	6%	6%	6%	6%	6%	6%	
Clear Zone (Feet)							
Minimum	20	16	16	16	16	16	
Desirable	22	18	18	18	18	18	
Number of Lanes	2	1	1	2	1	2	
Lane Widths (Feet)	12+12	15	15	12+12	15	12+12	
Shoulder Widths (Feet)							
Inside	9	4	4	4	4	4	
Outside	10	6	8	8	6	10	
Side Slopes							
Cut Slope	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	
Fill Slope	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	
Z-slope Dist (6:1 Slope) (Feet)	12	12	12	12	12	12	

I-270 and Central Park Boulevard Ramps							
Design Element	I-270 Eastbound Connector	Central Park Boulevard Westbound Entrance Ramp	Central Park Boulevard Eastbound Exit Ramp	I-70 Westbound to I-270 Ramp	Central Park Boulevard Eastbound Entrance Ramp	I-270 Eastbound to I-70 Eastbound Ramp	Remarks
<b>Vertical Alignment Criteria</b>							
K-Values							
Crest Vertical Curve	114	114	114	114	114	114	
Sag Vertical Curve	115	115	115	115	115	115	
Grade							
Maximum	4%	5%	4%	4%	4%	4%	
Minimum	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
<b>Vertical Clearance at Structures - Minimum</b>							
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	10'-0"	10'-0"	

1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track

2 - Concrete superstructure or steel through plate girder with bolted bottom flanges

3 - Steel through plate girders without bolted bottom flanges

Peoria Street and I-25 Ramps					
Design Element	Peoria Street Westbound Entrance ramp	Peoria Street Eastbound Exit Ramp	Peoria Street Eastbound Entrance Ramp	I-70 EB to I-225 Southbound GP Connector Ramp	Remarks
Standards Applied	CDOT/FHWA				
<b>General</b>					
Roadway Classification	Ramp	Ramp	Ramp	Ramp	
Design Speed (MPH) (Ramp Proper)	45	45	45	55	
Design Vehicle	WB-67	WB-67	WB-67	WB-67	
EN-EX Ramp spacing on mainline (weave)	1,600	1,600	1,600	1,600	
<b>Horizontal Alignment Criteria</b>					
Curve Radius (Feet) - Minimum	643	643	643	1,060	
Stopping Sight Distance at Design Speed (Feet) - At level grade	360	360	360	495	
Cross Slope	2%	2%	2%	2%	
Superelevation ( e max)	6%	6%	6%	6%	
Clear Zone (Feet)					
Minimum	16	16	16	16	
Desirable	18	18	18	18	
Number of Lanes	2	2	2	3	
Lane Widths (Feet)	12+12	12+12	12+10	12+12+12	
Shoulder Widths (Feet)					
Inside	4	4	4	12	
Outside	8	8	6	12	
Side Slopes					
Cut Slope	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	Equal to or Flatter than 3:1	
Fill Slope	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	Equal to or Flatter than 4:1 (H<15)	
Z-slope Dist (6:1 Slope) (Feet)	12	12	12	12	

Peoria Street and I-25 Ramps					
Design Element	Peoria Street Westbound Entrance ramp	Peoria Street Eastbound Exit Ramp	Peoria Street Eastbound Entrance Ramp	I-70 EB to I-225 Southbound GP Connector Ramp	Remarks
<b>Vertical Alignment Criteria</b>					
K-Values					
Crest Vertical Curve	61	61	61	114	
Sag Vertical Curve	79	79	79	115	
Grade					
Maximum	4%	4%	5%	4%	
Minimum	0.5%	0.5%	0.5%	0.5%	
<b>Vertical Clearance at Structures - Minimum</b>					
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	

1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track

2 - Concrete superstructure or steel through plate girder with bolted bottom flanges

3 - Steel through plate girders without bolted bottom flanges

Cross Street, Brighton Boulevard to Clayton Street						
Design Element	Brighton Boulevard	York Street	Josephine Street	Columbine Street	Clayton Street	Remarks
Standards Applied	Denver	Denver	Denver	Denver	Denver	
<b>General</b>						
Roadway Classification	4-lane Principal Arterial	2-lane Minor Arterial	2-lane Minor Arterial	2-lane Local	2-lane Collector	
Posted Speed Limit (MPH)	35	30	30	25	25	
Design Speed (MPH)	35	35	35	30	30	
Design Vehicle	WB-67	WB-67	WB-67	SU-30	SU-30	
<b>Horizontal Alignment Criteria</b>						
Curve Radius (Feet) - Minimum	510	510	510	333	333	
Stopping Sight Distance at Design Speed (Feet) - At level grade	250	250	250	200	200	
Cross Slope	2%	2%	2%	2%	2%	
Superelevation (e max)	NC	NC	NC	NC	NC	
Clear Zone (Feet)						
Minimum	N/A	N/A	N/A	N/A	N/A	
Desirable	N/A	N/A	N/A	N/A	N/A	
Minimum Lane Widths (Feet) – to edge of pan <sup>4,5</sup>	11	12	12	14	18	
<b>Vertical Alignment Criteria</b>						
K-Values						
Crest Vertical Curve	29	29	29	19	19	
Sag Vertical Curve	49	49	49	37	37	
Grade						
Maximum	6%	6%	6%	6%	6%	
Minimum <sup>6</sup>	0.7%	0.7%	0.7%	0.7%	0.7%	
<b>Vertical Clearance at Structures - Minimum</b>						
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	20'-0"	

Cross Street, Brighton Boulevard to Clayton Street						
Design Element	Brighton Boulevard	York Street	Josephine Street	Columbine Street	Clayton Street	Remarks
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	10'-0"	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges
- 4 - Lane widths on bridge structures shall be in accordance with the Structure Typical Sections provided in Schedule 10B Contract Drawings
- 5 - Provide for on-street parking per CCD Standard 5.1
- 6 - Local Agency Roadways shall provide a minimum grade of 0.7%, though flatter grades of no less than 0.5% may be approved at the discretion of the Public Works Engineering, Regulatory & Analytics Office within CCD

Cross Street, Fillmore Street to Colorado Boulevard						
Design Element	Fillmore Street	Steele Street/ Vasquez Boulevard	Cook Street	Monroe Street	Colorado Boulevard	Remarks
Standards Applied	Denver	CDOT/FHWA	Denver	Denver	CDOT/FHWA	
<b>General</b>						
Roadway Classification	2-lane Local	4-lane Minor Arterial	2-lane Local	2-lane Collector	6-lane Principal Arterial	
Posted Speed Limit (MPH)	25	25	25	15	40	
Design Speed (MPH)	30	35	30	20	45	
Design Vehicle	SU-30	WB-67	SU-30	WB-67	WB-67	
<b>Horizontal Alignment Criteria</b>						
Curve Radius (Feet) - Minimum	333	510	333	107	1,039	
Stopping Sight Distance at Design Speed (Feet) - At level grade	200	250	200	115	360	
Cross Slope	2%	2%	2%	2%	2%	
Superelevation (e max)	NC	NC	NC	NC	NC	
Clear Zone (Feet)						
Minimum	N/A	N/A	N/A	N/A	20	
Desirable	N/A	N/A	N/A	N/A	22	
Minimum Lane Widths (Feet) – to edge of pan <sup>4, 5</sup>	14	12	18	18	12	
<b>Vertical Alignment Criteria</b>						
K-Values						
Crest Vertical Curve	19	29	19	7	61	
Sag Vertical Curve	37	49	37	17	79	
Grade						
Maximum	6%	6%	6%	6%	6%	
Minimum <sup>6</sup>	0.7%	0.5%	0.7%	0.7%	0.5%	
<b>Vertical Clearance at Structures - Minimum</b>						
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	

Cross Street, Fillmore Street to Colorado Boulevard						
Design Element	Fillmore Street	Steele Street/ Vasquez Boulevard	Cook Street	Monroe Street	Colorado Boulevard	Remarks
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	21'-6"	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	10'-0"	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges
- 4 - Lane widths on bridge structures shall be in accordance with the Structure Typical Sections provided in Schedule 10B Contract Drawings
- 5 - Provide for on-street parking per CCD Standard 5.1
- 6 - Local Agency Roadways shall provide a minimum grade of 0.7%, though flatter grades of no less than 0.5% may be approved at the discretion of the Public Works Engineering, Regulatory & Analytics Office within CCD

Cross Street, Dahlia Street to Peoria Street						
Design Element	Dahlia Street	Holly Street	Monaco Street	Quebec Street	Peoria Street	Remarks
Standards Applied	Denver	Denver	Denver	CDOT/FHWA	Denver	
<b>General</b>						
Roadway Classification	2-lane Collector	2-lane Arterial	2-lane Arterial	4-lane Principal Arterial	4-lane Principal Arterial	
Posted Speed Limit (MPH)	35	30	30	40	35	
Design Speed (MPH)	40	35	35	45	40	
Design Vehicle	WB-67	WB-67	WB-67	WB-67	WB-67	
<b>Horizontal Alignment Criteria</b>						
Curve Radius (Feet) - Minimum	762	510	510	1,039	762	
Stopping Sight Distance at Design Speed (Feet) - At level grade	305	250	250	360	305	
Cross Slope	2%	2%	2%	2%	2%	
Superelevation (e max)	NC	NC	NC	NC	NC	
Clear Zone (Feet)						
Minimum	N/A	N/A	N/A	20	N/A	
Desirable	N/A	N/A	N/A	22	N/A	
Minimum Lane Widths (Feet) – to edge of pan <sup>4,5</sup>	12	12	12	12	12	
<b>Vertical Alignment Criteria</b>						
K-Values						
Crest Vertical Curve	44	29	29	61	44	
Sag Vertical Curve	64	49	49	79	64	
Grade						
Maximum	6%	6%	6%	6%	6%	
Minimum <sup>6</sup>	0.7%	0.7%	0.7%	0.5%	0.7%	
<b>Vertical Clearance at Structures - Minimum</b>						
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16'-6"	16'-6"	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20'-0"	20'-0"	
Overhead Wires	21'-6"	21'-6"	21'-6"	21'-6"	21'-6"	

Cross Street, Dahlia Street to Peoria Street						
Design Element	Dahlia Street	Holly Street	Monaco Street	Quebec Street	Peoria Street	Remarks
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17'-6"	17'-6"	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10'-0"	10'-0"	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges
- 4 - Lane widths on bridge structures shall be in accordance with the Structure Typical Sections provided in Schedule 10B Contract Drawings
- 5 - Provide for on-street parking per CCD Standard 5.1
- 6 - Local Agency Roadways shall provide a minimum grade of 0.7%, though flatter grades of no less than 0.5% may be approved at the discretion of the Public Works Engineering, Regulatory & Analytics Office within CCD

Design Element	46 <sup>th</sup> Avenue Brighton Blvd to York Street	46 <sup>th</sup> Avenue York Street to Steele Street	46 <sup>th</sup> Avenue/Stapleton Drive Steele Street to Quebec Street	Local Road	UPRR Sidewalk	Remarks
Standards Applied	Denver	Denver	Denver	Denver	Denver	
<b>General</b>						
Roadway Classification	Collector	Local	Collector	Access	Sidewalk	
Posted Speed Limit (MPH)	35	30	35	25	N/A	
Design Speed (MPH)	35	30	35	25	N/A	
Design Vehicle <sup>8</sup>	WB-67	WB-67	WB-67	SU-30	N/A	
<b>Horizontal Alignment Criteria</b>						
Curve Radius (Feet) - Minimum	510	333	510	198	N/A	
Stopping Sight Distance at Design Speed (Feet) - At level grade	250	200	250	155	N/A	
Cross Slope	2%	2%	2%	2%	2%	
Superelevation (e max)	NC	NC	NC	NC	N/A	
Number of Thru Lanes	2	2	2	2	N/A	
Minimum Lane Widths (Feet) – to edge of pan <sup>4, 5</sup>	12	12 <sup>6</sup>	12	10-16	N/A	
<b>Vertical Alignment Criteria</b>						
K-Values						
Crest Vertical Curve	29	19	29	12	N/A	
Sag Vertical Curve	49	37	49	26	N/A	
Grade						
Maximum	6%	3%	3%	3%	ADA	
Minimum <sup>7</sup>	0.7%	0.7%	0.7%	0.7%	ADA	
Maximum at railroad crossings	0.1%	0.1%	0.1%	0.1%	N/A	
<b>Vertical Clearance at Structures - Minimum</b>						
Highways/Streets Over Highway/Street	16'-6"	16'-6"	16'-6"	16.5	16.5	
UPRR/BNSF under Highway/Street	23'-4"	23'-4"	23'-4"	23'-4"	23'-4"	
UPRR/BNSF over Highway/Street <sup>1</sup>	16'-6"	16'-6"	16'-6"	16.5	16.5	
UPRR/BNSF over Highway/Street <sup>2</sup>	17'-6"	17'-6"	17'-6"	17.5	17.5	

Design Element	46 <sup>th</sup> Avenue Brighton Blvd to York Street	46 <sup>th</sup> Avenue York Street to Steele Street	46 <sup>th</sup> Avenue/Stapleton Drive Steele Street to Quebec Street	Local Road	UPRR Sidewalk	Remarks
UPRR/BNSF over Highway/Street <sup>3</sup>	20'-0"	20'-0"	20'-0"	20.0	20.0	
Overhead Wires	21'-6"	21'-6"	21'-6"	21.5	21.5	
Pedestrian/Utilities/Sign Structures over Highway/Street	17'-6"	17'-6"	17'-6"	17.5	17.5	
Bridge Structure over Sidewalk	10'-0"	10'-0"	10'-0"	10.0	10.0	

- 1 - Steel superstructure with 5 or more beams or 4 or more deck plate girders per track
- 2 - Concrete superstructure or steel through plate girder with bolted bottom flanges
- 3 - Steel through plate girders without bolted bottom flanges
- 4 - Lane widths on bridge structures shall be in accordance with the Structure Typical Sections provided in Schedule 10B Contract Drawings
- 5 - Provide for on-street parking per CCD Standard 5.1
- 6 - A 10 ft. lane (to edge of pan) is acceptable for all non-center turn lanes, where constrained by ROW
- 7 - Local Agency Roadways shall provide a minimum grade of 0.7%, though flatter grades of no less than 0.5% may be approved at the discretion of the Public Works Engineering, Regulatory & Analytics Office within CCD
- 8 - Cross streets control turning movements at intersection with 46<sup>th</sup> Avenue and Stapleton Drive, use 46<sup>th</sup> Avenue and Stapleton Drive design vehicle for thru traffic

**Appendix B**  
**Denver Planned Projects**

**Funded**

Martin Luther King Roadway (Havana to Peoria)  
Central Park Boulevard (40th Avenue to 56th Avenue)  
Brighton Blvd. 29th to 44th  
UPRR Yard and Office Improvements (around 38th Street)  
38th & Blake Roadway and Sidewalk Improvements  
33rd Street Outfall  
35th Street Ped Bridge over Platte River  
Festival (between 33rd and 35th) & 33rd Streets (between Brighton and the river)

**Unfunded 2015-2020**

Globeville-Elyria Swansea Rec Center Improvements  
RiNO Park  
Brighton Blvd 44th to Race  
National Western Center Master Plan Improvements  
Safety Training Facility (near 31st & the river)  
Public Works Solid Waste Facility (NE Denver - location unknown)  
Police District Station 5 Replacement (at current location at 46th & Peoria or elsewhere in NE Denver)  
Swansea Rec Center Enhancements  
Parks Maintenance Facility (Smith & Havana)  
56th Avenue Reconstruction, Havana to Pena  
Washington Street - 47th to 52nd Reconstruction  
35th Street from Arkins to Wazee  
Blake Street (38th Street to Broadway) Two-Way Conversion  
Central Park Boulevard Widening (36th Avenue to I-70)  
Quebec Reconstruction (35th to 53rd Place)  
40th Avenue Widening (Central Park to Havana)  
City Park Roadway Reconstruction  
Broadway Corridor Multi-Modal Improvements (Colfax to I-25)  
38th & Blake Station Signalization and Multi-Modal Improvements  
21st Street/Festival Street - Blake to Lawrence  
Globeville Elyria-Swansea Pedestrian Connectivity Improvements  
47th & York Ped Bridge  
RiNo Ped Bridge (S. Platte River)  
NE Quadrant Transit Improvements  
City Park Playground and Ped Circulation  
Swansea Neighborhood Park Improvements (52nd & Steele)  
Elyria Park Improvements  
Heron Pond/Northside Park/52nd & Emerson Infrastructure  
Ongoing Local Roadway Improvements and Development north of I-70 in Stapleton, from I-70 to City Limits

Havana Street from Smith Road to Florence  
Westerly Creek North and Sand Creek Channel and Park Improvements (Stapleton)  
Smith Road Construction From Sand Creek to Havana (Stapleton)  
Central Park Boulevard (56th Avenue north to City Limits)  
Urban Greenway Corridor North (River North) Trail Improvements

**Unfunded 2020-2026**

New Northfield (Stapleton) Fire Station at 51st & Beeler  
Police District 6 Station Replacement (1566 N. Washington)  
County Jail Improvements (Havana & Smith Road)  
Brighton Blvd./Race Street BNSF Underpass  
Brighton Blvd./York BNSF Underpass  
48th & Holly Roadway Expansion  
47th & York Long-Term Improvement  
40th & Colorado Station Area Connectivity  
Brighton Boulevard - Northern Section and RR Bridge at Race  
Court  
38th Avenue Intersection and Pedestrian Improvements  
31st Street Bike-Ped Bridge  
Platte River Enhancements (Confluence Park to I-70)  
Platte River Enhancements (I-70 to City Limits)  
River Promenade (River North) 29th to 38th

## 10. RAILROADS

### 10.1. General

10.1.1. This Section sets out the roles and responsibilities of the Developer, the Department, and the Railroads with respect to the requirements applicable to Construction Work performed on, over, under and/or adjacent to Railroad right-of-way, including track, ballast, structures and signals required for the Project.

#### 10.1.2. UPRR Crossing

- a. Existing conditions have the I-70 Mainline passing over the UPRR on a viaduct built in the early 1960's, while 46<sup>th</sup> Avenue passes under the UPRR via a grade separation structure built in 1939. The Construction Work includes bridge demolition, bridge construction, trackwork, Railroad signalization, I-70 Mainline and appurtenances construction, and Utility Work;
- b. The UPRR RRA reflects UPRR approval of:
  - i. 100% temporary and permanent trackwork design and construction phasing for the UPRR Crossing (100% UPRR Trackwork Plans) which the Developer shall not be permitted to amend;
  - ii. 30% design for the Construction Work on UPRR right-of-way including I-70 Mainline and the bridges that carry the trackwork and service road (30% UPRR Crossing Plans). The Developer shall complete the design and coordinate with UPRR to obtain approval of the 100% UPRR Crossing Plans;
- c. UPRR shall be responsible to provide all Railroad flagging and Railroad signalization. UPRR trackwork responsibilities shall consist of all track shifts and associated ballast work, and all track tie-in connections, including track and ballast work, that connects to existing track or new Developer constructed track, and any additional work specified in Section 10.4.9 as UPRR's responsibility;
- d. The Developer shall be responsible for all other Elements of the UPRR Crossing, including but not limited to construction of I-70 Mainline and appurtenances, bridge construction, shoring, grading, all trackwork and ballast placement for track outside the 13 foot clear point as defined in the 100% UPRR Trackwork Plans, and all related Utility Work within and outside the UPRR ROW, and any additional work specified in Section 10.4.9 as the Developer's responsibility. It shall be the Developer's responsibility to coordinate the scheduling of all separate Railroad Forces required for the performance of all Construction Work related to the UPRR Crossing;
- e. The Department shall pay UPRR directly for their trackwork, ballast and Railroad signalization work. The Developer shall pay for all other costs of the UPRR Work (including associated flagging costs) directly to UPRR. Cost responsibilities of the Department to UPRR are further identified in the UPRR RRA included in the Reference Documents; and
- f. The UPRR approved 30% UPRR Crossing Plans, and the UPRR approved 100% UPRR Trackwork Plans are included in the Reference Documents.

#### 10.1.3. UPRR Pepsi Lead Crossing

- a. Existing conditions have the UPRR Pepsi Lead Crossing Brighton Boulevard at-grade south of the I-70 Mainline. The Construction Work includes expansion of the existing at-grade crossing for the addition of a traffic lane and new traffic signal along Brighton Boulevard;
- b. The UPRR Pepsi Lead RRA reflects UPRR approval of 30% design for the Construction Work on UPRR right-of-way including the at-grade crossing modification (30% UPRR Pepsi Lead Crossing Plans). The Developer shall complete the roadway design and coordinate with UPRR to obtain approval of the 100% UPRR Pepsi Lead Crossing Plans;

- c. UPRR shall be responsible for providing all Railroad flagging, at-grade crossing modification, and Railroad signalization, including a new Railroad signal bungalow;
- d. The Developer shall be responsible for all other Elements of the UPRR Pepsi Lead Crossing, including but not limited to related Utility Work, repair of roadway approaches to at-grade crossing, roadway widening, sidewalk, traffic signalization, signalization interconnect to Railroad signal bungalow, and a stormwater detention facility, and any additional work specified in Section 10.4.10 as the Developer's responsibility. The Developer shall coordinate the scheduling of all separate Railroad Forces required for the performance of all Construction Work related to the UPRR Pepsi Lead Crossing;
- e. The Department shall pay UPRR directly for the at-grade crossing modification and Railroad signalization (including the new Railroad signal bungalow). The Developer shall pay for all other costs of the UPRR Work (including associated flagging costs) directly to UPRR. Cost responsibilities by the Department to UPRR are further identified in the UPRR Pepsi Lead RRA included in the Reference Documents; and
- f. The UPRR approved 30% UPRR Pepsi Lead Crossing Plans are included in the Reference Documents.

#### 10.1.4. UPRR York Street Crossing

- a. Existing conditions have the UPRR York Street Crossing at-grade with mainlines and yard lead tracks. The Construction Work includes widening York Street as it crosses the UPRR tracks to add a southbound left-turn lane and signalized intersection at 47<sup>th</sup> Avenue. In addition, reconstruction of the pedestrian crossing will be required and railroad warning devices must be replaced with an interconnected preemption signalized system;
- b. The UPRR York Street Crossing RRA reflects UPRR approval of 30% design for the Construction Work on UPRR property including the at-grade crossing modification (30% UPRR York Street Crossing Plans). The Developer shall complete the roadway design and coordinate with UPRR to obtain approval of the 100% UPRR York Street Crossing Plans;
- c. UPRR shall be responsible for providing all Railroad flagging and at-grade crossing modification including crossing panels to be installed during the UPRR Crossing construction, and at-grade warning device signalization;
- d. The Developer shall be responsible for all other Elements of the UPRR York Street Crossing, including but not limited to related Utility Work and construction of the roadway, sidewalk, traffic signalization, and signalization interconnect to Railroad signal bungalow, and any additional work specified in Section 10.4.11 as the Developer's responsibility. The Developer shall coordinate the scheduling of all separate Railroad Forces required for the performance of all Construction Work related to the UPRR York Street Crossing;
- e. The Department shall pay UPRR directly for the at-grade crossing modification (including the crossing panels) and Railroad signalization. The Developer shall pay for all other costs of the UPRR Work (including associated flagging costs) directly to UPRR. Cost responsibilities by the Department to UPRR are further identified in the UPRR York Street Crossing RRA included in the Reference Documents; and
- f. The UPRR approved 30% UPRR York Street Crossing Plans are included in the Reference Documents.

#### 10.1.5. BNSF Crossing

- a. Existing conditions have the I-70 Mainline passing over the BNSF on a viaduct built in the early 1960's, while the BNSF crosses 46<sup>th</sup> Avenue at-grade to service two businesses on the south side of the I-70 Mainline; Manna Pro Products and Weakland Investments, LLC (RLW Sand Storage). The Construction Work includes bridge construction, at-grade crossings with 46<sup>th</sup> Avenue, trackwork, traffic signalization, signalization interconnect to

Railroad signal bungalow, and coordination with Manna Pro and Weakland Investment's restorative improvements within the yard;

- b. The BNSF RRA reflects BNSF approval of:
  - i. 100% temporary and permanent trackwork design and construction phasing for the BNSF Crossing (100% BNSF Trackwork Plans);
  - ii. 30% design for the Construction Work on BNSF right-of-way including I-70 Mainline and appurtenances construction including the bridge that carries the trackwork (30% BNSF Crossing Plans). The Developer shall complete the design and coordinate with BNSF to obtain approval of the 100% BNSF Crossing Plans;
- c. The track responsibility demarcation is defined in the 100% BNSF Trackwork Plans. The following responsibilities shall apply to the Construction Work for this crossing:
  - i. North and south of demarcation, BNSF shall be responsible for all Railroad flagging;
  - ii. North of the demarcation, BNSF shall be responsible for trackwork, ballast, Railroad at-grade crossings, lights and gates warning devices, and Railroad signalization;
  - iii. North of the demarcation, Developer shall be responsible for all other Elements of the BNSF Crossing, including but not limited to traffic control, construction of I-70 Mainline and appurtenances, bridge construction, shoring, grading, subgrade and subballast placement, traffic signalization, signalization interconnect to Railroad signal bungalow, and related Utility Work, and any additional work specified in Section 10.4.12 as the Developer's responsibility. It shall be the Developer's responsibility to coordinate the scheduling of all separate Railroad Forces required for the performance of all Construction Work related to the BNSF Crossing;
  - iv. South of the demarcation, the Developer shall be responsible for all grading, drainage, trackwork, and ballast construction within the BNSF right-of-way and private properties, including connections to exiting track and industry facilities, and any additional work specified in Section 10.4.12 as the Developer's responsibility. Manna Pro and Weakland Investments will be responsible for procurement and coordination of modifications of their facilities to accommodate the new track geometry. Cost responsibilities of the Department to Manna Pro and Weakland Investments are further identified in the Right-of-Way Agreements included in the Reference Documents;
- d. The Department shall pay BNSF directly for all of the temporary trackwork, and north of the demarcation for permanent trackwork, ballast, at-grade crossings with 46<sup>th</sup> Avenue, lights and gates warning devices, and Railroad signalization. The Developer shall pay for all other costs of the BNSF Work (including associated flagging costs) directly to BNSF. Cost responsibilities of the Department to BNSF are further identified in the BNSF RRA included in the Reference Documents; and
- e. The BNSF approved 30% BNSF Crossing Plans, and the BNSF approved 100% BNSF Trackwork Plans are included in the Reference Documents.

#### 10.1.6. DRIR Crossing

- a. Existing conditions have the I-70 Mainline passing over a single track from the DRIR Silver Yard on a bridge built in the early 1960's. The Construction Work includes reconstruction of the existing I-70 bridges over the DRIR, and construction of two additional bridges to carry Quebec eastbound exit ramp and N Stapleton Drive traffic;

- b. The DRIR RRA reflects DRIR approval of 30% design for the Construction Work on DRIR Right-of-Way, including the bridges that carry the I-70 Mainline, N Stapleton Drive and Quebec eastbound exit ramp over DRIR (30% DRIR Crossing Plans). The Developer shall complete the design and coordinate with DRIR to obtain approval of the 100% DRIR Crossing Plans;
- c. DRIR shall be responsible to provide all Railroad flagging;
- d. The Developer shall be responsible for all other Elements of the DRIR Crossing, including but not limited to traffic control, construction of I-70 Mainline and appurtenances, the bridge demolition, bridge construction, shoring, grading, and related Utility Work, and any additional work specified in Section 10.4.13 as the Developer's responsibility. The Developer shall be coordinate the scheduling of all separate Railroad Forces required for the performance of all Construction Work related to the DRIR Crossing;
- e. The Developer shall pay for all costs of the DRIR Work (including associated flagging costs) directly to DRIR. Cost responsibilities are further identified in the DRIR RRA included in the Reference Documents; and
- f. The DRIR approved 30% DRIR Crossing Plans are included in the Reference Documents.

## **10.2. Applicable Standards**

- 10.2.1. The design and construction of Construction Work shall be in accordance with the relevant Railroad's written specifications, standards of practice, and construction methods. The Developer shall obtain required written specifications, standards of practice, and construction methods from the Railroads. In the event of a conflict between the requirements of a Railroad and the requirements of the Project Agreement, the Department, at its sole discretion, will determine which shall govern. The Developer shall be responsible for resolution of any unresolved ambiguity prior to proceeding with any Construction Work.
- 10.2.2. The Developer shall comply with the requirements of the applicable RRA in performing the Construction Work.
- 10.2.3. The Developer shall abide by and comply with the standards and requirements of the Colorado Public Utilities Commission (PUC) in performing the Construction Work.
- 10.2.4. The Developer shall comply with all rules and regulations prescribed by the Railroads as to the proper manner of protecting the tracks (and the traffic moving thereon), and other property of the Railroads or their tenants at and in the vicinity of the Site during the time any Construction Work is being performed. Compliance with Railroad rules and regulations shall include execution of contractor's right-of-entry agreements and Permits required by the Railroads.
- 10.2.5. The Developer shall comply with the standards and requirements of the Local Agency in performing the Construction Work.

## **10.3. Administrative Requirements**

- 10.3.1. The following individuals will act as the Developer's main contacts with each of the Railroads:
  - a. UPRR  
Mr. Lance Kippen  
Manager of Public Projects  
Union Pacific Railroad  
1400 W. 52nd Avenue  
Denver, CO 80221  
Phone: 303-405-5039  
Email: LKippen@up.com

b. BNSF  
Mr. Bentley Tomlin  
Manager of Public Projects  
BNSF Railway  
4515 Kansas Avenue  
Kansas City, KS 66106  
Phone: (913) 551-4964  
Email: Bentley.Tomlin@bnsf.com

c. DRIR  
Mr. Forrest Mars  
Vice President  
Denver Rock Island Railroad  
3400 E. 56th Avenue  
Denver, CO 80221  
Phone: 303-296-0900  
Email: ringo.mars@denverrockisland.com

10.3.2. The Developer shall meet with the Department and each of the Railroads as soon as practicable after the Agreement Date to discuss all Railroad points of concern and other items that may affect the Project Schedule. The Developer shall identify critical Activities and sequences as they affect Railroad operations, and shall plan to effectively mitigate Railroad impacts.

10.3.3. Before commencing Construction Work on Railroad right-of-way, the Developer shall enter into a right-of-entry agreement with each of the Railroads. All costs associated with applying for and complying with such right-of-entry agreements and associated Permits, including required insurance coverage, clerical, administrative, and handling expenses in connection with the processing of such agreements and Permits, shall be borne by the Developer.

10.3.4. Railroad Insurance

The Developer shall comply with the provisions for Railroad insurance as specified in the executed right-of-entry agreement with the Railroads and in the terms and conditions of the Project Agreement.

10.3.5. Railroad Flagging and Inspection

a. Any Construction Work or equipment that could potentially fall within 25 feet of the centerline of an active track shall require a Railroad flagger. The Developer shall notify the Railroad, in accordance with the executed right-of-entry agreement with the Railroad, to arrange for required flagging services. The Developer shall provide an advance notice, as specified in the executed right-of-entry agreement, to the Railroad for the need of Railroad flagger services. The Developer shall be responsible to appropriately notify the Railroad regarding flagging start and end dates for work on the Railroad right-of-way. The Developer shall provide advance notice, as specified in the executed right-of-entry agreement, to the Railroad when all Construction Work on the Railroad right-of-way is scheduled for completion to provide for termination of Railroad flagger services;

b. During the period of construction, all flagging and protective services shall be performed strictly in accordance with directives and instructions issued by the applicable Railroad. The Developer shall confer with the Railroads for the times, locations, and manner of such protective measures. The Developer shall include the Railroad flaggers in all its regularly scheduled safety meetings;

c. The Railroad may utilize independent consultant services to inspect and verify that any and all Construction Work on Railroad right-of-way is being undertaken in accordance with Railroad safety requirements. Failure to comply with Railroad safety requirements may result in the Railroad issuing a stop work order;

- d. Costs for Preliminary Engineering, Flagging, Inspection and Design Reviews
  - i. Before submitting design plans to the Railroad for approval, the Developer shall enter into a preliminary engineering review agreement with the respective Railroad for design review costs;
  - ii. Except to the extent the Department is responsible for such costs pursuant to Sections 10.1.2.e, 10.1.3.e, 10.1.4.e and 10.1.5.d, the Developer shall be responsible for the cost of Railroad flagging, Railroad inspection, Railroad placement and maintenance of temporary crossings and service roads, Railroad right-of-entry agreements, permitting and coordination fees, Railroad design plan review costs, and other Railroad related costs. The estimated cost for one flagger ranges between \$800 - \$1,600 for an eight hour basic day with time and one-half or double time for overtime, rest days and holidays. Work days longer than eight hour days, and double shifts will require the utilization of additional Railroad flaggers. The flagging costs, provided in the RRAs, shall be understood to be approximate only, and no guarantee is made that the total cost of such flagging will not be in excess of the estimated amount;
  - iii. Notwithstanding the rates specified above in this Section, the rates of pay of the Railroad employees customarily called upon to act for the protection of the Railroad shall be the Railroad rates in effect at the time of the Construction Work for the various classes of labor. Compensation, property damage and public liability insurance, vacation and holiday time, Railroad retirement and unemployment taxes, health and welfare, and supervision charges shall be added to such rates; and
- e. The Developer shall accommodate any and all requests made by the Railroads that serve the purpose of avoiding hazards to Railroad property and/or operations. Neither the Railroads nor the Department have any liability to the Developer for costs or delays associated with such Construction Work stoppage or requirements associated with avoidance of hazardous situations.

#### 10.3.6. Design Reviews

- a. The applicable Railroad will approve design plans for the Construction Work to be performed by the Developer on the Railroad right-of-way. Railroad reviews are separate and independent from submittals required to be made to the Department. The Developer shall coordinate the required Railroad submittals to the Railroads for approval via the appropriate Railroad main contact;
- b. The Developer shall obtain Railroad approval of design plans in writing for all of the design Elements of the Construction Work within or crossing the Railroad right-of-way prior to initiation of construction.

10.3.7. If the Developer is employed upon or directly adjacent to the Railroad right-of-way and performs the Construction Work thereon contrary to the Railroad-approved plans, specifications, and requirements of the Project Agreement or applicable RRA, or if the Developer performs the Construction Work on the Railroad right-of-way in a manner deemed hazardous by the Railroad (to its property and facilities or the safe and expeditious movement of its traffic), the Railroad will have the right to stop all Construction Work on the Railroad right-of-way until the acts or omissions of the Developer have been fully rectified to the satisfaction of the Railroad.

10.3.8. The Developer shall be responsible to the Railroad and its tenants for all damages for delays that may be sustained by the Railroad, its tenants, their employees, or freight in their care caused by interference that could have been avoided by performance of the Construction Work in accordance with the requirements of the Project Agreement and the applicable RRA.

10.3.9. All of the limitations and obligations imposed upon the Developer by this Section shall apply with equal force and effect to any Subcontractor performing any Construction Work for the Developer within the Railroad right-of-way. The Developer shall be primarily liable and responsible to the

Railroad for all acts or omissions of any Subcontractor. Nothing herein contained shall be construed to preclude the Railroad from proceeding against the Developer, subcontractors, suppliers, or consultants individually or collectively.

- 10.3.10. The Developer shall not pursue any levies, liens, or encumbrances of any nature whatsoever against Railroad property, and shall promptly remove any lien against Railroad property arising from performance of Construction Work hereunder by the Developer or any Subcontractor.
- 10.3.11. The cost of all personnel deemed necessary by the Railroad and provided by the Railroad for the protection of the Railroad facilities and trains during the period of Construction Work, and the cost of installing protective devices in the case of impaired clearance, as above specified, shall be borne by the Developer.
- 10.3.12. The requirements of the Railroads and the instructions of their representatives shall be strictly adhered to by the Developer, and its Subcontractors. At the request of the Railroads, the Developer shall remove from the Railroad right-of-way any employee of the Developer or any Subcontractor who fails to conform to the instructions of a Railroad's representative. All Construction Work on the Railroad right-of-way shall be suspended until such request of the Railroad is met. The Developer shall indemnify the Railroad against any claim arising from the removal of any such employee from the Railroad premises.
- 10.3.13. Railroads are not responsible for Utilities on Railroad right-of-way. The Developer shall identify and locate all existing Utilities on Railroad right-of-way within the immediate vicinity of the Construction Work. The Developer shall certify to the Railroad that all the Utilities on Railroad right-of-way and within the immediate vicinity of the Construction Work have been identified, located and properly addressed for Utility Work.

#### **10.4. Construction Requirements**

- 10.4.1. The Developer shall coordinate with the Railroad prior to beginning any construction on or directly adjacent to the Railroad right-of-way. The Developer shall schedule and hold a Railroad pre-construction conference with the affected Railroad. Working windows for demolition and construction shall be coordinated with the Railroads and Railroad flaggers.
- 10.4.2. The Developer shall coordinate with the Railroad to establish a schedule for the start and anticipated completion of all construction work to be undertaken by the Railroad.
- 10.4.3. The Developer shall obtain Railroad approval in writing, in advance of construction Activities, on methods and procedures for all Construction Work.
- 10.4.4. Upon completion of the Construction Work to be performed within or directly adjacent to Railroad right-of-way, the Developer shall promptly remove from Railroad right-of-way all tools, equipment, and materials placed thereon by the Developer. The Developer shall restore said property to the same state and condition as when the Developer entered thereon and shall leave said right-of-way in a clean and presentable condition satisfactory to the Railroad.
- 10.4.5. The Developer shall perform Construction Work in accordance with plans and specifications approved by the Railroad and in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of the Railroad and the traffic moving on such tracks, as well as wires, signals, and other property of the Railroad, its tenants or licensees, at or in the vicinity of the Construction Work. The Developer shall not pile or store any materials, tools, or park any equipment, when not in use, closer to the center of nearest Railroad track than permitted by the following clearances:
- a. 25 feet, 0 inches horizontally from centerline of the nearest rail; and
  - b. 23 feet, 6 inches vertically above top of rail.

Any proposed variance of the above clearances shall be submitted by the Developer to the Railroad, the PUC (if applicable), and to the Department. The variance shall not be undertaken until approved by the Railroad and until the Department has obtained necessary authorization from all governmental bodies having jurisdiction.

- 10.4.6. If required, temporary at-grade crossings with the Railroad tracks or service roads within Railroad right-of-way will be constructed by the relevant Railroad Forces. If required, the Developer shall execute a Temporary Crossing Agreement with the Railroad. The Developer shall only enter Railroad right-of-way through routes approved by the applicable Railroad. The Developer shall maintain any such crossings so established in good condition at all times; shall keep flange-ways free of ice, snow, dirt, rock and debris; and shall install, operate, maintain and remove in a manner satisfactory to the Railroad suitable gates or barricades adequate to prevent unauthorized vehicles or equipment from using such temporary crossings. All costs and expenses for installation, maintenance, and operation of any such crossings and barricades, whether performed by the applicable Railroad or by the Developer, shall be borne by the Developer. The Developer shall not, at any time, cross a Railroad's tracks with vehicles or equipment of any kind, except at existing public crossings or at crossings established, as provided for in this Section 10.
- 10.4.7. The Developer shall provide positive drainage along the Construction Work at all times for the duration of the Project.
- 10.4.8. Developer shall provide traffic control for construction by the Railroad Forces.
- 10.4.9. UPRR Crossing
- a. The UPRR mainlines, yard track, lead track and Railroad signalization shall be reconstructed in accordance with the 100% UPRR Trackwork Plans and construction phasing design. Track shooflies and other temporary track, as set forth in the 100% UPRR Trackwork Plans, shall be constructed to move rail traffic away from new bridge construction while maintaining connectivity and operations of all mainline and yard tracks;
  - b. The Developer shall provide the following Construction Work Elements in accordance with the requirements of the Project Agreement and the UPRR RRA:
    - i. Existing UPRR bridge demolition;
    - ii. UPRR bridges over the I-70 Mainline, 46<sup>th</sup> Avenue, and sidewalks;
    - iii. Temporary crash walls for the protection of the existing Viaduct piers that encroach on relocated tracks;
    - iv. Temporary and permanent ballast and trackwork outside the 13 foot clear point of existing track as identified in the 100% UPRR Trackwork Plans;
    - v. Repair of York Street roadway approaches to at-grade crossing work;
    - vi. Service road approaches providing a minimum 12' wide driving surface;
    - vii. Grading, drainage and subballast for all temporary and permanent track;
    - viii. Relocation of Utilities across the UPRR bridges in accordance with Schedule 10, Section 4 Utilities.
  - c. During the UPRR bridge construction, the Developer shall provide a temporary 12 foot wide minimum service road crossing under the existing I-70 viaduct until the permanent service road and bridge can be placed in service;
  - d. Temporary and permanent trackwork and Railroad signalization are required to construct the UPRR Crossing over the Lowered Section;
  - e. Temporary and permanent track shifts, track tie-ins and associated ballast identified in the 100% UPRR Trackwork Plans will be constructed by the UPRR;
  - f. All temporary and permanent electronic train management system infrastructure will be constructed and maintained by the UPRR;
  - g. The Developer shall maintain existing Railroad operations, without any closures, at all times; and

- h. Refer to Schedule 10, Section 13 Structures for requirements and coordination, as it relates to the UPRR Railroad and service road bridges.

#### 10.4.10. UPRR Pepsi Lead Crossing

- a. The UPRR Pepsi Lead Crossing track and roadway shall be protected, and the at-grade crossing with Brighton Boulevard modified while maintaining connectivity and operations of the existing track and roadway;
- b. The Developer shall provide the following Construction Work Elements in accordance with the Project requirements of the Project Agreement and the UPRR Pepsi Lead RRA:
  - i. Modification of Brighton Boulevard roadway and sidewalk approaches to the at-grade crossing;
  - ii. Replacement of CCD owned traffic signal including poles, heads and controller, and reestablishment of interconnect to UPRR signalization;
  - iii. Relocation of Utilities in accordance with Schedule 10, Section 4 Utilities;
- c. At-grade crossing shall meet the requirements of Americans with Disabilities Act (ADA) *Accessibility Guidelines*; and
- d. The Developer shall maintain existing Railroad operations, without any closures, at all times.

#### 10.4.11. UPRR York Street Crossing

- a. The York Street widening and at-grade crossing improvements shall not be constructed prior to completion of the UPRR Crossing track reconstruction work. All UPRR track, regardless of construction status shall be protected, and the at-grade crossing with York Street modified as part of the York Street widening construction work. The Developer shall maintain connectivity and operations of all track and roadway;
- b. The Developer shall provide the following Construction Work Elements in accordance with the Project requirements of the Project Agreement and the UPRR Crossing York Street RRA:
  - i. Modification of York Street roadway and sidewalk approaches to the at-grade crossing;
  - ii. Installation of CCD owned traffic signal including poles, heads and controller, and establishment of preemption system and interconnect to UPRR signalization;
  - iii. Relocation of Utilities in accordance with Schedule 10, Section 4 Utilities;
- c. Warning devices for roadway at-grade rail crossings shall be installed by UPRR;
- d. The Developer shall maintain York Street pedestrian access across the tracks at all times during construction.

#### 10.4.12. BNSF Crossing

- a. The BNSF Market Lead track shall be reconstructed in accordance with the 100% trackwork design and construction phasing design. Unless otherwise approved by the Department and the BNSF, a track shoofly and temporary yard track, as defined in the 100% design, shall be constructed to move rail traffic away from new bridge construction while maintaining connectivity and freight rail delivery to Manna Pro Products and RLW Sand Storage operations;
- b. The Developer shall provide the following Construction Work Elements in accordance with the requirements of the Project Agreement and the BNSF RRA:
  - i. BNSF bridge over the I-70 Mainline;

- ii. Grading, drainage and subballast for permanent track north of the demarcation; and
- iii. Grading, drainage, subballast and ballast, and all permanent trackwork south of the demarcation;
- iv. Grading, drainage and subballast for all temporary track; and
- v. Relocation of Utilities in accordance with Schedule 10, Section 4 Utilities.
- c. Warning devices for roadway at-grade rail crossings shall be installed by BNSF north of the demarcation referenced in Section 10.1.5.c;
- d. At-grade crossings shall meet the requirements of Americans with Disabilities Act (ADA) *Accessibility Guidelines*; and
- e. Refer to Schedule 10, Section 13 Structures for requirements and coordination, as it relates to the BNSF Railroad bridge.

#### 10.4.13. DRIR Crossing

- a. The DRIR Track shall be protected, the existing bridge demolished, and the I-70 Mainline, Quebec Street ramps, and Stapleton Drive North bridges constructed while maintaining connectivity and operations of the existing track;
- b. The Developer shall provide the following Construction Work Elements in accordance with the requirements of the Project Agreement and the DRIR RRA:
  - i. Existing bridge demolition;
  - ii. Reconstruction of eastbound and westbound I-70 bridges over the DRIR track;
  - iii. Construction of new Quebec Street eastbound exit ramp bridge and N Stapleton Drive bridge over the DRIR track;
  - iv. Grading and drainage;
  - v. Relocation of Utilities in accordance with Schedule 10, Section 4 Utilities;
- c. Horizontal openings under each bridge should accommodate a future parallel track east of the existing DRIR Lead Track; and
- d. Refer to Schedule 10, Section 13 Structures for requirements and coordination, as it relates to the DRIR Railroad bridge.

#### 10.4.14. Subgrade Cross Slope and Track Superelevation

- a. All new and reconstructed track sections shall be designed and constructed with subgrade/subballast cross slopes in accordance with the requirements of the applicable Railroad and 100% approved design;
- b. Superelevation shall be applied to mainline track only, unless otherwise directed by the applicable Railroad. Superelevation rate and transition length for mainline track reconstruction shall be in accordance with the 100% approved design;
- c. Ballast Slopes (Track Roadbed)
  - i. Ballast slopes shall be constructed in accordance with 100% approved design or as specified by the applicable Railroad's standards;
  - ii. Ballast roadbed areas shall be constructed with ditches, underdrains and storm sewer as necessary to direct drainage away from the track roadbed;
- d. Cut slopes beyond the trackside ditch shall be constructed in accordance with 100% approved design or as specified by the applicable Railroad's standards; and
- e. All cut slopes shall be rounded at their matches to existing ground.

#### 10.4.15. Colorado Public Utilities Commission Approvals

- a. All new, modified, and/or reconstructed at-grade crossings, grade separated railroad/highway crossings, and pedestrian crossings of commercial rail lines will require approval of the Colorado Public Utilities Commission (PUC). Locations anticipated to require PUC approval are:
  - i. I-70 restriping over BNSF and RTD near Washington Street (DOT#245-273X);
  - ii. UPRR Crossing (DOT# 804-269C & 804-266G);
  - iii. UPRR Pepsi Lead Crossing (DOT# 804-379K);
  - iv. UPRR York Street Crossing (DOT# 804-422R);
  - v. BNSF Crossing (DOT# 057-038G);
  - vi. DRIR Crossing (DOT# 594-977N);
  - vii. I-70 restriping over UPRR Arsenal Lead near Havana Street (DOT# 804-689G);
- b. In accordance with PUC Regulations (4 CCR 723-7:7203), only the roadway or Railroad authority in highway-rail crossings may petition or apply to the PUC. The Department will apply in respect of the locations specified in Sections 10.4.15.a.i and vii above, and the Department and CCD will jointly apply in respect of the locations specified in Sections 10.4.15.a.ii, iii, iv, v, and vi above for the highway-rail crossing PUC authorizations necessary for the Project. The Developer shall support the Department in these efforts by the following:
  - i. The Developer shall be responsible for preparing all applications to be submitted to the PUC, including developing the application text and all supporting documentation, and preparing exhibits to the satisfaction of the PUC and for Approval by the Department;
  - ii. The Developer shall attend meetings with appropriately qualified staff and cooperate with the PUC as reasonably requested by the Department;
  - iii. The Developer shall obtain CCD approval (as applicable) of the proposed application in advance of any submittal to the PUC;
  - iv. The Developer shall prepare and coordinate any post application exhibits and/or information requested by the PUC, including providing technical expertise at any PUC legal proceedings, as requested by the Department; and
  - v. The Developer shall allow for appropriate PUC approval durations in the Project Schedule and shall provide the applications and supporting documentation in a timely fashion to the Department to prevent delays to the Construction Work. Any delays or increase in costs of the completion of the Project caused by the failure of or delay by the Developer to provide the PUC applications and supporting documentation to the Department shall be the responsibility of the Developer.

#### 10.4.16. Public Access

The Developer shall obtain CCD approval of the locations of any railroad maintenance access points taken from public ROW. Access location and gate location shall consider its relation to roadway traffic operations and ensure that railroad maintenance vehicles are stopped/parked outside of traffic lanes and pedestrian walks.

#### 10.4.17. Fencing

- a. The Developer shall provide temporary fencing as required to protect Railroad right-of-way from unauthorized access and cut-through traffic during construction. Temporary fence shall be of material, dimensions and placement that will prevent vehicle and

pedestrian entry. Gates for construction access shall be placed in locations designated in the Developer's plans and approved by the Railroad;

- b. At the discretion of the Railroad, the Developer shall provide permanent fencing of types, in accordance with Railroad standards and requirements, in the following locations:
  - i. UPRR right-of-way line north and south of proposed Railroad bridge;
  - ii. BNSF right-of-way line south of proposed 46<sup>th</sup> Avenue (east side only);
  - iii. BNSF right-of-way line north of proposed 46<sup>th</sup> Avenue;
  - iv. DRIR right-of-way line north and south of proposed I-70 Mainline;
  - v. UPRR right-of-way line south of the I-70 Mainline, between Havana Street and Peoria Street;
- c. The Developer shall provide gates in fences at locations and of width and type as approved by the Railroad for maintenance access; and
- d. All fencing materials, temporary and permanent, shall be selected in accordance with the guidelines established in Schedule 10, Section 14 Landscaping and Aesthetics.

**10.5. Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the timeframes specified:

**Table 10-1 Deliverables**

Deliverable	Information, Acceptance, or Approval	Schedule
Copies of Railroad notices, submittals, approvals, and correspondences	Information	Prior to RFC Documents
PUC applications (all locations)	Approval	Prior to RFC Documents

## **11. Signing, Pavement Markings, Signalization, and Lighting**

### **11.1. General**

The Developer shall be responsible for the design and installation of all permanent and temporary signing, pavement marking, signalization, and lighting Elements required for the Project. Permanent and temporary signing, lighting, and other traffic control devices shall be provided to facilitate and maintain the safe flow of traffic for the completed Construction Work elements for all phases of the Construction Work. The Developer shall replace existing signing and pavement markings outside of the Site that are rendered inaccurate, ineffective, or confusing by the Construction Work.

The Developer shall be responsible for maintenance of traffic signals and lighting in accordance with Schedule 11 Operations and Maintenance Requirements.

### **11.2. Applicable Standards**

11.2.1. Unless otherwise stated, the Construction Work requirements shall apply to permanent as well temporary signing, pavement marking, signalization and lighting. The design shall comply with the requirements of this Section and the Construction Standards.

11.2.2. The design shall include electrical designs and power requirements for the respective Construction Work Elements. The Developer shall comply with the Utility service requirements specified in Schedule 10, Section 4 Utilities and coordinate with the relevant electrical Utility companies and the ETC System Integrator to determine electric power requirements for the Construction Work.

11.2.3. Signing and pavement marking designs shall comply with the requirements of the CDOT Standard Specifications, *M & S Standard Plans*, *Sign Design Manual*, and the most current version of the Federal Highway Administration (FHWA) *Manual for Uniform Traffic Control Devices* (MUTCD). The requirements of the MUTCD shall include both the standard requirements and the guidance recommendations of the manual. The design shall address all necessary modifications to existing permanent signing inside and outside the Site.

11.2.4. Local Agency signing, pavement markings, and signals on Local Agency Roadways shall comply with the Local Agency standards.

### **11.3. Signing**

#### **11.3.1. Signing Design**

- a. Permanent signing shall include all necessary guide, warning, supplemental, tolling, informational, school zones, Railroad, and regulatory, etc., signs for the Project, including signing on adjacent Local Agency Roadways, arterials and highways outside the Site. These signs shall be required to be installed as new at the appropriate locations in coordination with the design and Accepted by the Department prior to installation;
- b. The local roads, arterials, and highways currently display existing signing to direct vehicles to I-70. These signs shall be modified or replaced to incorporate the new legend;
- c. The requirements of the MUTCD shall include both the standard requirements and the guidance requirements of the manual;
- d. The Interstate Access Request (IAR) includes the Phase 1 Signing and Striping Plan, which shows most Class III signs required outside of the Site. Signs shall be required to inform Tolloed Express Lane users on all the approaches from all directions of I-70, I-225, I-25 and interstate to interstate ramps. Any changes to the IAR, signing and striping plan requires approval by FHWA. The Developer shall be responsible to provide the Department with all documentation and information required to obtain the IAR approval.
- e. The Developer shall submit sign layouts for all special signs of any size to the Department for Acceptance;

- f. During the Construction Period the Developer shall re-set the existing permanent signs on the I-70 Mainline that display the LOGOS. The Developer shall coordinate with the contractor responsible for managing the LOGOS program for the correct placement of these signs. Contact information for the LOGOS program can be found at [www.colorado.interstatelogos.com](http://www.colorado.interstatelogos.com). At the end of the Construction Period these signs shall be incorporated into the Permanent Signing Plan at the direction of the LOGOS program manager following the Approval of the Department;
- g. The Developer shall coordinate with the Regional Transportation District (RTD) to replace wayfinding signs for RTD stops and stations in and outside the Site. If existing wayfinding signs require removal, alternative equivalent signs shall be replaced, as directed by RTD;
- h. Mile markers are required for the entire length of the Project and shall be displayed every 0.1 mile. In addition, delineators are required; Mile markers and delineators shall be installed in accordance with the Construction Standards;
- i. Signing designs shall include details of size, legend and locations of ground-mounted and overhead signs, dimensions of Class III sign supports, layouts/dimensions of all special signs, and structural and foundation requirements. Details to be submitted shall include structure cross sections, display signing mounting, hangers, equipment, control boxes, conduits, holes, hand holes, vertical clearances, the Right-of-Way (ROW) line, Utility conflicts, panel sizes, tolling attachments, Intelligent Transportation Systems (ITS) attachments, conduit locations, caisson foundation sizes and depths, shoulder, General Purpose Lane and Tolloed Express Lane widths, correct sign placement over each lane, direction, barrier protection type, station and offset, etc. Refer to Schedule 10, Section 13 Structures for requirements and coordination;
- j. Where CDOT sign structure standards cannot be met, the Developer shall submit alternative designs, such as custom designed monotube sign structures and foundations, for Approval. Permanent signage on Bridges shall not be hung from or be attached to the face of Bridge superstructures. Existing signs attached to Bridge superstructures shall be removed and replaced with monotube sign bridges or cantilever structures with new signs. Refer to Schedule 10, Section 13 Structures for requirements and coordination;
- k. The Developer shall mount all overhead signs along the I-70 Mainline with a minimum vertical clearance of 17.5 feet and a maximum of 18.5 feet measured from the roadway surface under the sign panels and/or electronic signs to the bottom of the Variable Message Sign (VMS), Variable Toll Message Sign (VTMS), lane use signal (LUS) or guide sign (whichever is lowest). Structure cross sections shall be submitted and display signing mounting, hangers, equipment, control boxes, conduits, holes, hand holes, vertical clearances and all dimensions. Refer to Schedule 10, Section 3 ITS and Tolling Equipment for requirements and coordination;
- l. Sign lighting on overhead guide signs shall not be permitted; and
- m. Unless stated otherwise, walkways shall not be permitted on overhead guide sign structures.

#### 11.3.2. Signing Materials

- a. The materials for sign posts for each class of sign shall comply with the respective requirements of the Construction Standards. The use of wood posts for mounting ground signs is not permitted and all Class I and Class II sign posts shall use schedule 80 in lieu of schedule 40 material;
- b. All Class I, II, and III ground signs shall include breakaway devices per CDOT *S-Standard Plans*. Guide signing on approaches to interstate interchanges on local and arterial roadways shall include advance entrance directional signing. On major cross streets that do not access the I-70 Mainline, supplemental I-70 directional route marker assemblies are required;

- c. Signs on Local Agency Roadways shall be per Local Agency standards for materials, except for Class III signs, which shall be per CDOT S-Standard Plans;
- d. Retroreflective sheeting shall be Type IV and Type XI as defined in the CDOT *Retroreflective Sheeting Materials Guide* and shall conform to Subsections 713.04 and 713.06 when applicable. For all permanent signs, the legend, borders, and background shall be Type XI. The retro reflective sheeting standards are subject to change and the most current type prior to manufacturing shall be used; and
- e. Re-use or resetting of any of the existing sign structures, ground signs, and their components shall not be permitted. All signs and structures shall be new and customized to fit the conditions of the construction.

11.3.3. Existing Signing

Prior to the issuance of NTP 2, the Developer shall submit an inventory of all existing signs within the Site, including all approaches, in Microstation format to the Department for Information. The Developer shall be responsible for the removal and disposal of the existing sign structures, ground-mounted signs, and delineators affected by the Construction Work.

**11.4. Pavement Marking**

11.4.1. Pavement Marking Design

- a. Pavement marking design shall include all striping required for center lines, edge lines, lane lines, channelization, gore areas, lane drops, merging lanes, chevrons, transition lanes, dotted lane extensions, Tolled Express Lanes, arrows, legends, symbols, crosswalks, stencils, stop lines, Railroad and other striping, as well as any modifications required for transitions to existing pavement markings;
- b. The Tolled Express Lanes shall incorporate ingress, egress, and weave (within the ingress/egress zones) lanes. The IAR depicts the striping plans;
- c. Where existing pavement is to be retained requiring only reconfiguration of existing striping, the stripes shall be removed and replaced according to best industry practice. Stripes shall not be placed on longitudinal joint lines; and
- d. Pavement marking stencils shall be installed as follows: left and right turn lanes, interstate to interstate ramp shields, cross walks, bike symbols, words, school zones, stop bars, highway interstate shields on approach turn lanes, etc.

11.4.2. Pavement Marking Materials

All new pavement markings shall be compliant with Table 11-1.

**Table 11-1 Pavement Marking Materials**

Color	Retro-reflectivity Reading (R) in a one-mile section (mcd/m <sup>2</sup> /lux)
<b>White</b>	R ≥ 400 (Newly applied marking less than 3 weeks old) Newly applied marking minimum 400 mcd/m <sup>2</sup> /lux. Less than this reading for newly applied marking; remove and replace, impose a Working Time Violation Incident and stop work.
<b>Yellow</b>	R ≥ 250 (Newly applied marking less than 3 weeks old) Newly applied marking minimum 250 mcd/m <sup>2</sup> /lux. Less than this reading for newly applied marking; remove and replace, impose a Working Time Violation Incident and stop work

#### 11.4.3. Existing Pavement Marking

Prior to the issuance of NTP 2, the Developer shall submit an inventory of all existing striping within the Site including approaches, in MicroStation and Excel format, to the Department for Information.

### 11.5. Traffic Signalization

#### 11.5.1. Traffic Signal Design

- a. Traffic signals on Local Agency Roadways shall comply with the Local Agency Standards at time of the Setting Date and as outlined in Project Special Provisions, Appendix A to this Section 11;
- b. Traffic signalization design shall include traffic signal mast arm type poles, pedestal poles, pole footing/caisson locations and sizes, mast arm lengths, traffic signal heads, countdown pedestrian signal heads, signal head placement and alignment, controller cabinet(s), power disconnect and meter, signal phasing, lighting/luminaires, conduits, pull boxes, non-invasive vehicle detection, pedestrian push buttons, emergency vehicle preemption, Railroad signal preemption design, Americans with Disabilities Act (ADA) compliant curb ramps, signal timing plan, and signing as required;
- c. All traffic signals shall be interconnected with 2 inch conduit and 12 strand single mode fiber optic cable between signal cabinets at each location. New traffic signal installations require an electric meter pedestal cabinet and base for the traffic signal. The electrical meter will be furnished by Xcel Energy. The Developer shall install the electric meter cabinet and pedestal base;
- d. All ramp meters shall be interconnected with a 2 inch conduit and 12 stand single mode fiber optic cable to the local signal cabinet at each ramp termini;
- e. Traffic signal pole locations shall be staked and Accepted by the Department and the CCD before construction;
- f. Identified locations of traffic signalization:
  - i. Brighton Boulevard and 46<sup>th</sup> Avenue (North and South of I-70);
  - ii. Brighton Boulevard and 47<sup>th</sup> Avenue;
  - iii. Brighton Boulevard and UPRR Pepsi Lead Crossing (Northbound);
  - iv. York Street and 46<sup>th</sup> Avenue (North and South of I-70);
  - v. York Street and 47<sup>th</sup> Avenue with pre-signal at Railroad crossing;
  - vi. Josephine Street and 46<sup>th</sup> Avenue (North and South of I-70);
  - vii. Josephine Street and 45<sup>th</sup> Avenue;
  - viii. Columbine Street and 46<sup>th</sup> Avenue (North and South of I-70);
  - ix. Clayton Street and 46<sup>th</sup> Avenue (North and South of I-70);
  - x. Fillmore Street and 46<sup>th</sup> Avenue (North and South of I-70);
  - xi. Steele Street and 45<sup>th</sup> Avenue;
  - xii. Steele Street/Vasquez Boulevard and 46<sup>th</sup> Avenue (North and South of I-70);
  - xiii. Vasquez Boulevard and 48<sup>th</sup> Avenue;
  - xiv. Cook Street and 46<sup>th</sup> Avenue (North and South of I-70);
  - xv. Monroe Street and 46<sup>th</sup> Avenue with pre-signal at Railroad crossings North and South of I-70);
  - xvi. Colorado Boulevard and 46<sup>th</sup> Avenue (North and South of I-70);

- xvii. Colorado Boulevard and 48<sup>th</sup> Avenue
  - xviii. Dahlia Street and Stapleton Drive (North and South of I-70);
  - xix. Holly Street and Stapleton Drive (North and South of I-70);
  - xx. Monaco Street and Stapleton Drive (North and South of I-70);
  - xxi. Quebec Street and I-70 Mainline ramps (North and South of I-70); and
  - xxii. Peoria Street and I-70 Mainline ramps (North and South of I-70);
- g. Temporary Traffic Signal and Timing Plans shall be designed, as necessary, to facilitate re-construction of any existing signalized intersection. Span wire type installations are permitted for temporary signals only. Poles shall be placed at locations that will facilitate all stages of intersection reconstruction and must meet clear zone requirements. Noninvasive loops are permitted for temporary installations. All traffic signal pole locations shall be stacked in the field and approved by CCD and Accepted by the Department before installations. All Traffic Signal Timing Plans shall be approved by CCD prior to implementation. The plans shall be submitted for Acceptance prior to implementation for both temporary and permanent installations;
  - h. Modifications to existing infrastructure in any way shall not be allowed and will require new installations, unless otherwise stated in the Project Agreement. This can include additions/modifications such as signal heads, foundations, longer mast arms, lighting, drilling holes, adding wire, etc. Existing equipment such as poles, mast arms and foundations cannot be re-used or upgraded and shall be new;
  - i. Signal at York Street and 47<sup>th</sup> Avenue with pre-signal at the UPRR York Street Crossing shall not be constructed prior to completion of the final stage of such crossing; and
  - j. The Ultimate configuration shall be accommodated.

#### 11.5.2. Traffic Signal Materials

All lighting on the traffic signal poles shall be approved by Xcel prior to design submittals to the Department. This includes wiring, luminaires, luminaire lengths, luminaire heads, conduit sizes, and all other materials related to the lighting for the signals.

#### 11.5.3. Existing Traffic Signalization

- a. Existing signal operations shall be maintained throughout construction. The Developer shall coordinate the removal of the signal poles with Xcel Energy and CCD; and
- b. Xcel Energy is the owner of the signal poles and lighting. CCD is the owner of the remaining equipment. All equipment removed that is owned by CCD shall be delivered within 72 hours to Chris Lillie, Denver Public Works (phone 720-865-4066).

11.5.4. Traffic signals shall be designed and constructed to Local Agency standards.

### 11.6. Ramp Meters

#### 11.6.1. Ramp Meter Design

- a. Permanent ramp meter signalization design for all entrance ramps affected by the Construction Work shall include traffic signal poles, mast arms, pedestal poles, pole footing/caisson locations and sizes, traffic signal heads, signal head placement and alignment, controller cabinet(s), power disconnect and meter, signal phasing, conduits, pull boxes, in pavement vehicle loop detection, on ramp signal system fiber optic interconnect. Designs for two lane entrance ramps shall include overhead mast arm designs with additional side pole heads for both lanes;

- b. Temporary Ramp Meter and Timing Plans shall be designed, as necessary; to facilitate traffic flow during re-construction of any existing ramp meters. Noninvasive loops are permitted for temporary installations only;
- c. New designs shall include Ramp Meter Timing Plans for the AM, PM and off peak ramp meters affected by the Construction Work;
- d. New permanent ramps shall not be opened until a permanent ramp meter has been installed and connected to the fiber optic backbone and communications is established with the Department;
- e. Permanent Ramp Meter Timing Plans shall be implemented prior to opening of the ramp;
- f. Any loops in the I-70 Mainline can be temporary non-invasive in order to effectively use the ramp meter;
- g. Permanent ramp meters shall be required at I-70 Mainline entrance ramps as follows:
  - i. Westbound Washington Street;
  - ii. Eastbound Washington Street;
  - iii. Westbound Brighton Boulevard;
  - iv. Eastbound Brighton Boulevard;
  - v. Westbound Vasquez Boulevard;
  - vi. Westbound Colorado Boulevard;
  - vii. Eastbound Colorado Boulevard;
  - viii. Westbound Holly/Dahlia Street;
  - ix. Eastbound Holly Street/Monaco Street;
  - x. Westbound Quebec Street;
  - xi. Eastbound Quebec Street; and
  - xii. I-270 Eastbound to I-70 Eastbound;
- h. Existing ramp meter signal operations shall be maintained throughout construction. The Developer shall be responsible for the removal and disposal of existing signal equipment and structures that are to be replaced. Existing ramp meters are located in the following locations:
  - i. Westbound Central Park Boulevard;
  - ii. Eastbound Central Park Boulevard;
  - iii. Westbound Havana Street;
  - iv. Eastbound Havana Street;
  - v. Westbound Peoria Street; and
  - vi. Eastbound Peoria Street;
- i. Existing ramp meters shall be connected to the new CDOT fiber optic backbone as described in Schedule 10, Section 3 ITS and Tolling Equipment;
- j. The ramp meters at eastbound Brighton Boulevard and westbound Vasquez Boulevard are required to be connected to the Cover Command Control and Monitoring System. Refer to Schedule 10, Section 12 Cover MEP System for other ramp meter requirements; and
- k. All ramp traffic signal poles shall be galvanized.

## 11.7. Lighting

### 11.7.1. Lighting Design

- a. Prior to the issuance of NTP 2, the Developer shall submit an inventory of all existing lighting affected by the Construction Work, in MicroStation format, to the Department for Information. The report shall indicate if each individual light is working or not working during night time conditions. The report shall also include the lighting circuitry within the Site;
- b. The Developer shall prepare mid mast median lighting design for the I-70 Mainline between Brighton Boulevard and Chambers Road including the transition into the existing high mast interchange lighting at I-225/I-70. New high mast lighting shall not be permitted;
- c. Lighting design shall include ramps, sidewalks, local roads, highways arterials, parks, pedestrian, bike and take into consideration all existing permanent lighting conditions on roadways impacted by the Construction Work. The design shall cover both temporary and permanent lighting; and details shall include existing topography, ROW, Utilities and drainage facilities, structures, all other existing and proposed facilities, location and orientation of standards and fixtures, wiring, conduits, pedestals, power sources, and all other lighting components as required;
- d. Permanent lighting shall be designed and constructed to be consistent with current CDOT *M-Standard Plans*, Xcel Energy lighting standards and CCD lighting standards, as applicable;
- e. Existing lighting impacted by the Construction Work shall be provided to include partial interchange lighting for all ramp entrances and exits at all the interchange ramps within the Site and local roads;
- f. The lighting design submittal shall include lighting calculations for both permanent and temporary conditions. Design details shall include lighting calculations and electrical design including voltage-drop calculations for each circuit to Xcel Energy for approval prior to the installation of the wiring for the connections to the power sources; and
- g. New lighting underneath structures shall be placed where a lane closure is not required for maintenance. Existing lighting under structures shall be re-set to a location where a lane closure is not required for maintenance. Both of these requirements for existing and new lighting shall also meet the photometrics regarding design.

### 11.7.2. Lighting Materials

- a. The Developer shall use lighting equipment for all permanent installations as specified in the CDOT *Standard Specifications* or by Xcel Energy as applicable;
- b. The Developer shall obtain approval of the lighting equipment from the Local Agency responsible for maintenance; and
- c. For areas within incorporated municipal boundaries that Xcel Energy is responsible for maintenance, the Developer shall submit the materials lists for the proposed lighting, including under deck lighting and all associated material for approval by Xcel Energy prior to ordering material. The lighting materials shall also be approved by the CCD.

### 11.7.3. Existing Lighting

Xcel Energy will remove the existing lighting as required within the Site that is owned by Xcel Energy. The Developer shall be responsible for the coordination of lighting removal and lighting relocation Work to be performed by Xcel Energy, in accordance with the applicable URA. Lighting removal work by Xcel Energy will include all existing lighting on the existing circuitry to be

removed, which may require the Developer to provide temporary lighting to maintain minimum lighting levels in accordance with Schedule 10, Section 2.12.7 Temporary Lighting.

11.7.4. Railroad At-Grade Crossings and Traffic Signal Interconnect.

- a. All at-grade Railroad crossings shall be interconnected as per the MUTCD and Public Utilities Commission requirements. The Railroad preemption signal to traffic signal interconnect shall be coordinated with the appropriate Railroad. This includes temporary and permanent traffic signal installations. The Railroad will approve Railroad preemption signal to traffic signal interconnect design, interconnect plan and testing prior to the signal being turned on or modified in any way in accordance with Schedule 10, Section 10 Railroads.
- b. The Developer shall be responsible for Construction Work required to interconnect the traffic signal with the Railroad. The Developer shall coordinate the Construction Work, seek approval for the design and construct and terminate the signal interconnect according to the Railroads and CCD requirements in accordance with Schedule 10, Section 10 Railroads.

**11.8. Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the specified timeframes:

**Table 11-2 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Class III, overhead signs, sign structure cross sections, and Tolled Express Lane regulatory and Guide Signs Plan	Acceptance	Prior to RFC Documents
Existing signing, striping and lighting inventory	Information	Prior to issuance of NTP 2
Sign layouts for all special signs of any size	Acceptance	Prior to RFC Documents
Temporary and Permanent Traffic Signalization Plans and Timing Plans	Acceptance	Prior to RFC Documents
LOGOS signing location	Approval	Prior to RFC Documents
Temporary and Permanent Ramp Meter Plans and Timing Plans	Acceptance	Prior to RFC Documents
Permanent Lighting Plans and Temporary Lighting Plans	Acceptance	Prior to RFC Documents
Traffic Signal Timing Plans and associated electronic timing plan software files	Acceptance	Prior to RFC Documents
Lighting design, photometric, lighting materials and electrical design calculations	Acceptance	Prior to RFC Documents
Documentation and information required for IAR approval	Approval	Prior to RFC Documents

**11.9. Appendices**

Appendix A Project Special Provisions

**Appendix A**  
**Project Special Provisions for Signing, Pavement Markings, Signalization and Lighting**

The following specifications modify and take precedence over the Standard Specifications. The provisions of Appendix A to Schedule 10A Applicable Standards and Specifications apply to these Project Special Provisions.

**PROJECT SPECIAL PROVISIONS**

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**REVISION OF SECTION 202  
CCD REMOVAL OF TRAFFIC SIGNAL EQUIPMENT**

Section 202 of the Standard Specification is hereby revised for this project as follows: Subsection 202.03 shall include the following:

The Contractor shall safeguard any salvageable materials designated by Denver Traffic, and shall be responsible for the expense of repairing or replacing damaged or missing material until it is delivered to the City and County of Denver Traffic Maintenance Yard at 5440 Roslyn Street.

Designation of salvageable equipment and times for delivery of such items shall be coordinated with Denver Traffic (contact Chris Lillie at 720-865-4066 or Greg Salazar at 303-591-7146).

Signal operations shall be maintained at each of the project intersections throughout construction.

Subsection 202.04 shall include the following:

Removal of the traffic signal equipment shall include signal poles (without luminaries), pedestal poles, footings, span wire cable, traffic signal controller and cabinet, pedestrian push button, cabinet footings, all attachment hardware, and all incidental equipment, except as noted on plans. All existing foundations and pull boxes shall be removed and back-filled. All wiring shall be removed from existing conduit and the conduit shall be abandoned in place.

Xcel Energy shall remove all signal poles with luminaries attached. Xcel Energy will remove only the signal pole and luminaries, and the Contractor shall remove the remainder of the traffic signal equipment, as noted in the plans. The Contractor shall coordinate with Xcel Energy for these removals and is referred to the Project Special Revision "Utilities" herein.

All "Light Emitting Diode" (LED) signal lenses in existing signal faces shall be removed prior to the removal of the signal face. These LED lenses shall be protected from damage and delivered to 5440 Roslyn Street, Denver. This work shall be included in the cost of Removal of Traffic Signal Equipment and will not be paid for separately.

Times for delivery to the maintenance yard shall be coordinated with Denver Traffic Engineering Services at (720) 865-4000.

**REVISION OF SECTION 613  
CCD ELECTRICAL CONDUIT LATERALS- GENERAL**

Section 613 of the Standard Specifications is hereby revised for this project as follows:

Add the following to subsection 613.07:

Directional boring is the preferred method of conduit installation.

All conduit bends, including factory-installed bends, shall not have a bend radius less than six times the inside diameter of the conduit.

The excavations required for the installation of conduit or cable shall be performed in such a manner as to avoid unnecessary damage to streets, sidewalks, landscaping, sprinkler systems and other improvements. Trenches shall not be excavated wider than necessary for the installation of the electrical appurtenances. Excavation shall not be performed until immediately before installation of conduits. The material from the excavation shall be placed in a position not to cause damage or obstruction to vehicular or pedestrian traffic or interfere with surface drainage.

Trenches shall be made with a rock-wheel or other machine capable of cutting a narrow trench (4") so as to allow traffic to pass over prior to back filling. The machine shall be equipped with shields to direct the spoil downward and away from passing vehicles, workmen and pedestrians.

Off-street trenches shall be back-filled with the same material that was removed and shall be compacted and shaped to match the surrounding surface. On-street trenches within ALL roadway areas shall be back-filled with CDOT approved Structure Backfill (Flow-Fill) and capped with 9" minimum of Hot Mix Asphalt Pavement (Patching) in accordance with Section 403 and City and County of Denver Street Cut Regulations if applicable. If surrounding pavement depth is greater than 9 inches, the HMA (Patching) depth shall match the existing pavement.

All surface materials including sprinkler systems, landscaping, shrubs, sod grass, and native growth vegetation which is disturbed by trenching and back-filling operation shall be restored in kind equal to or exceeding the original conditions.

All conduit runs that will not have a copper conductor installed shall have a #14 AWG stranded copper conductor placed inside for locating purposes. Locating conductor and tape will not be measured and paid separately, but shall be included in the unit price for conduit.

Conduit shall always enter a pull box, hand-hole, or any other type structure from the direction of the run only.

All conduit shall be fully compatible with fiber optic cable. Plastic conduit shall be Schedule 80 in the diameters shown on the plans. Each conduit shall be equipped with a pull tape and each bore shall have a copper tracer wire of at least 14 gauge.

Each conduit shall be equipped with either a pull rope or pull tape, depending on the length of conduit between pull boxes.

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**REVISION OF SECTION 613  
CCD ELECTRICAL CONDUIT LATERALS – GENERAL**

Each conduit with a length greater than 400' between pull boxes, shall be equipped with a pull tape. The pull tape shall have a minimum tensile strength of 1250 lbs. and be of a design and manufacture that prevents cutting or burning into the conduit during cable installation.

Each conduit with a length of 400' or less between pull boxes shall be equipped with a pull rope or pull tape. The pull rope shall have a minimum tensile strength of 1250 lbs.

Plastic PVC conduit shall be certified by the manufacturer as meeting ANSI/UL 6 and 651. The manufacturer shall be ISO 9000 compliant.

If the Contractor is unable to jack or bore the conduit at the lengths shown on the plans from pull box to pull box, all splice couplings and associated work to splice the conduit shall be included in the cost of this item. This shall include excavation down to the required depth of conduit at the splice location. Also included in the cost of this item are all landscape repairs, which will be required after excavation of conduit at all splice locations. All splice couplings shall be water and air tight and installed at a depth to match the remaining run of conduit. No elevation difference will be allowed. Splices shall be kept to a minimum and all locations shall be approved by the City. Additional pull boxes shall not be substituted for splices.

All conduit bends, including factory-installed bends, shall not have a bend radius less than six times the inside diameter of the conduit.

Conduit plugs for sealing conduit shall also be supplied and installed in all open conduit ends as soon as the conduit is installed. Plugs shall be durable, fabricated from no metallic parts, be of the split design to allow removal and reinstallation around in-place cables and be easily removable and reusable. Plugs shall be capable of being installed by hand without any tools and shall provide a water and air tight seal of at least 100 psi and shall cause no damage to the cable when installed.

At some locations (as illustrated on the Plans or in these specifications, or as directed by the Engineer), new conduits shall be installed in an existing pull box. At these locations, the Contractor shall carefully excavate around the pull box and install the new conduit in the pull box in a manner that meets the requirements of this Special Provision. The Contractor shall not damage the existing pull box. If the existing pull boxes or concrete collars are cracked or damaged during conduit installation, the Contractor shall be required to replace either or both conforming to the requirements of the contract at no additional cost.

Subsection 613.10 shall include the following:

Electrical Conduit will be measured by the linear feet of conduit and installed in accordance with these Special Provisions, the Project Standards or as directed by the City. Electrical Conduit will include groundwork, sweeps, pull cord, copper tracer wire, adapters, fittings, splice couplings, conduit plugs (for conduits both with and without fiber optic cable), equipment, labor, and all other items necessary to complete the work.

**REVISION OF SECTION 613  
CCD PULL BOXES – GENERAL**

Section 613 of the Standard Specifications is hereby revised for this project as follows:

Subsection 613.07 shall include the following:

All Type A, Type B and Type C pull boxes shall conform to the minimum inside dimensions specified in the City and County of Denver Traffic Signal Standards (Drawing 16.1.7). The cover shall be attached to the pull box body by means of screw-in bolts and shall have two lift slots to aid in the removal of the lid. Non-standard bolts shall not be used

Pull boxes Type A and Type B shall be used in all signal conduit installation. The pull box shall have a detachable cover with a skid-resistant surface and have the words "TRAFFIC" or "ELECTRIC" cast into the surface. Painting the words shall not be accepted.

All traffic communication pull boxes shall have the words "TRAFFIC COMM" physically impressed (not painted) on its top. The interconnect pull boxes or Pull Box (Special) shall be the Type C pull box.

When the plans call for a fiber optic cable location marker to be installed at the pull box location, the concrete foundation support for the location marker shall be placed monolithically with the concrete collar.

All concrete collars, footings, and location marker supports shall be Portland Cement Concrete Class B and shall be in accordance with Section 601.

Pull boxes that are to be in traveled ways shall be outfitted with traffic bearing lids rated for HS 20-44 loads. The pull boxes shall have a special concrete footing extending 8 inches around the outside and 6 inches around the inside of the pull box bottom, as shown in the plans. Pull boxes installed in dirt or landscape areas shall have a 12 inch wide by 6 inch thick concrete collar placed around the top in lieu of the concrete footing, as shown in the plans.

Pull Box (Surface Mounted) shall be metal type with a hinged front door and have at least a NEMA 3R rating. The hinged door shall be provided with both a weather tight seal and a key lock mechanism. Surface mounted pull boxes shall be of the dimensions shown in the plans, and shall be mounted on or embedded into hard surfaces such as bridge decks, concrete barriers, retaining walls, or buildings, as shown on the plans. Surface mounted pull boxes shall be attached using 3/8-inch epoxy anchors or other methods, as approved by the Engineer. Surface mounted pull boxes shall not be used for ground installations.

**REVISION OF SECTION 613  
LIGHTING**

Section 613 of the Standard Specifications is hereby revised for this project as follows: Subsection 613.02 shall include the following:

Highway lighting materials and equipment for installation and modifications shall be compatible or interchangeable with standard materials and equipment as stocked by XCEL.

Lighting materials and equipment that are compatible with that are stocked by XCEL are as follows:

Highway  
Street (Local)  
Pedestrian (Local)  
Mid Mast

Contractor shall submit a lighting materials list to XCEL for approval prior to ordering.

Subsection 613.08 shall include the following:

At least one grounding electrode shall be installed adjacent to each light standard.

**REVISION OF SECTION 614  
CCD LED PEDESTRIAN SIGNAL HEAD (COUNTDOWN)**

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 LED Pedestrian Signal Faces with countdown timers as shown in the Contract.

Subsection 614.08 (h) shall include the following:

Pedestrian signal faces with countdown timers shall meet the following requirements:

The dimensions of the signal housing and the LED symbols, as well as moisture and dust resistance requirements shall be in accordance with the current ITE PTCSI Standards.

Signal housing shall be aluminum, painted in Federal Green and "clam-shell" mounted. (3) The signal shall have user-selectable modes for countdown for walk cycle only, pedestrian cycle only, or both walk and pedestrian clearance.

The countdown module shall have an internal conflict monitor to prevent any possible conflicts between the Hand/Person signal indications and the time display. The display shall not countdown during a Solid Hand indication.

LED symbols shall be solid icons and shall provide uniform light dispersion such that the "pixel" effect is minimized. Lettered or outline symbol styles will not be permitted. (6) The Man/Hand configuration shall provide clear and distinct lamination where either symbol is in use.

The LED module shall be rated for use in an ambient operating temperature range of -40° F to 165° F.

The signal shall meet NEMA Standard TS2 for voltage surge protection, and shall have an automatic reset in case of a power outage.

**REVISION OF SECTION OF 614  
CCD TRAFFIC CONTROL DEVICES**

Section 614 of the Standard Specification is hereby revised for this project as follows: Subsection 614.08 (h) shall include the following:

Light Emitting Diode (LED) signal lenses shall be installed in all Red, Yellow, Green, Walk and Don't Walk, and Countdown signal displays.

The LED signal lenses for the 12" and 8" circular balls and 12" circular arrows are hereby added to the Standard Specifications and Contractor shall comply with the following specifications:

**Manufacturer Requirements and Approvals:**

The manufacturer supplying product to this specification shall have a minimum of 13 years of experience in the manufacture of LED Traffic Signals with High Flux LEDs used in the North American market.

Manufacturers supplying products to this specification must be a registered participant and have the unique long life module part numbers being provided certified and listed on the Intertek-ETL LED Traffic Signal Modules Certification Program approved products website prior to bid opening.

Manufacturers supplying products to this specification shall manufacture and assemble product on an Intertek ETL audited line located in the USA. Unique part number shall be listed on manufacturers label proving difference between standard modules and long life modules.

If requested, documentation shall be provided by manufacturer demonstrating the changes made to their standard product that allows for ITE specification compliance over 15 year warranty period.

**Physical & Mechanical Requirements:**

**General**

Tinted or Non-Tinted Lens. Unless designated otherwise in the below table the standard lens color shall be tinted with a color meeting the colors required in paragraph 4.2 of the ITE specification. The products shall be available with non-tinted lenses as an option.

The LED module shall utilize high flux LEDs rated at 1 watt or higher and have an incandescent, non-pixelated appearance when illuminated. The use of low power LEDs, for example 5 mm LEDs, is not permissible in the design and production of long life arrow products.

The external lens shall have a smooth outer surface to prevent buildup of dirt/dust and shall be designed to minimize the potential for sun phantom signals.

All LEDs utilized to illuminate circular signal modules, shall be LEDs that have been manufactured utilizing materials that have industry acceptance as being suitable for uses in outdoor applications. At no time is the use of LEDs that utilize AlGaAs technology acceptable.

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## **REVISION OF SECTION 614 TRAFFIC CONTROL DEVICES**

All plastic components shall be molded and assembled in the USA. This includes: back housing, spreading lens and front lens. Certificate of manufacturing location must be available and supplied at time of bid requested.

All lenses shall be hard coated in the USA. Certificate of manufacturing location must be available and supplied at time of bid requested. All reflectors shall be metalized in the USA. Certificate of manufacturing location must be available and supplied at time of ordering.

### **Module Identification**

In addition to the required ITE labeling all modules must be labeled with the ETL Verified label shown in Figure 1. This label designates the compliance and listing with the Intertek- ETL Traffic Signal Certification Program.

### **Electrical:**

#### **General**

The following color scheme shall be used for all modules AC power leads: White for Common, Red for the Red ball signal, Yellow for the Yellow ball signal, and Brown for the Green ball signal.

The AC power leads shall exit the module via a rubber grommetted strain relief, and shall be terminated with insulated female quick connect terminals with spade/tab adapters. The leads shall be separate at the point at which they leave the module.

All external wiring utilized in the LED traffic signal module shall be anti-capillary type wire to prevent the wicking of moisture to the interior of the module.

LED Module and power supply shall be design to remain ITE compliant over a 15 year life.

To minimize the temperature exposure of the power supply all power supplies should be located at the bottom of the module when the arrow is facing left.

For additional protection from moisture, all power supplies shall be conformal coated for additional protection.

Certified Products listing at the time of bid. Upon request the supplier must provide a copy of the listing in the pre-ordering package.

#### **Transient Voltage Protection**

In addition to the transient test requirements defined in the Design Qualification Testing section of ITE Vehicle Traffic Control Signal Heads (VTCSH) specification all power supplies used in the circular signals supplied to this specification shall be capable of passing an additional ring-wave surge testing in accordance with the IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000V and less) AC Power Circuits, ANSI/IEEE C62.41.2-2002, 6KV, 100 kHz ring-wave with an output impedance of 30 ohms. The short circuit current shall be 200 Amps.

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**REVISION OF SECTION 614  
TRAFFIC CONTROL DEVICES**

**Power**

Typical wattages at 25 o C for the 12" circular arrow LED traffic Signal Modules shall be: Red - 8 watts, Yellow - 13 watts, and Green - 8 watts.

Typical wattages at 25o C for the 12" circular ball LED traffic Signal Modules shall be: Red – 7 watts, Yellow - 11 watts, and Green - 7 watts. Typical wattages at 25o C for the 8" circular ball LED traffic Signal Modules shall not exceed: Red - 8 watts, Yellow - 10 watts, and Green 8 watts.

Upon Request, the supplier must provide an Intertek-ETL test report for the base model being supplied to this specification.

The base products must be listed in the Intertek Directory of LED Traffic Signal Modules

**Warranty Requirements:**

Manufacturers shall provide a detailed written warranty issued by the factory of module origin with the following minimum provisions:

Modules shall, at the manufacturer's option, be repaired or replaced if the module fails to function as intended due to workmanship or material defects within the first 15 years from the date of delivery.

Modules shall, at the manufacturer's option, be repaired or replaced if the module exhibit luminous intensities less than the minimum specified values within the first 15 years of the date of delivery.

Upon request, the LED lamp module manufacturer shall provide written documentation of its ability to satisfy a worst-case, catastrophic warranty claim.

A current corporate annual report duly-certified by an independent auditing firm, containing financial statements illustrating sufficient cash-on-hand and net worth to satisfy a worst case, catastrophic warranty claim is an example of suitable documentation.

The documentation shall clearly disclose:

The country in which the factory of module origin is located

The name of the company or organization that owns the factory of module origin including any and all of its parent companies and/or organizations, and their respective country of corporate citizenship

For firms with business and/or corporate citizenship in the United States of less than fifteen years, the process by which the end-users/owners of the modules will be able to obtain worst-case, catastrophic warranty service in the event of bankruptcy or cessation of operations by the firm supplying the modules within North America, or in the event of bankruptcy or cessation-of-operations by the owner of the factory of origin, shall be clearly disclosed.

**REVISION OF SECTION 614  
CCD TRAFFIC SIGNAL CONTROLLER CABINET**

Section 614 of the Standard Specifications is hereby revised for this project as follows: Subsection 614.01 shall include the following:

This work shall consist of furnishing and installing a new P-type Traffic Controller Cabinet and complete installation of the Traffic Signal Controller Cabinet assembly, malfunction management units (MMU), vehicle detector amplifiers, uninterrupted power supply (UPS), other ancillary hardware, and traffic signal cabinet base per City and County of Denver standards.

Delete Subsection 614.08 (c) and replace with the following:

All new cabinets are the P-type cabinets as per the City & County of Denver Traffic Standards. Each cabinet shall be installed on a newly installed traffic signal controller cabinet base unless otherwise specified on the plan. Contact Chris Lillie at 720-865-0466 for cabinet assembly requirements and all other necessary auxiliary hardware.

Controller cabinet assemblies shall include an integrated uninterrupted power supply (UPS) units that comply with the City and County of Denver standards (see UPS spec).

Subsection 614.10 shall include the following:

The Contractor shall demonstrate successful traffic signal operations at all new controller and cabinet locations to the satisfaction of the Engineer or Engineer's designee prior to acceptance of this item. The Contractor shall contact the Engineer or Engineer's designee 3 days before turning on signal. Work shall include all required programming of controllers and establishing or re-establishing all required wiring connections. Phasing and timing information at each location shall be furnished to the Contractor by the City & County of Denver.

All new wiring shall conform to City & County of Denver and International Municipal Signal Association (IMSA) specifications.

Subsection 614.13 shall include the following:

The installation of traffic signal controllers cabinets shall include all labor, materials, ancillary hardware, traffic signal cabinet base, wiring and wiring re-connection (including Xcel Energy power feed) required to provide successful operation of the item.



**REVISION OF SECTION OF 614  
CCD PEDESTRIAN PUSH BUTTON AND INSTRUCTION SIGN**

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

Subsection 614.08 (f) shall include the following:

1. Push button assemblies shall be of the direct push button solid state contact type and shall not have any levers, handles or toggle switches externally or internally. The pushbutton shall be of tamperproof and all weather construction. The pushbutton shall have a protective shroud that is an integral part of the cover and it shall encircle the pushbutton actuator to deter vandalism. The assembly shall be made weatherproof and shockproof by means of synthetic rubber gaskets between the cover and the enclosure and between the plunger and the cover so that it shall be impossible to receive an electrical shock under any weather conditions. The front cover plate shall be secured with stainless steel vandal resistant screws. The push button shall operate on logic ground.

2. The solid state switch shall be entirely insulated from the housing and operating button. The pushbutton shall consist of a 2 inch 303 stainless steel metal plunger and an oil and gasoline resistant Piezo driven solid state switch, all encased in a high impact thermoplastic enclosure with four (4) stainless steel mounting screws. The solid state switch shall be normally open and shall be closed with a minimum of pressure on the button (3lb  $\pm$  1lb), restoring immediately to the normally open position when the pressure is released.

The aluminum housing shall be the flat back frame type with adjustable mounting staves that will readily enable it to be mounted on any size traffic signal pole or push button standard. The housing shall have a 1/2 inch access hole in the rear for wiring. The housing shall have a bottom threaded conduit entrance hole and shall be provided with a threaded plug so that access is only possible from the rear of the housing. The plug shall not be removable with ordinary tools. The housing shall be painted Dark Olive/Federal Green baked enamel matching to Federal Standard 595A color #14056.

The frame shall have a cast aluminum attachment to allow the mounting of a 9" X 12" pedestrian instruction sign. By removal of 4 screws the frame shall convert to allow the mounting of a 5" X 7 3/4" pedestrian instruction sign.

*Pedestrian Instruction Sign.*

1. Pedestrian instruction signs shall conform to the latest version of the M.U.T.C.D., published by the U.S. Department of Transportation Federal Highway Administration.

2. Pedestrian instruction signs shall be Type R10-3a, Type R10-3b, Type R10-3c, R10-3d, and R10-3e as specified in the contract documents (or bid documents).

Pedestrian instruction signs shall be constructed in accordance with the applicable provisions of the current CCD Standard Specifications. Pedestrian instruction sign need not be reflectorized.

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**REVISION OF SECTION OF 614  
CCD PEDESTRIAN PUSH BUTTON AND INSTRUCTION SIGN**

The sign shall be fabricated with 0.063 aluminum. The signs shall be mounted using four 5/16" mounting holes 4" X 6 3/4" for the 5" X 7 3/4" sign and 7" X 10" for the 9" x 12" sign. The pedestrian instruction signs shall have rounded corners 3/4" radius for the 5" X 7 3/4" sign and 1 1/2" radius for the 9" X 12" sign.

**REVISION OF SECTION 614  
CCD INTERSECTION DETECTION SYSTEM (CAMERA)**

Section 614 of the Standard Specifications is hereby revised for this project as follows: Subsection 614.01 shall include the following:

This work consists of furnishing and installing a fully-functional video detection system at the intersection as specified on the plans.

Subsection 614.08 shall include the following:

*System Hardware:*

The machine vision system hardware shall consist of three components: 1) a color, 22x zoom, MVP sensor; 2) a modular cabinet interface unit; 3) a communication interface panel. Additionally, an optional personal computer (PC) shall host the server and client applications that are used to program and monitor the system components. The real-time performance shall be observed by viewing the video output from the sensor with overlaid flashing detectors to indicate the current detection state (on/off). The MVP sensor shall optionally store cumulative traffic statistics internally in non-volatile memory for later retrieval and analysis.

The MVP shall communicate to the modular cabinet interface unit via the communications interface panel and the software applications using the industry standard TCP/IP network protocol. The MVP shall have a built-in, Ethernet-ready, Internet Protocol (IP) address and shall be addressable with no plug in devices or converters required. The MVP shall provide standard MPEG-4 streaming digital video. Achievable frame rates shall vary from 5 to 30 frames/sec as a function of video quality and available bandwidth.

The modular cabinet interface unit shall communicate directly with up to eight (8) MVP sensors and shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack providing up to thirty-two (32) inputs and sixty-four (64) outputs or a 170 input file rack providing up to sixteen (16) contact closure inputs and twenty-four (24) contact closure outputs to a traffic signal controller.

The communication interface panel shall provide four (4) sets of three (3) electrical terminations for three-wire power cables for up to eight (8) MVP sensors that may be mounted on a pole or mast arm with a traffic signal cabinet or junction box. The communication interface panel shall provide high-energy transient protection to electrically protect the modular cabinet interface unit and connected MVP sensors. The communications interface panel shall provide single-point Ethernet connectivity via RJ45 connector for communication to and between the modular cabinet interface module and the MVP sensors.

*System Software:*

The MVP sensor embedded software shall incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications, digital video streaming, and vehicle detection processing. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion levels. An embedded web server shall permit standard internet browsers to connect and perform basic configuration, maintenance, and video streaming services.

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**REVISION OF SECTION 614  
CCD INTERSECTION DETECTION SYSTEM (CAMERA)**

There shall be a suite of client applications that reside on the host client / server PC. The applications shall execute under Microsoft Windows XP or 7. Available client applications shall include:

Master network browser: Learn a network of connected modular cabinet interface units and MVP sensors, display basic information, and launch applications software to perform operations within that system of sensors.

Configuration setup: Create and modify detector configurations to be executed on the MVP sensor and the modular cabinet interface unit.

Operation log: Retrieve, display, and save field hardware run-time operation logs of special events that have occurred.

Software install: Reconfigure one or more MVP sensors with a newer release of embedded system software.

Streaming video player: Play and record streaming video with flashing detector overlay.

Data retrieval: Fetch once or poll for traffic data and alarms and store on PC storage media.

Communications server: Provide fault-tolerant, real-time TCP/IP communications to / from all devices and client applications with full logging capability for systems integration.

*MVP Sensor:*

The MVP sensor shall be an integrated imaging color CCD array with zoom lens optics, high-speed, dual-core image processing hardware bundled into a sealed enclosure. The CCD array shall be directly controlled by the dual-core processor, thus providing high-quality video for detection that has virtually no noise to degrade detection performance. It shall be possible to zoom the lens as required for setup and operation. It shall provide JPEG video compression as well as standard MPEG-4 digital streaming video with flashing detector overlay. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated 22x zoom lens that can be changed using either configuration computer software. The digital streaming video output and all data communications shall be transmitted over the three-wire power cable.

Power: The MVP sensor shall operate on 110/220 VAC, 50/60Hz at a maximum of 25 watts. The camera and processor electronics shall consume a maximum of 10 watts and the remaining 15 watts shall support an enclosure heater.

Detection Zone Programming: Placement of detection zones shall be by means of a PC with a Windows XP or 7 operating system, a keyboard, and a mouse. The PC monitor shall be able to show the detection zones superimposed on images of traffic scenes.

The detection zones shall be created by using a mouse to draw detection zones on the PC monitor. Using the mouse and keyboard it shall be possible to place, size, and orient detection zones to provide optimal road coverage for vehicle detection. It shall be possible to download detector configurations from the PC to the MVP sensor and cabinet interface module, to retrieve the detector configuration that

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**REVISION OF SECTION 614  
CCD INTERSECTION DETECTION SYSTEM (CAMERA)**

is currently running in the MVP sensor, and to back up detector configurations by saving them to the PC fixed disks or other removable storage media.

The supervisor computer's mouse and keyboard shall be used to edit previously defined detector configurations to permit adjustment of the detection zone size and placement, to add detectors for additional traffic applications, or to reprogram the MVP sensor for different traffic applications or changes in installation site geometry or traffic rerouting.

**Optimal Detection:** The video detection system shall optimally detect vehicle passage and presence when the MVP sensor is mounted 30 feet (10 m) or higher above the roadway, when the image sensor is adjacent to the desired coverage area, and when the distance to the farthest detection zone locations are not greater than ten (10) times the mounting height of the MVP. The recommended deployment geometry for optimal detection also requires that there be an unobstructed view of each traveled lane where detection is required. Although optimal detection may be obtained when the MVP is mounted directly above the traveled lanes, the MVP shall not be required to be directly over the roadway. The MVP shall be able to view either approaching or receding traffic or both in the same field of view. The preferred MVP sensor orientation shall be to view approaching traffic since there are more high contrast features on vehicles as viewed from the front rather than the rear. The MVP sensor placed at a mounting height that minimizes vehicle image occlusion shall be able to simultaneously monitor a maximum of six (6) traffic lanes when mounted at the road-side or up to eight (8) traffic lanes when mounted in the center with four lanes on each side.

**Count Detection Performance:** Using an installed camera that meets the optimal viewing specifications described above for count station traffic applications, the system will be able to accurately count vehicles with at least 98% accuracy under normal operating conditions (day and night), and at least 93% accuracy under artifact conditions.

Artifact conditions are combinations of weather and lighting conditions that result from shadows, fog, rain, snow, etc. The volume count will be accumulated for the entire roadway (all traveled lanes), and accumulated over time intervals that contain a minimum of one hundred (100) vehicles to ensure statistical significance.

**Demand Presence Detection Performance:** Using an installed camera that meets the optimal viewing specifications described above for intersection control traffic applications, the system will be able to accurately provide demand presence detection.

The demand presence accuracy will be based on the ability to enable a protected turning movement on an intersection stop line, when a demand exists. The probability of not detecting a vehicle for demand presence will be less than 1% error under all operating conditions. In the presence of artifact conditions, the MVP will minimize extraneous (false) protected movement calls to less than 7%.

To ensure statistical significance, the demand presence accuracy and error will be calculated over time intervals that contain a minimum of one hundred, protected turning movements.

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**REVISION OF SECTION 614  
CCD INTERSECTION DETECTION SYSTEM (CAMERA)**

These performance specifications will be achieved with a minimum of 2 presence detectors coupled with a single detector function (Type-9) to provide adequate road coverage to sample the random arrival pattern of vehicles at the stop line.

The calculation of the demand presence error will not include turning movements where vehicles do not pass through the presence detectors, or where they stop short or stop beyond the combined detection zones.

Speed Detection Performance: The MVP will accurately measure average (arithmetic mean) speed of multiple vehicles with more than 97% accuracy under all operating conditions for approaching and receding traffic.

The average speed measurement will include a minimum of 100 vehicles in the sample to ensure statistical significance. Optimal speed detection performance requires the camera location to follow the specifications described above for count station traffic applications with the exception that the camera must be higher than 13 m (40) feet.

The MVP will accurately measure individual vehicle speeds with more than 94% accuracy under all operating conditions for vehicles approaching the camera (viewing the front end of vehicles), and more than 90% accuracy for vehicles receding from the camera (viewing the rear end of vehicles).

These specifications will apply to vehicles that travel through both the count and speed detector pair and will not include partial detection situations created by lane-changing maneuvers.

To ensure statistical significance, the average speed accuracy and error will be calculated over time intervals that contain a minimum of one hundred vehicles.

Using a MVP sensor installed within the optimal viewing specifications described above or count station traffic applications

*Modular Cabinet Interface Unit:*

The modular cabinet interface unit shall provide the hardware and software means for up to eight (8) MVP sensors to communicate real-time detection states and alarms to a local traffic signal controller. It shall comply with the electrical and protocol specifications of the detector rack standards. The card shall have 1500 Vrms isolation between rack logic ground and street wiring.

The modular cabinet interface unit shall be a simple interface card that plugs directly into a 170 input file rack or a NEMA type C or D detector rack. The modular cabinet interface unit shall occupy only 2 slots of the detector rack. The modular cabinet interface unit shall accept up to sixteen (16) phase inputs and shall provide up to twenty-four (24) detector outputs.

*Communications Interface Panel:*

The communications interface panel shall support up to eight MVPs. The communications interface panel shall accept 110/220 VAC, 50/60 Hz power and provide predefined wire termination blocks for MVP power connections, a Broadband-over-Power-Line (BPL) transceiver to support up to 10MB/s

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**REVISION OF SECTION 614  
CCD INTERSECTION DETECTION SYSTEM (CAMERA)**

interdevice communications, electrical surge protectors to isolate the modular cabinet interface unit and MVP sensors, and an interface connector to cable directly to the modular cabinet interface unit.

The interface panel shall provide power for up to eight (8) MVP sensors, taking local line voltage 110/220 VAC, 50/60 Hz and producing 110/220 VAC, 50/60 Hz, at about 30 watts to each MVP sensor. Two ½-amp SLO-BLO fuses shall protect the communications interface panel.

*System Installation & Training:*

The supplier of the video detection system may supervise the installation and testing of the video detection system and computer equipment as required by the contracting agency. Training is available to personnel of the contracting agency in the operation, set up, and maintenance of the video detection system. The MVP sensor and its support hardware / software is a sophisticated leading-edge technology system. Proper instruction from certified instructors is recommended to ensure that the end user has complete competency in system operation. The User's Guide is not an adequate substitute for practical classroom training and formal certification by an approved agency.

*Warranty, Service, & Support:*

For a minimum of three (3) years, the supplier shall warrant the video detection system. An option for additional year(s) warranty for up to 6 years shall be available. Ongoing software support by the supplier shall include software updates of the MVP sensor, modular cabinet interface unit, and supervisor computer applications.

These updates shall be provided free of charge during the warranty period. The supplier shall maintain a program for technical support and software updates following expiration of the warranty period. This program shall be available to the contracting agency in the form of a separate agreement for continuing support.

Subsection 614.13 shall include the following:

The item shall include all labor, materials, and ancillary hardware required to provide a fully-functional system to the satisfaction of the Engineer.

**REVISION OF SECTION 614  
CCD EMERGENCY VEHICLE TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM**

Section 614 of the Standard Specifications is hereby revised for this project as follows: Subsection 614.08 shall include the following:

*System Description:*

The emergency vehicle traffic signal priority control system shall enable designated vehicles to remotely cause the traffic signal controller to advance to and/or hold a desired traffic signal display by using existing controller functions. The control shall be activated at a minimum distance of 548.6M (1,800 feet) along an unobstructed "line of sight" path. The control shall not terminate until the vehicle is within 12.2M (40 feet) of the detector or at the intersection.

The system shall consist of the following components:

- (a) Vehicle Emitter which shall be mounted on the emergency vehicle and shall transmit optical energy signals only in the forward direction. If the municipality presently uses optical pre-emption, the emitters shall be of the same manufacture currently used by the City and County of Denver Fire Department.
- (b) Phase Selector (minimum 2 channels) which shall cause the signal controller to advance to and/or hold the desired traffic signal display for the emergency vehicle. A pre-emption system chassis shall house two phase selectors.
- (c) Optical Detector which shall be mounted on or near a traffic signal and shall receive the optical energy signals generated by the Vehicle Emitter.
  - 1. Detector (Type A), 1 Direction, 1 Channel
  - 2. Detector (Type B), 2 Direction, 1 Channel
  - 3. Detector (Type C), 2 Direction, 2 Channel
- (d) Detector Cable (Optical).

*System Operations:*

- (a) The operating sequence shall be initiated when the optical detector receives the required optical energy signal from the Emitter.
- (b) The phase selector shall cause the traffic signal controller to advance to and/or hold the desired traffic signal display for the emergency vehicle.
- (c) The phase selector shall cause the controller to advance to and/or hold the desired traffic signal display even if the optical energy signals cease before the desired display is obtained.
- (d) The phase selector shall allow the traffic signal controller to resume normal operation within ten seconds after optical energy signals cease if the optical energy signals cease after the desired traffic signal display is obtained.

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**REVISION OF SECTION 614  
CCD EMERGENCY VEHICLE TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM**

(e) The phase selector shall not respond to optical energy signals from an emergency vehicle if it is already processing optical energy signals from another emergency vehicle.

*System Components:*

(a) Vehicle Emitter.

The emitter assembly consists of an emitter and power supply and an emitter control switch assembly. The emitter assembly is mounted on a vehicle and produces a flashing optical signal when in operation. The following shall apply to the vehicle emitter:

1. Shall operate on ten to fifteen volts DC input voltage, but shall not be damaged by input voltage surges up to twenty-five volts DC.
2. Shall be controlled by a single on/off switch that requires no other adjustments by the operator. The on/off condition shall be indicated by a light located adjacent to the switch.
3. Shall be automatically disabled or de-activated by one or a combination of the following: seat switch, emergency brake switch, door switch, and transmission safety switch.
4. Shall operate over an ambient temperature range of minus 34O C to plus 60O C. (minus 30O F. to plus 140O F.)
5. Shall operate in 0 to 95 % humidity.
6. Shall be a pulsed optical energy source with a controlled repetition rate.
7. Shall not generate voltage transients on the battery input line which exceed battery voltage by more than four volts.
8. Shall produce optical energy in a cone of not more than 90 degrees horizontal and not more than 30 degrees vertical. The detectors and/or phase selector shall not sense a pre-emption signal from an emitter outside this cone.

(b) Optical Detector.

The optical detector receives the high intensity optical pulses produced by the emitter. These optical energy pulses are transformed by the detector into appropriate electrical signals which are transmitted to the phase selector. The optical detector is mounted at or near the intersection in a location which permits an unobstructed line of sight to vehicular approaches. The units may be mounted on signal span wires, mast arms or other appropriate structures. The following shall apply to the optical detector:

1. Shall produce optical energy in a cone of not more than 90 degrees horizontal and not more than 30 degrees vertical. The detectors and/or phase selector shall not sense a pre-emption signal from an emitter outside this cone.

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**REVISION OF SECTION 614  
CCD EMERGENCY VEHICLE TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM**

2. Shall be of solid state construction.
3. Shall operate over an ambient temperature range of minus 34O C to plus 60O C. (minus 30O F. to plus 140O F.)
4. Shall have internal circuitry potted in a semi-flexible compound to ensure moisture resistance.
5. Shall operate in 0 to 95 % humidity.
6. Shall have a cone of detection of not more than 13 degrees. The detector and/or phase selector shall not sense a pre-emption signal from an emitter outside this cone.

(c) Phase Selector.

The phase selector supplies power to and receives electrical signals from the optical detector. When detector signals are recognized as a valid call, the phase selector causes the signal controller to advance to and/or hold the desired traffic signal display. This is accomplished by activating the pre-empt input to the controller.

The phase selector is capable of assigning priority traffic movement to one of two channels on a first-come, first-serve basis. Each channel is connected to select a particular traffic movement from those normally available within the controller. Once a call is recognized, "commit to green" circuitry in the phase selector functions so that the desired green indication will be obtained even if optical communication is lost. After serving a priority traffic demand, the phase selector will release the controller to follow normal sequence operation. The following shall apply to the phase selector:

1. Shall include an internal power supply to supply power to the optical detectors.
2. Shall have minimum two-channel operation with the capability of interfacing with an additional phase selector for expansion of channels of operation.
3. Shall have adjustable detector range controls for each channel of operation, from 12M (40 feet) to 548M (1800 feet).
4. Shall have solid state indicator lights for power on and channel called.
5. Shall operate over an ambient temperature range of minus 34O C to plus 60O C (minus 30O F. to plus 140O F.)
6. Shall operate in 0 to 95 % humidity.

(d) Detector Cable (Optical).

The following shall apply to the detector cable:

1. 3-Conductor cable with shield and ground wire.

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**REVISION OF SECTION 614  
CCD EMERGENCY VEHICLE TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM**

2. AWG #20 (7x28) stranded.
3. Individually tinned copper strands.
4. Conductor insulation: 600 volt, 75 deg. C (167O F.).
5. 1 Conductor-yellow; 1 Conductor-blue; 1 Conductor-orange.
6. Aluminized Mylar shield tape or equivalent.
7. AWG #20 (7x28) stranded uninsulated drain wire
8. DC resistance not to exceed 11.0 ohms per 305M (1000 feet).
9. Capacitance from one conductor to other two conductors and shield not to exceed 157pf/M (48pf /ft.).
10. Jacket: 600 volts, 80 deg. C (176O F.), minimum average wall thickness -1.14mm (.045").
  - i. Finished O.D.: 7.62mm (0.3") max.

*System Interface:*

System shall be capable of operating in a computerized traffic management system when appropriate interfacing is provided by the computer supplier.

*General:*

The Contractor shall furnish the manufacturer the phasing diagrams indicating controller sequence and timing.

The Contractor shall secure from the manufacturer a guarantee for the equipment for a period of sixty (60) months, which time shall commence from the date of delivery. Manufacturer shall certify upon request that all materials furnished will conform to this specification. The manufacturer or his designated representative shall be responsible for determining and setting all required range and emitter intensity for the emergency vehicle operation.

*Construction Methods:*

All equipment except the vehicle emitter assembly shall be installed and wired in a neat and orderly manner in conformance with the manufacturers' instructions. The vehicle emitter assembly shall be delivered to a designated City representative.

Installation of the vehicle emitter assembly shall be the responsibility of the City and County of Denver Fire Department.

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**REVISION OF SECTION 614  
CCD EMERGENCY VEHICLE TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM**

Traffic signals owned and maintained by the State that have optical pre-emption equipment owned and maintained by the town shall have an Auxiliary Equipment Cabinet (AEC) attached to the controller cabinet. The optical pre-emption equipment shall be housed in the AEC. Traffic signals owned and maintained by the town do not require an AEC to house the pre-emption equipment.

Detector cables shall be continuous with no splices between the optical detector and the AEC. Detector locations shown on the plan are for illustration purposes only. Exact location shall be determined by the Contractor or the designated representative for the best possible line of sight.

If not present in an existing traffic controller cabinet, the following items shall be installed and connected, in conformance with the current Functional Specifications for Traffic Control Equipment, "D" Cabinet Requirements (Pre-emption Type):

- Controller "D" harness and adapter.
- Pre-emption termination panel with terminal block and relay bases.
- Pre-emption disconnect switch, mounted on the emergency switch panel (on inside of cabinet door).
- Pre-emption test buttons, mounted on the pre-emption termination panel.

All connections from the phase selector to the "D" harness and to the cabinet wiring shall be made at the termination panel. The termination panel shall have AC+ Lights, AC-, and a switched logic ground. The switched logic ground feeds all the pre-empt inputs to the phase selector. When switched off by the pre-emption disconnect switch, the traffic controller shall not be affected by pre-empt calls from the optical pre-emption system. A minimum of two test buttons shall be provided. If there are more than two pre-empt runs, a button for each shall be installed. A chart or print out indicating the program steps and settings shall be provided along with the revised cabinet wiring diagrams.

Test the Pre-emption System According to the following Guidelines:

1. Notify the system owner/user, such as the Municipal Fire Chief or City Traffic Engineer, of the scheduled inspection
2. Request a fire department representative and an emergency vehicle, which has an emitter to conduct the test. If not available, the Contractor shall provide an emitter.
3. In the presence of the Engineer and the municipal representative, test each pre-empted approach with the emergency vehicle. Test the following items of the system:
  - Confirm that the emitter activates the phase selector and the phase selector activates the correct pre-emption input to the controller.
  - Confirm adequate range. The traffic signal must be pre-empted to green sufficiently in advance of the emergency vehicle arrival. The vehicle emitter shall initiate pre-emption at a minimum distance of 548.6M (1800 feet).

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**REVISION OF SECTION 614  
CCD EMERGENCY VEHICLE TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM**

- Confirm there are no false calls. Keep the emitter active as the emergency vehicle passes through the intersection. No other optical detectors shall sense the strobe.

4. Document the test. Provide the Engineer and, upon request, the municipality copies of the test results.

If a malfunction is found or the system needs adjustment (such as range, emitter intensity, or detector location), schedule a follow-up test. Repeat the above steps for all approaches that did not pass.

All adjustments such as emitter intensity, phase selector range, sensitivity, detector placement, shall be made at the intersection by the Contractor so that the optical pre-emption operates correctly with other major manufacturers' equipment currently owned by the town.

Subsection 614.13 shall include the following:

Emergency Vehicle Traffic Signal Priority Control System units shall include a four-channel card and the number of detectors as shown on the plans. The item shall include all labor, materials, and ancillary hardware required to provide a fully functioning system to the satisfaction of the Engineer.

**REVISION OF SECTION 614  
CCD TRAFFIC SIGNAL POLES – GENERAL**

Section 614 of the Standard Specifications is hereby revised for this project as follows: Subsection 614.08 (g) shall include the following:

*Traffic Signal Poles.* All traffic signal poles and mast arms shall conform to City and County of Denver Standards and the local utility company's (Xcel Energy) requirements. The traffic signal pole standards are shown below:

All traffic signal poles shall include a 10 foot long luminaries mast arm and a 250 WATT high pressure sodium curvilinear style luminaries in accordance with the current City and County of Denver Standards. Prior to order of traffic signal poles, mast arms and luminaries, Contractor shall submit material specifications to the City and County of Denver Traffic Engineering Services for approval.

All traffic signal mast arm poles and mast arms shall be powder coated in accordance with the following specifications:

*General.*

**Super Durable Powder Coating:** The super durable powder coating shall consist of a Urethane or Triglycidyl Isocyanurate (TGIC) Polyester Powder, and provide a minimum of 3 times the gloss retention, color retention and ultraviolet light (UV) resistance as standard powder coatings. Color shall be dark olive green, in conformance with Federal Specification No. 14056.

*Surface Preparation.*

The exterior steel surface shall be blast cleaned to Steel Structures Painting Council Surface Preparation Specification No. 6 (SSPC-SP6) requirements utilizing cast steel abrasives conforming to the Society of Automotive Engineers (SAE) Recommended Practice J827. The blast method is a recirculating, closed cycle centrifugal wheel system with abrasive conforming to SAE Shot Number S280.

The exterior and interior surfaces of the pole shafts shall be hot dip galvanized from the base end for a length of approximately 12.0'.

*Interior Color.*

Interior surfaces (pole shafts only) at the base end for a length of approximately 2.0' shall be mechanically cleaned and coated with a zinc rich epoxy powder. The coating shall be electrostatically applied and cured in a gas fired convection oven by heating the steel substrate to a minimum of 350 degrees Fahrenheit and a maximum of 400 degrees Fahrenheit.

*Exterior Coating.*

All exterior surfaces shall be coated with Urethane or Triglycidyl Isocyanurate (TGIC) Polyester Powder to a minimum film thickness of 2.0 mils (0.002"). The coating shall be electrostatically applied and cured in a gas fired convection oven by heating the steel substrate to a minimum of

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**REVISION OF SECTION 614  
CCD TRAFFIC SIGNAL POLES – GENERAL**

350 degrees Fahrenheit and a maximum of 400 degrees Fahrenheit. The thermosetting powder resin shall provide both intercoat as well as substrate fusion adhesion that meets 5A or 5B classifications of ASTM D3359.

*Packaging.*

Prior to shipment, small poles shall be wrapped in 0.188" thick Ultraviolet inhibiting plastic backed foam. Larger poles shall be cradled in a 1.0" rubberized foam base.

*Handling and Shipment.*

Poles shall be handled in a manner that will preserve the overall appearance and prevent damage to the coating. The use of chains or cables for loading, unloading, or installing is prohibited. Only  $\frac{3}{4}$  inch diameter or larger nonabrasive nylon rope or equivalent nylon belting will be used. Adequate hold-downs and appropriate blocking shall be utilized for shipping to prevent load movement and damage to the outer coating in transit. No handling should be allowed until "dry through" condition has been achieved with the coating.

*Delivery, Installation, and Acceptance of Poles.*

Extra care will be taken not to damage the coating. Upon arrival of the poles at the delivery point, neither chains nor cables will be used to either unloading or installation of poles.

*Procedure for Field Touch-Up.*

The pole manufacturer will furnish extra paint, both primer and color coat, to satisfy the needs of field touch-up requirements, in the event of minor physical damage to the coating from handling or transit. Damaged area must be clean and dry before repair application. Field touch-up will be at the direction of the pole manufacturer or their authorized representative.

**REVISION OF SECTION 614  
CCD TRAFFIC SIGNAL CONTROLLER (SOLID  
STATE) (FULL-ACTUATED) (12 PHASE)**

Section 614 of the Standard Specifications is hereby revised for this project as follows: Delete Subsection 614.08 (b), and replace with the following:

*Traffic Signal Controllers – General*

This specification sets forth the minimum requirements for a shelf-mountable, two through twelve phases, fully-actuated, digital, solid-state traffic controller. The controller shall meet, as a minimum, all applicable sections of the NEMA Standards Publication No. TS2-1998. Where differences occur, this specification shall govern. Controller versions shall be available to comply with NEMA TS2"Types 1 and 2. Type 2 versions of the controller shall be capable of operating as a Type 1.

The controller shall meet or exceed the specifications of the Econolite model ASC/3-1000 Fully Actuated Controller ([http://www.econolite.com/docs/controller\\_asc3\\_specification.pdf](http://www.econolite.com/docs/controller_asc3_specification.pdf)), or an equivalent approved by the City and County of Denver Traffic Engineering Services.

Subsection 614.09 shall include the following:

The Contractor shall deliver the traffic signal controller, and cabinet assemblies and other auxiliary hardware, to the City and County of Denver Traffic Operations Center at 5440 Roslyn Street, Building E, Denver, Colorado 80216 six (6) weeks before installation for controller programming. The Contractor shall coordinate the pick-up of the controller and cabinet assembly from the City and County of Denver's Traffic Engineering Services and shall install it at the proper location. The Contractor shall coordinate pick-up times with Chris Lillie at (720) 865-4066.

The controller shall be installed in accordance with the details shown in the plans and in accordance with manufacturer's recommendations.

Subsection 614.13 shall include the following:

Traffic Signal Controller (Solid State) (Full Actuated) (12 phase) shall include pedestrian detectors and all auxiliary equipment required on the plans and shall include all work necessary to provide and install a complete system. Connection of the controller to the fiber optic interconnect system is included with this work.

**REVISION OF SECTION 614  
RAMP METERING CONTROLLER**

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

In subsection 614.08, delete (b) and (c) and replace with the following:

(b) *Ramp Metering Controllers – General.* Each controller shall be a Type 170E-HC11 with 4 ACIA connectors and 2 modem slots per FHWA-IP-78-16 specifications except as noted below.

Each controller shall be fully warranted for materials and workmanship for a period of one year from date of receipt.

In addition to the manual (as specified in the FHWA-IP-78-16 specifications), two "D" size (24" x 34.5") drawings of all schematics and assembly prints contained in the manual shall be supplied for each twenty controllers or revisions change.

The 170E-HC11 Controller shall come with a blank panel covering the Prom Module opening.

The front panel of the 170E-HC11 shall have a DB-9 connector. This connector shall be in parallel with the C40 connector to allow the operator to attach a laptop to interface with the controller instead of connecting to the C2

All Integrated circuits having more than 14 pins shall be socket mounted on all boards including the front panel, CPU board, Input board, and Output board. Sockets shall have machined beryllium copper contacts with gold plating.

Each controller shall be supplied with diagnostic software on a 32K EPROM. No additional program chip shall be required to set any bit or flag when changing from the Traffic program used by CDOT to the diagnostic program.

The internal EEPROM feature of the 68HC11F1 shall be disabled.

The FHWA-IP-78-16 specification's Vendor's Testing Certification shall be modified to read "The Vendor shall supply with each shipment a full test report of the quality control and final test conducted on each item." In addition, the Contractor shall supply a statement with each 170E-HC11 controller that the unit was tested in accordance with Section 1.8.5.3.3 as modified below.

Section 1.8.5.3.3 shall be modified to read "A minimum 100-hour burn-in of all modules is required. This burn-in shall include 48 hours of monitored testing at the high and low temperatures as described in 1.8.3.7.1 and 1.8.3.7.2."

1. *HC11 CPU Board.* The HC11 based CPU Module shall operate a 68HC11F1 MPU with a crystal operating frequency of 8 MHz. The MPU chip shall be socket mounted in an AMP PLCC socket #82147-1 series HPT or equal.

The 6850 communication ICs shall be used and shall operate with a crystal frequency of 6.144 MHz. There shall be four 6850 chips with the programmable jumpers to select 5 different communication baud rates per chip (1200, 2400, 4800, 9600, and 19,200) for a total

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**REVISION OF SECTION 614  
RAMP METERING CONTROLLER**

of 20 jumpers. There shall be no IRQ inhibits provided and all ACIA's shall be active. Programs should be written to initialize the four communications chips upon startup. An IRQ status register shall be provided as defined in the 170E CALTRANS specification.

The EPROM and RAM shall be resident on the CPU board, and shall be socket mounted. The EPROM socket shall be a 32-pin ZIF force Device. The Ram socket shall be a 28 pin Augat 828 series or equal.

RAM will be continuous from locations \$0000 to \$6FFF. RAM shall be a ZERO power device exclusively, and be a Dallas 1230 or equal.

When an optional RTC clock is required, the RAM shall be a Dallas 1644 or equal. (Clock address shall be in the I/O map at location \$7FF8 to \$7FFF).

A jumper select shall be provided to switch locations \$6000 to \$6FFF from Internal to External for access to the remote Dual Port location. The status of the jumper position shall be read on the IRQ register-bit five.

When an enhanced Program Module is used with this system, it shall only have access to addresses 600/6FF for dual port.

The Prom chip shall be either a 32K x 8 or a 128K x 8 device, and be jumper selectable.

When using a 128K EPROM, a bank switch shall be enabled within the EPROM memory system. This bank switch shall function by moving to the upper 64K segment of the EPROM. The bank switch jumper controls address line A16. The bank shall be activated by a write to location \$7002 (directly connected to Port G on HC-11 MPU), which will cause memory to go to the upper 64K of the 128K EPROM. This will enable an extra 32K of EPROM memory via bank switching. The status of A16 shall read on the IRQ status register-bit six.

Feature and location switches shall be provided on the front portion of the CPU board. Each switch shall be an eight-position front reading dipswitch. These switches shall be decoded as follows:

Features switch shall be addressed at \$700A – Port E

Location Switches shall be addressed at \$7000 – Port A

A header shall be provided near the front of the module for the SPI and serial interface pins.

There shall be one LED indicator located on the front of the CPU board that shall be controlled via a software output of Port G bit 3.

The +12VDC, +5VDC and +/-12VDC voltages input in the CPU board shall have transorb protection.

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**REVISION OF SECTION 614  
RAMP METERING CONTROLLER**

The system address organization of the HC-11 Module shall consist of two addressing configurations. The decoder shall be furnished in address 1.

The two addressing configurations shall be selectable by use of a three-post jumper. The following input line state conditions shall cause the Decoder to provide the associated address configuration. The jumper shall be labeled "INT" and "EXT".

Each CPU board shall be furnished with an EPROM Chip with the controller diagnostic program installed. No additional program chip shall be required to set any bit or flag when changing from the Traffic program used by CDOT and the diagnostic program.

All integrated circuits having more than 14 pins shall be socket mounted. Sockets shall have machined beryllium copper contacts with gold plating.

*I Controller Cabinets.* The controller cabinet shall be Model 334. Each cabinet shall be natural aluminum with anchor bolts in accordance with the FHWA-IP-78-16 specification. The input files shall meet the requirements of the split input file below. Unless otherwise specified in the Contract, the cabinet shall include the following:

<b>Quantity</b>	<b>Item</b>
1 ea	170E-HC11
2 ea	Internal (1 per door) fluorescent lamps
2 ea	Model 430 Transfer Relays
1 ea	PDA-3 with Model 206 24 VDC power supply
2 ea	Model 204 2-circuit Flasher (cube type, 25 AMP output)
3 ea	Model 200 Load Switch (cube type, 25 AMP output with I/O indications)
1 ea	208 Watchdog Monitor
1 ea	New York 330 Pull-out Drawer Assembly
1 ea	Transient Voltage Surge Suppression
1 ea	Split Input File
1 ea	Standard Output file with terminal strips
1 ea	PDA Power Supply

Each cabinet shall have two doors and Corbin #2 Locks.

The cabinet shall have a powder coating base TCI WHEEL SILVER #9811-0110 Polyester TGIC Powder Coating and top coating shall be TCI ANTI GRAFFITI Power paint applied at a thickness of 2.4 mils.

The cabinet shall have a hinged protective shield over the Circuit Breakers to prevent them from being accidentally turned off. The hinged shield shall be mounted in such a way that the switches are still readily visible to the technician and can be easily turned on or off.

*Split Input file.* The split input file shall be an SF 170, which will operate in the standard 332/336 cabinets. The Split Input File shall use the same form factors as the present (older) input file and shall be completely interchangeable with these older input files except as follows. The input file

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**REVISION OF SECTION 614  
RAMP METERING CONTROLLER**

shall use a split 22-pin connector (2 rows or 22 pins) which provide for 44 unique contacts, rather than the 22 double contacts as provided by the former input file.

This design shall interface electrically with the older 2 and 4 channel devices available under the 170 and NEMA TS1 specification as well as the newer 2 and 4 channel devices as specified in the TS2 NEMA specification.

The input file shall be divided into two partitions. The first partition shall include the first eight slots from the left; the second partition shall include the next six slots.

The serial/TTL Transmit and receive pairs shall be wired across the back panel. TX0, DX0, and Ground0 serve the first eight slots; TX1, DX1 and Ground1 serve the next six slots. Back plane addressing is automatically assigned in the rear of the input file, such that Slot 1 – Address 0, Slot 2 – Address 1 . . . Slot 8 = Address 7(all three lines low)

Addressing from the front of any input device shall override the back plane addressing.

Serial connections shall use a standard quick lock connection.

*Transient Voltage Surge Suppression System.* Transient Voltage Surge Suppression (Surge Protection) shall be a solid-state device with a maximum surge current capacity of 6500 peak current amps x 1 @ 8 X 20 microsecond wave.

The unit shall be UL recognized, both 1449 and 508. The enclosure is to be rated as a NEMA 1 and resistant to oil, moisture, dust and other airborne contaminants.

The units shall be fused (no thermo fusing allowed). Components shall be suitably spaced and have a sub-nanosecond response time (potting compound is not allowed). The Surge Protection is to be suitable for continuous line voltage of a maximum of 130 volts. Nominal clamping voltage shall be no more than 200 volts.

Unit shall have a failure indicator and alarm suitable for RTU connection.

The Operating temperature shall be -40°C to +70°C EMI-RFI noise attenuation to 40 dB. Capacitance shall be 1 to 1.5 microfarad per line.

Neutral to ground/phase to ground connection is not allowed. The Unit shall be modularly designed for quick replacement with no tools needed.

The Unit shall be mounted no more than 8 inches from the incoming power termination point and terminated in parallel with the incoming power.

The Manufacturer must have a satisfactory performance record with this specific device for a minimum of five years.

All of the above components provided, excluding the signal monitor unit, shall be on the CDOT Approved Products list.

**REVISION OF SECTION 614  
CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

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

Subsection 614.08 shall include the following:

The double conversion uninterruptible power supply system (UPS) shall provide emergency battery power to the traffic signal controller. The work consists of furnishing and installing an UPS in accordance with the City and County of Denver's standards and shall conform to the following specifications:

*Operation.*

The UPS system shall be capable of producing a fully regenerated, conditioned, pure sine wave AC. The online operational mode shall be continuous to all loads. It shall incorporate a high frequency Pulse-Width Modulated technology and shall use an input rectifier, charger, battery and inverter in a single board configuration. The UPS double conversion UPS shall provide a clean, pure AC sine-wave output at all times with a voltage input variation of 85VAC to 145VAC while providing 120VAC to the connected load at all times. The UPS shall be capable of operating in the voltage range of 85VAC to 135VAC without using the batteries and always provide a regulated output to the protected loads.

The Input rectifier shall be rated at 2.5 times the output rating of the inverter.

The Inverter circuit shall be in continuous operation at all times (constant duty). The inverter shall be rated for 100% duty cycle and simultaneously fed from the rectifier and battery to eliminate any switching to battery or transitions during power fluctuations or power interruption. The inverter's output shall be pure clean sine wave with an efficiency of up to 85%.

The constant duty operation shall be rated in total watts. This will enable the traffic UPS to support any combination of signal heads whether Incandescent, LED or Neon, by any manufacturer, regardless of power-factor.

The UPS shall be capable of operating from a generator source without the need for over-sizing the UPS system. During operation from a generator source, the UPS shall operate in a normal fashion and provide filtered and regulated power with or without automatic input/output frequency synchronization. Upon excessive generator frequency drift, the UPS shall compensate through regeneration and supplying both continuous frequency and voltage regulation to the protected load.

The UPS shall be capable of glitch ride through capabilities and provide a seamless output to the connected load during this anomaly without the use of the batteries.

The UPS shall be capable of providing an overload output rating of 120% for 60 seconds, 150% for 10 seconds to any combinations of signal types whether Incandescent, LED or Neon during inrush or overload conditions.

The UPS shall have an internal static bypass that will transfer to line power if over load exceeds 150% for more than 5 sec. This bypass will maintain the load until this overload has cleared.

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**REVISION OF SECTION 614**  
**CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

The UPS shall have a separate Neutral detecting circuit that shall monitor loss of utility neutral and completely disconnect any input source to the UPS system.

The UPS shall have an input back feed relay operating in series with the Neutral monitoring circuit.

Upon loss of utility power, the UPS inverter shall continue to provide seamless pure sine-wave AC from the batteries without switching, transfer or changing its' operating status. The UPS will use the battery mode in '0' ms. This will insure that the UPS provides pure sine wave power under all conditions, at all times without interruption.

The UPS will continue to provide generated AC from the inverter until the batteries are depleted. When the batteries have been depleted, the UPS will ensure upon the return of Utility Power that the UPS will restart automatically and provide regenerated AC to the protected equipment and allow the equipment to resume normal operation.

The UPS shall be capable of operating in a full regenerated, power-conditioning mode with depleted batteries or failed batteries. The regenerative power conditioning will ensure that there will be regulated and conditioned pure AC power to the equipment. This regenerative mode will provide extended brown-output protection with wide input line regulation, noise filtering and surge protection.

The UPS shall operate in an uninterruptible regenerative on-line mode during flash or normal signal operation.

The UPS shall be rated at Unity Power Factor. The output VA and Watts rating shall be equal on the output at all times.

The UPS shall be capable of COLD starting without AC present and provide AC power to the load.

The UPS shall be capable of self diagnostics during start up or with the use of the front panel TEST button.

The UPS case shall be constructed from .064 aluminum and carbon steel.

The UPS input and output connections shall be Anderson Power Pole quick lock connector to eliminate exposed terminals or connections.

The UPS to bypass interconnect harness shall be reversible with matching Anderson Power connectors that will prevent risk of shock, or damage to the connected equipment.

The UPS shall be capable of Hot-Swapping the batteries or battery bank, without shutting down the UPS.

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**REVISION OF SECTION 614  
CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

The UPS shall be capable of being Hot-Swapped during normal operation when used with the external Hot Swap Bypass. The UPS may also be shut-off with the Hot Swap Bypass in place without loss of AC to the loads.

The UPS shall be capable of providing a replaceable relay card with relay output contacts for AC fail, Inverter ON, Low Battery, Battery Fail, Bypass and Alarms.

The UPS relay card may be replaced with an SNMP card for SNMP communications and information.

The UPS shall provide a programmable Dry Relay output for flash.

The contacts shall be provided in N/O and N/C positions. The delay timer shall be a maximum of 10 hours.

The timer shall be front panel mounted.

The Timer dial shall be 4.7 inches in circumference.

The timer shall have a scale in increments of 1s to 10seconds. This scale can be changed to indicate 1 minute, to 10 minutes or a maximum scale of 1 hour to 10 hours.

The scale shall be controlled by two (2) separate dip switches on the timer face.

The timer shall indicate using a flashing RED LED that the timing function is operating. The timer shall use a steady RED LED to indicate that the timing is now completed

The timer shall count in a down mode to '0' from the preset time indicated on the scale.

The LED indicators shall provide status for AC line, UPS Battery Mode, Charging, Low Battery, Fault, Bypass, Percentage of Load and Battery Charge.

The Event counter and Hour meter may be reset to '0' using separated buttons.

The UPS shall have a battery charger rated at 200 watts @ 36VDC with an optional of 400 watts.

This charger shall be completely separate from the rectifier/inverter included with the main UPS board.

The UPS chargers may be used in a parallel configuration for increased charger ratings.

The UPS uses a redundant internal 1 amp charger that will continue to charge the batteries if the separate board charger fails.

The UPS may be used with redundancy in mind with the use of the Dual Hot Swap Option. That will provide a secondary UPS source in less than 20ms. The Secondary UPS may be connected to the alternate input of the Hot Swap Bypass.

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**REVISION OF SECTION 614**  
**CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

The Flash programming shall be a simple and field programmable without the use an external connected device such as a laptop or computer.

The Hot swap Bypass shall allow the UPS to be removed or installed at any time during normal load operation.

The UPS shall include standard graphical real time software and connection cable.

The UPS shall be capable of sending programmable system alarms to the Econolite "icons" Traffic Management System.

*Physical Description.*

The UPS shall consist of 3 major components. The Main board Rectifier/Inverter, charger and control board.

The Main Board shall consist of a True-Sine-Wave constant duty high frequency inverter utilizing High-Frequency Pulse-Width Modulated technology.

The Input Rectifier shall be rated for the total wattage output rating of the UPS including the 150% overload and the charger rating. The inverter shall be a high efficiency constant duty design with and efficiency of 83%. The inverter shall include its' own static bypass which provides an alternate AC path during overload and or Inverter alarm conditions.

The heat-sink shall be a continuous aluminum extrusion design with plenum directed airflow cooling. The 12VDC dual stage cooling fans shall be variable speed controlled by the logic board.

The charger portion shall be a 3 stage Hysterisis .5 amp, 36 or 72VDC charger with temperature compensation. The supplementary charger, is a parallel design rated for 200, 500 and 1000 watts.

The Electronic Control board shall monitor the Rectifier and Inverter functions. It shall also provide the overall control of all the UPS functions and or operational capabilities.

*Mounting Configuration.*

The UPS shall be shelf mounted or rack mounted per the documents. Shelves and cabinets shall be supplied by others. Where rack mounting is required, the 170 style mounting method shall be 19" rack mount. Rack mounting ears shall be removable.

A separate stand alone NEMA Traffic cabinet may be supplied if required in the plans and specifications.

4 rubber feet shall be installed on the bottom of the unit for shelf mounting.

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**REVISION OF SECTION 614  
CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

*Battery System.*

The batteries shall be comprised of a quantity of three (3), high temperature, deep cycle (45AH) batteries which have been proven under extreme temperature conditions. The battery system or configuration shall consist of one string. Each string shall be 36 VDC. The batteries shall be provided with the appropriate interconnect cables. The battery cables shall have a minimum conductor size rating of #10.

The battery cable shall consist of a quick release Anderson connector rated at 25 amps. For the purpose of safety, the connector shall have recessed pins and keyed interlock to prevent reversal of connection or separation.

Battery construction shall be of a polycarbonate high temperature design combined with high, pure lead content with internal resistance of .0028 ohms and a high impact poly case construction, to withstand high vibration and shock. The connections shall be of stainless steel 3/8 stud, with 3/8 stainless nut and locking washer. Removable lifting handle shall be standard.

The batteries shall also meet the following characteristics:

Nominal voltage:	12VDC	Capacity@ 25C:	45AH	Approx weight:
		13.5Kg	Internal Resistance:	9.5 mOhms
Dimensions:	197mm x 165mm x 170mm ( 7.76 x 6.50 x 6.69)			
Capacity (10hr rate):	75c-112%			
	65c-108%			
	55c-105%			
	25c-100%			
	0c- 85%			
	-15c- 65%			
Self Discharge:	3 months 91% capacity remaining			
6 months	82% capacity remaining			
12 months	65% capacity remaining			
Operating Temperature:	-15c to +75C	Float Voltage:	13.5 to 13.80	
Cyclic charging voltage:	14.5 to 14.90			
Maximum charge current:	12A	Terminal material:	Copper	
Maximum discharge current:	400A (5 sec)			

The system must be 36 volt DC maximum (no exception).

*Electrical Specifications.*

The unit shall meet the following electrical specifications:

Design:	Double Conversion true on line.		
Nominal input:	110, 115 & 120v AC single phase dip switch selectable.		
Input Voltage Range:	80v to 140v AC		
Input frequency:	50/60hz (47 to 63)		

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**REVISION OF SECTION 614  
CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

Efficiency:	83 %
Input configuration:	3 wire with ground
Input Protection:	15 amp re-settable breaker ( on UPS 700) Input
Current:	10.4 amps (includes charger) ( on UPS 700)
Power Rating Continuous:	700 watts, 1400watts, 2100 watts
Output Current:	@ 700 watts 5.8 amps / 11.6 @1400/ 17.7@2100
Output regulation:	+/- 3% with 100% resistive load
Output regulation w/low battery:	+/- 3% with 100% resistive load
Output Voltage:	120v AC
Output Wave Form:	Pure sine wave
Harmonic Distortion:	3% Linear Load; 5% Non Linear Load
Dynamic Response:	+/- 5% RMS for 100% step load change
1 ms recovery time	
Overload Capability:	120% for 60 sec
150% watts for 10 sec	
Charger:	200 watt 36VDC UPS 700, 72VDC on UPS 1400 Parallel 400, 1000 and 2000 watt.
Surge:	ANSI-C62.41
Fault Clearing:	Current Limit and automatic to bypass
Short Circuit protection:	Output Breaker / Fuse, then shut down
Load Power Factor:	6 leading to .6 lagging
Output Connection:	Anderson Power Pole Connector 6 pin keyed. DC
Connection:	Anderson 50 amp Keyed Recessed connector
Recognition:	UL Recognized & IEE 587 / C62.41 on main UPS board
Mechanical:	

The UPS shall meet the following physical dimensions: For 700 W UPS:

Size:	6.00" H x 10.5" D x 15.15" W
Weight:	18 lbs

The enclosure shall be constructed of 0.064 Carbon steel and aluminum. The enclosure shall be painted with powder coat paint with a minimum of 1.5 mil thickness.

*Environmental.*

The UPS shall meet or exceed NEMA temperature standards from -40c to + 74c. Communications, Control & Diagnostics LED indicators shall be provided for line monitoring, battery mode,

charging, low battery, fault / bypass load level, battery level and ground fault. Manual test functions shall be available for alarm function, low battery, battery fail, bypass and overload. An RS 232 port with communication software shall be provided for real time UPS operational status in place of a relay status card when required.

The relay status card shall have the following I/O via contact closure:

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**REVISION OF SECTION 614  
CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

1. Bypass ON
2. AC fail or out of tolerance.
3. AC normal or in tolerance.
4. Inverter is operating (ON)
5. Battery low
6. Battery failed or bad
7. UPS general alarm
8. Ground (logic)
9. Apply 6 to +25VDC
10. Between pin 9 and 10, will shut the UPS down

*Options.*

The UPS must be able to accept the following future options

- SNMP/WEB monitoring.
- 24/7 Adjustable perpetual timer.
- Generator input option for hot swap bypass switch.
- Rack mount hot swap bypass switch.

In place of the relay card, an SNMP card can be installed that shall support TCP/IP, UDP, SNMP, and HTTP protocols and shall provide the SNMP MIB for UPS monitoring and UPS status. Remote access to UPS real time information including unit identification, data logging and UPS status in real time shall also be provided on a by unit basis. It shall be possible to use Microsoft Internet Explorer for remote viewing of the following:

1. UPS load
2. Battery Charger status
3. UPS operation Normal/Alarm
4. Input Voltage
5. Output Voltage
6. Battery Voltage
7. UPS Temperature

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**REVISION OF SECTION 614  
CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

8. UPS information logging
9. Remote UPS battery testing.
10. Send output email if UPS status has changed
11. Built in reset with panel mounted led indicators for SNMP status.

The SNMP card shall have the following status LEDs:

- |        |  |
|--------|--|
| LED(1) | Green LED: Status receiving<br>Yellow: Data Transmitting |
| LED(2) | Green: SNMP connecting<br>Yellow: SNM P functioning      |

The optional 24/7 timer shall be integral to the UPS. It shall include a DB9 connector to provide the connection and programming to the timer. This timer shall be programmable for any number of flash delays related to the time of day. It allows the complete flexibility of flash delay or skipping the flash during that particular event related to traffic flow and even holidays. The time shall have the follow features:

1. 7 days, 24 hrs Flash delay timing.
2. Perpetual Clock.
3. Maximum of 31 setting per day.
4. Timing resolution to the minute.
5. 4 Possible commands per event.
6. Real-time operation, editing functions will not interrupt the unit's functions.
7. J-Tag port for instant preload of complete 7-day schedule file.
8. SPDT 10 amp 240VAC /24VDC ratings.
9. Input Voltage 110 to 240VAC or 24VDC unregulated supply.
10. Plus! Capable of scheduling for holidays or specific year/dates.
11. Capable of operating at 2400 baud micro-modem for direct phone connection
12. Capable of operating at 1200 to 230,000 baud rate on a serial port.
13. Capable of log retention

An optional generator input shall be available for the UPS.

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**REVISION OF SECTION 614  
CCD DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEM**

*Reliability:*

Calculated MTBF shall be 120,000 hours based on component ratings. When bypass switch is installed, system MTBF shall increase to 160,000 hours.

*Hot Swap Bypass Switch:*

A hot bypass switch shall be provided and wired to function within the UPS system. The bypass switch shall have the following characteristics:

Bypass Rating:	30 amps maximum
Bypass Transfer:	Automatically to line in 20ms, '0' crossing at full load
Control:	Rocker On/Off switch indicating 'Auto' and Bypass
Relays:	AC internal Load relay at 'Zero Crossing' with parallel function DC relay for interlocking and protection failsafe mode to N/C for AC power direct to load when failure occurs or in Bypass position.
Protection:	Internal Snubber circuit for spike attenuation during transfer at 'Zero' crossing. Internal fuse required.
Connections:	Flush mounted Anderson Power connector. With locked and keyed.
Indicators:	LED for Line Available, Bypass, Ups On Line, UPS Available.
Dimensions:	7.5 x 5 x 2.5
Weight:	1.4 lbs

*Warranty:*

A standard (2) two year manufacturer warranty shall be provided for all electronic components. All batteries shall carry a one year warranty.

Subsection 614.13 shall include the following:

Emergency Vehicle Traffic Signal Priority Control System units shall include a four-channel card and the number of detectors as shown on the plans. Emergency Vehicle Traffic Signal Priority Control System shall be measured and paid by the number of intersections at which the system is installed. The item shall include all labor, materials, and ancillary hardware required to provide a fully functioning system to the satisfaction of the Engineer.

**REVISION OF SECTION 614  
CCD MICROWAVE VEHICLE RADAR DETECTOR**

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

**DESCRIPTION**

This work shall consist of furnishing and installing microwave vehicle radar detectors in accordance with these Special Provisions at the locations shown on the Plans. Contractor shall order the Wavetronix SmartSensor HD, configuration software, mounting hardware, and compatible Click! DIN rail mountable components.

**MATERIALS (Pole Mounted Within 40' of Traffic Control Cabinet)**

The Microwave Vehicle Radar Detector (MVRD) shall include the radar detector unit, 20' standard combination power/data cable with connector, required length of un-terminated Belden 9330 or approved equal 4 pair separately shielded 22 AWG cable to reach from pole mounted communications cabinet to traffic control cabinet, data line surge suppressor, pole mount hardware, communications cabinet, and configuration software.

The radar detection unit shall be a non-intrusive device using frequency modulated continuous wave radar technology for the gathering of vehicle information including traffic volume, lane occupancy, individual and average speed, vehicle classification, and presence. It shall have auto configuration capabilities to simultaneously identify up to ten highway lanes with the ability to detect over center median barriers and accurately detect partially occluded vehicles. Weather shall not impact the radar detection of the unit. Wind or temperature change shall not cause the device's original field installation configuration to alter over time. The radar detection unit shall include the manufacturer's recommended power/communication cable. The radar detection unit shall meet the following minimum requirements:

- |      |                            |  |
|------|----------------------------|--|
| (1)  | Installation Type:         | Side Fire or Forward Fire installation |
| (2)  | Detection Zones:           | Up to 10 Lanes Simultaneously          |
| (3)  | Detection Range:           | 3 to 250 feet                          |
| (4)  | Detection Zone Resolution: | 1 foot                                 |
| (5)  | Time Resolution:           | 2.5 msec                               |
| (6)  | Elevation 3 dB Beamwidth:  | 65°                                    |
| (7)  | Azimuth 3 dB Beamwidth:    | 7°                                     |
| (8)  | Operating Frequency:       | 24.0 to 24.25 GHz (K-Band)             |
| (9)  | Communications:            | RS-232 and RS-485                      |
| (10) | Power:                     | 8.0 Watts at 9 to 36 Volts DC          |
| (11) | Operating Temperature:     | -40 to +165°F (Ambient)                |

- (12) Humidity: Up to 95% Relative
- (13) Shock: 10g 10ms Half Sine Wave

The communications cabinet shall be non metallic Nema 4x enclosure or equivalent, measuring 8 x 6 x 4 inches (H x W x D), and have a securable hinged door with weather proof seal to prevent the ingress of wind and water. The communications cabinet shall include an internal backplane with DIN rail and mounting bracket assembly for attachment to supporting pole.

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## **REVISION OF SECTION 614 CCD MICROWAVE VEHICLE RADAR DETECTOR**

The DIN rail mountable components to be installed inside the communications cabinet shall include a WX-SC-200 Click 200 data line surge suppressor with hot swappable protected busses. The Data Line surge suppressor shall provide protection for RS-232, RS-485, and DC power to the radar detection unit. Wiring for the surge suppressor shall be by means of pluggable screw terminals and include unprotected as well as protected RS-232 and RS-485 communications connectors and shall have a minimum operating temperature range of -29 to 165°F up to 95 percent relative humidity.

### **MATERIALS (mounted inside 334 traffic control cabinet)**

There shall be a 19" bent rack mount Din rail, a Din rail mountable WX-SC-206 Click 206 .05 Amp re-settable circuit breaker and switch, a DIN rail mountable WX-SC-201 Click 201 AC to DC power converter. The power supply shall accept input voltage from 100 to 240 VAC at 45 to 65 Hz and provide 24 VDC output at 1Amp. The power supply shall have a minimum operating temperature range of -29 to 165°F up to 95 percent relative humidity. The power supply shall provide for 100 percent power reserve for a minimum of 20 ms to protect against static voltage dips, transient failures of supply voltage, or continuous phase failures. There shall be a WX-SC-205 Click 205 AC lightning power line surge protector DIN rail mountable with hot swappable protected busses, and a WX-SC-200 Click 200 data line surge suppressor. The surge suppressor shall provide protection for RS-232, RS-485, and DC power. Wiring for the surge suppressor shall be by means of pluggable screw terminals and include protected and unprotected RS-232 and RS-485 communications connectors. The surge suppressor shall have a minimum operating temperature range of -29 to 165°F up to 95 percent relative humidity. The necessary number of input file-mountable WX-SC-174 Click! 174 four-channel and/or WX-SC-172 Click! 172 two-channel contact closure (loop emulator) modules with required RJ-11 patch cords shall be provided to emulate 1 primary and 1 secondary loop for each mainline lane.

### **CONSTRUCTION REQUIREMENTS**

Two conduit access holes, not to exceed 1.5 inches shall be made on the bottom of the communications cabinet. One of these holes is to be used for the power/communications cable in from the sensor and the other for the power/communications cable out to the traffic control cabinet. The access holes shall be positioned at a location to ensure the proper, safe routing of wiring entering the cabinet. 3/4 inch Type 201 stainless steel strap used in conjunction with Type 201 stainless steel buckles shall be used to mount the communications cabinet to the structure so that the top of the cabinet is approx 5 feet above surrounding grade. The communications cabinet shall be oriented such that anyone working in the cabinet has direct line of sight with oncoming traffic. The Contractor shall be responsible for any necessary modifications or additions needed to mount the communications cabinet to the structure.

0.75 inch Type 201 stainless steel strap used in conjunction with Type 201 stainless steel buckles shall be used to mount the radar detection unit at a height and angle determined by roadway off-set and detection distance in accordance with manufacturer's recommendations and shall be properly grounded per the manufacturer's specifications.

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**REVISION OF SECTION 614  
MICROWAVE VEHICLE RADAR DETECTOR**

The manufacturer's recommended power/communication cable shall run on the interior of the mounting structure from the radar detection unit to the communications cabinet. A hole not to exceed 1.5 inches shall be made 12 inches below the radar detection unit to allow passage of the power/communications cable into the structure. The

Contractor shall ensure strain relief and drip loops in the power/communication cable before the cable enters the structure in accordance with manufacturer's recommendations. Two holes not to exceed 1.5 inches shall be made below the communications cabinet to allow the power/communications cables to pass from the interior of the structure to the interior of the communications cabinet. Flexible conduit shall be used to run cables from the structure to the communications cabinet.

The Contractor shall run and connect power from the structure to the 0.5A circuit breaker and power line surge protector in the 334 traffic control cabinet. The Contractor shall wire supply power, power supply, surge suppressors, breaker, and radar detection unit in accordance with the manufacturer's recommendations. The radar detection unit shall be wired to support RS-232 serial communications.

All holes shall be free of burs and sharp edges prior to the installation of all cable, conduit, and conduit nipples. All cable entrances in structures, conduits, and cabinets shall be sealed and waterproofed. All wiring and electrical connections shall be performed in conformance with the latest version of the NEC.

The Contractor shall configure the radar detection unit to detect all lanes, in accordance with the manufacturer's recommendations.

The units shall be environmentally hardened for outdoor use with a temperature range of -10 to +80 degrees centigrade and available in one, two or four RS-232 port units. Also included at this location, a 120 volt AC to 24 volt DC power supply shall be included. This unit shall have a slim line DIN mountable case and be mounted to DIN rail in the 334 traffic control cabinet. The Contractor shall provide units which are compatible with current Department devices installed at various locations.

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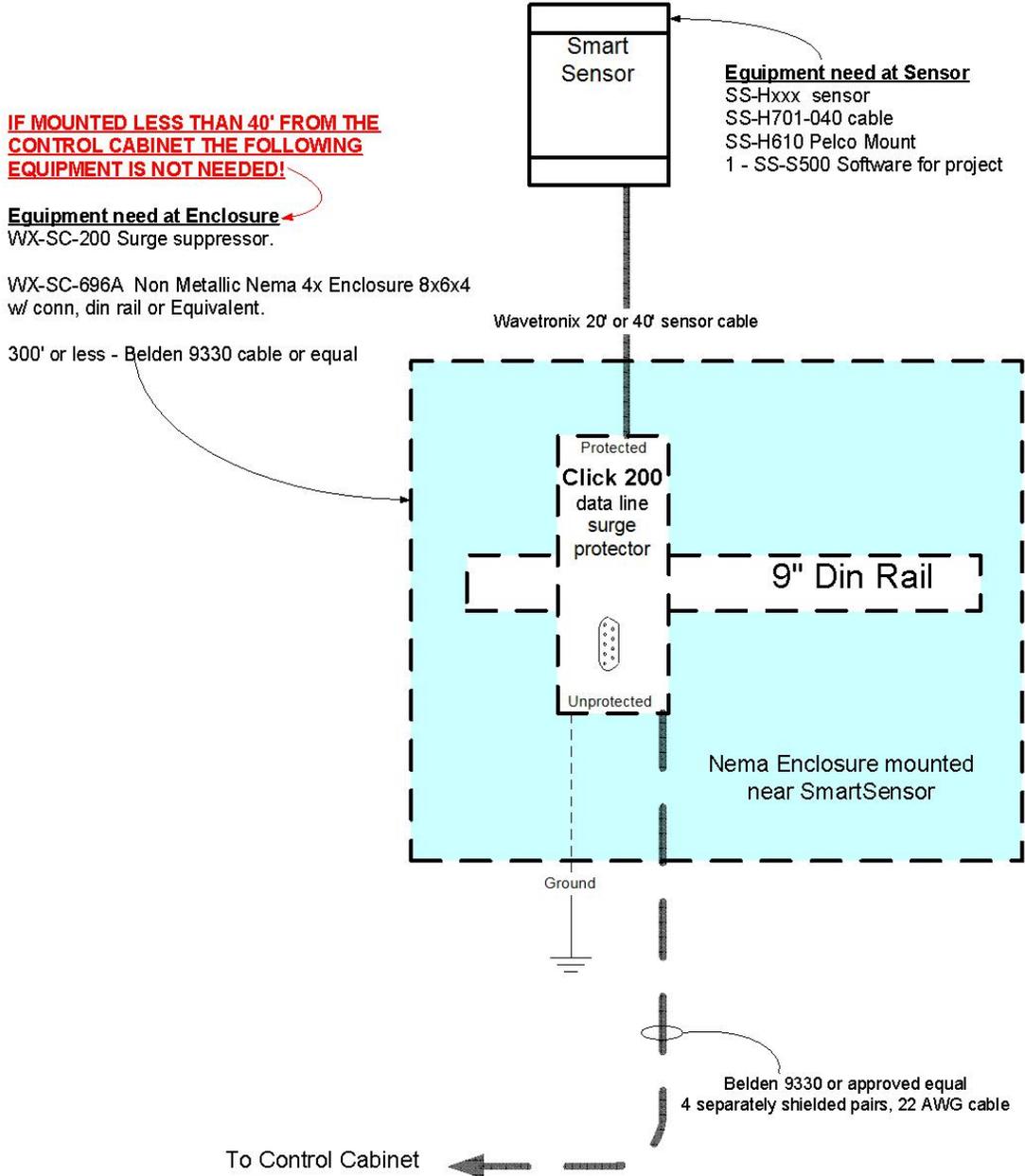
**REVISION OF SECTION 614  
CCD MICROWAVE VEHICLE RADAR**



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REVISION OF SECTION 614  
CCD MICROWAVE VEHICLE RADAR DETECTOR

Equipment drawing for each SmartSensor located less than  
300' from control cabinet (as the wire travels).



**REVISION OF SECTION 614  
TELEMETRY (FIELD)**

Section 614 of the Standard Specifications is hereby revised for this Project as follows.

Subsection 614.01 shall include the following:

This work consists of fan-out and termination of fiber optic (interconnect) cable at each controller cabinet locations as identified in the plans. This work also includes providing and installing all necessary telemetry equipment including but not limited to optical splice closures, field patch panels, splice organizers, cables, pigtailed/jumpers and labels.

Color-coded fibers and buffer tubes shall be used throughout the entire Project. At the terminal points the jackets shall be stripped and the ends taped. Gel filled compound shall be removed using filled cable cleaner.

At every cabinet or optical closure, only the fibers identified in the plans to be spliced and/or connected to a patch panel or other internal device are required to be landed. All cut and unconnected fibers shall be sealed in a manner recommended by the fiber optic cable manufacturer and coiled neatly in a splice organizer.

The same color-coded pairs of fibers and/or wires shall be used throughout the entire Project unless shown as otherwise in the plans. Gel filling compound shall be removed using filled cable cleaner.

Subsection 614.08 shall include the following: Fiber Optic Patch Pigtail:

The fiber optic pigtail cables shall consist of MM fibers housed individually in protective jackets. Both ends of the cable shall be connected. Fiber optic patch cord cable shall be suitable for operation over a temperature range of -30 degrees to +60 degrees Celsius. Fiber optic patch cord cables shall be of length suitably long to be connected between the interconnect panel and the communications equipment (i.e. fiber optic transceivers). Patch cord couplings shall be compatible with termination points. Appropriate strain relief in the cabinet (through cable ties) shall be installed at a minimum of three locations. Sufficient slack shall be left to allow relocation of the equipment anywhere in the cabinet. The attenuation of a fiber optic patch cord cable after installation, not including the connector loss, shall not exceed 0.1 dB measured at 850 nm and 1300 nm.

Connectors:

The connector shall have a ceramic ferrule with a nickel-plated nut and body. The connector shall be an AT&T ST style compatible field mounted connector. The connector shall be compatible with a physical contact (PC) finish. All connectors shall be polished to a PC finish such that the return loss per mated pair of connectors is less than -25 dB. The return loss when the connector is mated with previously installed connectors shall be less than -18 dB.

The connector insertion loss shall not be greater than 0.20 dB (typical). The connector loss shall not vary more than 0.20 dB after 1000 repeated matings. Tensile strength shall withstand an axial load of 20 lb. with less than 0.20 dB change.

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**REVISION OF SECTION 614  
TELEMETRY (FIELD)**

Index matching fluids or gels shall not be used. The connectors shall be compatible with the optical fiber surrounding jacket and shall be installed on one end of the optical fiber in accordance with the manufacturer's recommended materials, equipment and practices. The connector shall be suitable for the intended environment and shall meet the following environmental conditions:

Operating Temperature: -40° to +80° C  
Storage Temperature: -40° to +85° C

The connector loss shall not vary more than 0.20 dB over the operating temperature range. Connectors shall be protected by a suitably installed waterproof protection cap.

Miscellaneous Cabling:

Fiber optic patch cords shall be fiber optic jumper cable, duplex, ceramic ferrule, MM 62.5 nm, adaptable to AT&T ST style connectors, 2 meters in length, ITT Canon Model 161001-4020 or approved equal. Cable from fiber optic modem to Port 3 controller harness shall be 25-pin cable Model 44982G4 or approved equal. The Contractor shall deliver transceivers to the City's Traffic Signal Shop. Contact Joe Strauss (720) 865-4062 for coordination.

Optical Splice Closures:

Coyote Runt or Coyote Pup Type closures shall be provided for splicing lateral fiber optic cables to the main (backbone) fiber cable in all pull box locations that are identified in the plans. All closures shall include 1-Inch future port kit (part no. 8003408, Pre- Formed Line Products). The Coyote Runt Closure shall be used at locations with 3 fiber optic cables. In locations requiring more than 3 cables, a Coyote Pup Closure shall be installed.

Subsection 614.13 shall include the following:

Telemetry (Field) shall be measured by the total number of cabinets at which the interconnect cable is fanned out, terminated, connected, patch panels and fiber-optic interfaces installed. All labor and materials required to perform panel installations including but not limited to fiber optic cables, provide in-cabinet strain relief, fan-out, cable termination and connection to the controller is considered included in the unit price for this item.

This item, therefore, includes the following:

1. All required in-cabinet cable ties and strain relief (including ancillary hardware and labor to complete);
2. All required fan-out kits, kit tools, ancillary hardware and labor to accomplish the fan-out at the cabinet;
3. All required pigtails and harness cables;

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**REVISION OF SECTION 614  
TELEMETRY (FIELD)**

4. All required interconnect centers and fiber optic interface panels in individual controller cabinets as shown in the plans;
- All required termination enclosures (including specified features), connectors, adapters, jumpers, pigtails, patch cord cables, ancillary hardware and labor required to accomplish the cabinet termination;
  - All required optical splice closures;
  - All other labor and material necessary to complete the item

All labor and materials necessary to complete this item shall be considered included in the unit price and will not be paid separately.

## REVISION OF SECTION 614

### CCD ETHERNET SWITCH

Section 614 of the Standard Specifications is hereby revised for this project as follows: Subsection 614.01 shall include the following:

This work consists of furnishing and installation of an Ethernet managed field switch, in the CCD controller cabinets. The switch shall be compatible with the existing system.

#### Subsection 614.08 shall include the following:

An Ethernet Switch is hereby added to the Standard Specifications and shall comply with the following specifications:

Managed Field Switch, shall be a Garrettcom Magnum Ethernet Managed Field Switch comprising of the following four (4) parts:

- (1) 6KQ-24VDC base unit with four 10/100 copper ports in slot A (without 24VDC power supply).
- (2) 6KQ-RJ45 module with four 10/100 copper ports in slot B.
- (3) 6KQ4-MLC module with four 100Mb 2km multi-mode LC fiber ports in slot C.
- (4) 6KQ-BLNK blank cover for 1 unused module in slot C.

The field switch must also meet the following requirements:

May be configured with a variety of 10/100/1000 Mb fiber and copper port connector types - 16 total ports maximum.

Heavy duty and environmentally hardened fully enclosed metal case with advanced thermal design used as a heat sink (no fan).

Dual LEDs for all-around status viewing.

Wire speed filtering and forwarding across all ports - 802.3x flow control, 802.1p priority packet processing, self-learning 4K-node address table, large 240KB packet buffers for 10/100 and 120KB for 1000Mb.

The unit shall be configured as a minimum: Filtering/Forwarding Rate Performance:

Ethernet (10Mb): 14,880 pps

Fast Ethernet (100Mb): 148,800 pps

Gigabit Ethernet (1000Mb): 1, 488,000 pps

Switching Processing Type: Store and Forward with IEEE 802.3x full duplex flow control, non-blocking

Data Rate: 10Mbps, 100Mbps and 1000Mbps

Address Table Capacity: 4K node, self-learning with address aging

- Packet buffer size: 240KB for 10/100 and 120KB for 1000Mb
- Latency: 5  $\mu$ s + packet time (100 to 100Mbps); 15  $\mu$ s + packet time (10 to 10 Mbps, and 10 to 100Mbps)

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**REVISION OF SECTION 614  
CCD ETHERNET SWITCH**

- Throughput with 12 10/100 and 2Glink max.- 4.76M pps (Transmit)
- Back plane- 2.66 GB/s per slot LEDs:
- Per Port (one set at the port, one set on swivel top on right side)
- LK: Steady ON when media link is operational
- ACT: ON with receiver port activity
- FDX/HDX: ON = Full-Duplex Mode; OFF = Half-Duplex Mode
- 100/10: ON = 100Mbps speed; OFF = 10 Mbps

Network cable connectors:

- 1000Mb fiber ports: all standard Gb SFP Transceiver types supported
- 1000Mb copper ports: 10/100/1000Mb auto-negotiating, Cat5e & 6 UTP/STP
- 100Mb Copper and PoE: Category 5 UTP/STP; 10 Mb: Cat. 3, 4, 5 UTP/STP
- 100 Mb Fiber ports connector options: multi-mode FX-MTRJ, LC, ST, SC; Single-mode 15Km LC, 20Km SC and ST, and 40 Km "long reach" single-modes SC.

Operating Environment:

- Ambient Temperature: -40° to 140° F (-40° to 60°C)

Alarm Relay Contacts:

- One NC indicating internal power, one NC software controllable

DC Power Supply:

- 24VDC Power Input nominal (range 18 to 36VDC)
- Power Consumption: 35 watts worst case (for a fully loaded fiber model); 12 watts typical (for a small 4 port copper-only model)

Vertical mounting normal:

- Suitable for wall or DIN-Rail mounting

Testing Requirements\_- The Contractor shall supply one unit of Ethernet Switch to the Engineer for specification compliance testing and approval. If the product passes the specification compliance testing and approval evaluation, the Contractor will be notified to complete the order. If the product does not pass the specification compliance testing and approval evaluation by CCD-TES, the test unit will be returned back to the Contractor. The Contractor shall supply other units until CCD Accepts the test results.

Subsection 614.14 shall include the following:

Each package shall contain one Ethernet Switch, set of mounting bracket, Installation and User guides, and Product Registration Card.

## 12. COVER MEP SYSTEM

### 12.1. General

- 12.1.1. The Developer is responsible for the design, installation, testing and commissioning of the mechanical, electrical and plumbing systems (MEP) for the Cover and the Lowered Section between Brighton Boulevard. and Dahlia Street.
- 12.1.2. The Developer shall deliver the Cover MEP System to provide for the safe and efficient operation and maintenance of the I-70 Mainline so as to minimize risk to Users, both in terms of controlling the likelihood of serious incidents with adequate lighting, signing and traffic control systems, Intelligent Transportation System (ITS), and mitigating the severity of incident consequences through effective fire protection systems and procedures.
- 12.1.3. The Cover MEP System shall include:
- a. The fire and life safety system, including:
    - i. Mechanical ventilation;
    - ii. A Fixed Firefighting System (FFFS) and associated water supply systems (required to limit the maximum reasonable design fire to that which is manageable by the longitudinal ventilation system);
    - iii. Fire detection systems;
    - iv. Emergency facilities including Emergency panels and fire hydrants;
    - v. Control systems required for system operation, monitoring, and control;
  - b. Cover lighting;
  - c. ITS;
  - d. Signage;
  - e. Cover specific drainage system; and
  - f. Water and power supplies to support the above.
- 12.1.4. The fire and life safety system shall be designed and installed to:
- a. Provide early detection of vehicle fire events in the Cover;
  - b. Facilitate rapid and effective operator response;
  - c. Instigate and manage effective self-rescue; and
  - d. Facilitate effective Fire Department intervention.
- 12.1.5. Individual system specifications provide minimum extents of systems/assets and are not intended to present prescriptive limits. The Developer's design solution and implementation methods may require interventions that exceed the stated minimum design requirements in order to comply with the applicable General Requirements and meet or exceed the applicable Targets for the Cover MEP System as specified in Schedule 11 Operations and Maintenance Requirements.
- 12.1.6. The Developer is solely responsible for the analyses, reports, design, drawings, detailing, clearances, manufacture, supply, coordination, installation, integration, commissioning, testing and operation of the systems. The Developer shall design the Cover MEP system to ensure functional coordination and integration of all the individual systems. The Developer's Construction Work shall include all necessary incidental Activities, services and actions required to deliver a fully functional system that meets the requirements of the Project Agreement.
- 12.1.7. The Developer shall produce a Fire System Performance Report as part of its engineering analysis, in accordance with this Section 12 and as required by NFPA 502.

- 12.1.8. All equipment mounted in the Cover shall be mounted in such a way that it meets all design standards both in normal and Emergency use. This shall include measures such as mounting equipment outside of vertical clearance requirements on the Cover walls adjacent to I-70 Mainline or recessing all low-level equipment to not protrude into the horizontal clearance requirements.
- 12.1.9. The Developer shall provide emergency exit doors near each entry Portal to each bore and at a minimum one additional emergency exit door located within the Cover (spaced equally), which exit doors shall be for Fire Department use and meet the requirements of the National Fire Protection Association (NFPA) standard 502 subsection 716.5 and the subject requirements provided herein.

## **12.2. Applicable Standards**

- 12.2.1. The Cover MEP System shall be designed to comply with the Construction Standards. The requirements of the NFPA standard 502 and associated standards and specifications apply to the Cover and the Lowered Section on the approaches to the Cover. The Construction Work for the Cover is classified as *Category C* for fire protection and fire life safety purposes.
- 12.2.2. The requirements of the NFPA standard 502 and associated standards and specifications apply to the entire length of the Lowered Section, the limits being between Brighton Blvd. and Dahlia Street.
- 12.2.3. The Developer shall design, install, test, commission and put into operation the Cover MEP System in accordance with the Construction Standards and the requirements specified in this Section 12. The extent of the Cover MEP System shall include the whole of the Cover (including I-70 Mainline, Portals etc.), immediate approaches, all associated plant/equipment rooms and spaces, yards, interconnecting spaces (including pipes, ducts, cabling etc.), local and remote control centers etc., unless stated otherwise.

## **12.3. Durability**

- 12.3.1. All equipment used in the Cover MEP System shall be protected against temperature range and atmospheric corrosion, including saline atmospheres. Materials used shall not be susceptible to mold growth, or attack by vermin or other life forms. All components shall have a minimum design life of 20 years.
- 12.3.2. All cable management systems (CMS) i.e. trunking, trays, conduit, brackets, enclosures etc. for equipment and ancillary items inside the bores of the Cover (including on the Portals and on the cross bore escape doors) shall be manufactured from grade 316L stainless steel.
- 12.3.3. Enclosures shall have minimum penetration protection rating to withstand sustained water jetting at a pressure of 1450 psi (10 MN/m<sup>2</sup>) for a period of 15 minutes without penetration of water or loss of surface finish, together with resistance to dust ingress.
- 12.3.4. Enclosures shall have a high impact resistance. Durable finishes shall be provided to all materials to resist mechanical stress due to moisture, traffic exhaust fumes, Cover washers brush, cleaning detergents, etc.
- 12.3.5. Enclosures shall be designed to be free draining so that water does not 'pond' on any surfaces.

## **12.4. Pipework**

- 12.4.1. The Developer shall use pipe work with anchor joints avoiding the use of concrete anchor or thrust blocks. However, additional anchoring or restraint shall be provided to the pipe work where required. The Developer shall consider the effects of surge within the fire and water distribution systems and shall provide a surge suppression system or devices to counter the effects of surge.
- 12.4.2. The water and fire mains shall be adequately insulated and trace heated where subject to freezing. The mains passing through the Cover shall be insulated and trace heated. Trace heating shall be monitored on the Developer's Command Control and Monitoring System (CCMS). Fire suppression distribution mains shall be insulated and trace heated up to the section

control valve as directed by the system provider. Domestic water services within plant rooms shall be insulated and trace heated. Insulation shall be fire resistant and smoke retardant.

12.4.3. Pipework shall have electrical earth bonding.

12.4.4. Section isolation valves shall be provided at suitable locations and spacing along the Cover to facilitate inspection and maintenance Activities and automatic air release and drain valves shall be provided where necessary. These valves shall be monitored on the CCMS.

## **12.5. Fixtures**

12.5.1. No fixture shall be made within two inches of the edge of a transverse movement joint in the Cover structure.

12.5.2. All fixings shall be Grade 316L stainless steel, with a grade appropriate to the environmental conditions in the Cover and the design life of a particular item of equipment to be supported.

12.5.3. All fixings shall be designed to withstand a temperature of 842°F for a minimum period of one hour without loss of their design load carrying capacity. All fixings for equipment shall be designed so as to not overstress, damage or affect the performance or life of the structural fire protection system.

## **12.6. Electromagnetic Environment**

The Developer shall ensure that any electrical and electronic equipment shall not be interfered with by, nor shall interfere with, any communications systems (including public radio and Emergency Services radio).

## **12.7. Cables**

All cables shall be low smoke and fume and shall be suitable for its CMS in a Cover environment. Any cables exposed to daylight shall be ultraviolet resistant.

## **12.8. Training**

The Developer shall provide operator and maintenance personnel training for each system prior to being put into use. This training shall include all aspects of operation, maintenance, configuration and future modification of the installation. The Developer shall provide training to the Department's staff who will be required to operate the I-70 Mainline and Cover MEP System in the event of the Developer's control room being unusable. The Developer shall provide in a suitable electronic format all training material and notes suitable for Department to train staff in the future. The Developer shall also develop suitable operator and maintenance personnel testing regime to ensure that all staff are trained and understand the systems to a competent level.

## **12.9. Special Tools**

The Developer shall provide any special tools required to maintain the equipment, including licenses for any software required to maintain the system.

## **12.10. Cover Reference System**

The Developer shall agree with the Department and establish a common referencing system for the length of the Cover, for identifying position along the I-70 Mainline and for referencing within asset registers. This shall be coordinated with the rest of the I-70 Mainline. This referencing system shall be clearly and indelibly marked within the Cover I-70 Mainline, using a method Accepted by the Department. The referencing system shall be coordinated with the Emergency response systems to ensure efficient identification of zones within the Cover during an Emergency for the purposes of operator response, system activation and Fire Department information.

## **12.11. Cover Design Baseline Report**

12.11.1. The Developer shall submit a Final Cover Design Baseline Report (consistent with the Draft Cover Design Baseline Report submitted with the Proposal) to the Department for Acceptance in

accordance with the Project Schedule. The Cover Design Baseline Report shall provide a system description that includes as a minimum the following Elements:

- a. System block diagrams for the ventilation, FFFS, fire detection, power supply, fire alarm, water supply, and data communication systems;
- b. Proposed ventilation system type and supplier;
- c. Proposed FFFS type and supplier;
- d. Fire detection system type, model and supplier;
- e. CCTV camera system type, model and supplier;
- f. Operator interface system;
- g. Monitoring and control system;
- h. Proposed system operation;
- i. Hydraulic and pneumatic calculations;
- j. Computational Fluid Dynamics (CFD) analysis process, model, cases and assumptions;
- k. Proposed approach to demonstrating FFFS performance;
- l. Analysis of the safety functions for all fire and life safety systems as prescribed in IEC61508-1
- m. Lighting and signing;
- n. ITS; and
- o. Drainage.

#### **12.12. Emergency Response Plan**

12.12.1. The Developer shall prepare an Emergency Response Plan (ERP), as described in NFPA 502. The Developer shall conduct coordination meetings with the Department and stakeholders including City of Denver (CCD) Fire Department, to discuss the details of the Cover MEP System operation and Emergency procedures. The ERP shall be submitted by the Developer to the Department for Acceptance at the same time as the Final Cover Design Baseline Report.

12.12.2. The Developer shall update the ERP and submit no later than 60 Calendar Days prior to opening of the Cover, or any part thereof, for Acceptance by the Department.

#### **12.13. Ventilation**

##### **12.13.1. Scope**

A Cover MEP System shall include a Cover Ventilation System (CVS). The scope of the CVS specification is limited to the ventilation of the Cover over I-70 Mainline only and excludes any plant room or service building ventilation systems.

##### **12.13.2. System Requirements**

The CVS shall be of longitudinal concept comprising jet fans. The system shall be developed for the following two principal operating modes:

- a. Normal and congested operations: in situations where the traffic induced airflow is insufficient to maintain vehicle emitted pollutants to within acceptable levels, additional airflow will be generated by the ventilation system; and
- b. Emergency operations: in the event of an Emergency incident, the ventilation system shall be operated to control the smoke and hot gasses and shall discharge the smoke and gases via the exit Portal.

12.13.3. Design Objectives

- a. The CVS shall be designed to meet the following objectives:
  - i. To provide sufficient capacity for adequate pollution control in the Cover over the I-70 Mainline during normal and congested traffic conditions;
  - ii. To provide sufficient ventilation to maintain tenable conditions in the Cover over the I-70 Mainline for the evacuation of Users during a fire; and
  - iii. Maintain reasonable conditions for the intervention and rescue operations of the Fire Department.

12.13.4. Design Criteria

- a. Normal and congested operations
  - i. The CVS shall provide air flow to induce sufficient outside air into the Cover to ensure acceptable levels of vehicle emission contaminants are maintained throughout.
  - ii. The permissible exposure limits for each bore shall be in accordance with Environmental Protection Agency and FHWA standards. Maximum limit levels for normal traffic operations are given in Table 12-1 below:

**Table 12-1 Maximum Pollutant Levels**

<b>Pollutant</b>	<b>Maximum Limit</b>
Carbon Monoxide, CO	120 ppm
Nitrogen Dioxide, NO <sub>2</sub>	1 ppm
Nitric Oxide, NO	15 ppm
Particulate Matter, PM	0.007 m <sup>-1</sup> extinction coefficient

- b. Emergency Operations
  - i. The CVS shall be designed such that, in the event of fire during normal, free-flow unidirectional traffic conditions, the system shall induce airflow in the incident bore that moves smoke and hot gases towards the exit Portal, maintaining tenable conditions for self-rescue. Emergency Service intervention will be via a route upstream of the fire event.
  - ii. The Cover and approach/exit highways sections shall be designed to facilitate the rapid clearance of traffic from the Cover downstream of any incident. In the case of a fire during congested unidirectional traffic (i.e. where traffic may be stationary both sides of a vehicle fire), the Developer shall develop operational procedures and a ventilation response to provide the best conditions for escape within the constraints of the CVS design for normal, free-flowing unidirectional traffic. The non-incident bore can be assumed to be operationally available for evacuation.
  - iii. The design fire size for the Cover MEP System shall be 30 MW convective peak heat release rate. The CVS is required to be capable of generating at least the critical velocity for smoke control for the design fire at the worst-case location in the Cover during an adverse Portal pressure condition.
  - iv. The CVS shall be designed to minimize recirculation of smoke from the incident bore to the non-incident bore during an Emergency.
  - v. The CVS shall be designed to meet the air flow requirements with the cross connecting doors between the bores open during evacuation.

12.13.5. Noise

Noise levels in the Cover, under full operation of the CVS, shall account for any specific requirements of the Fire Department and not be so high as to interfere with the use of Emergency communications systems. The maximum level as defined in NFPA 502 shall not be exceeded.

12.13.6. Ambient conditions

The Developer shall base the CVS design on the following ambient conditions:

- a. Ambient temperature of 100°F;
- b. Local elevation of 5250 foot; and
- c. Adverse Cover Portal pressure condition representative of a credible worst case headwind defined as the headwind not exceeded 5% of the time.

12.13.7. Jet fans

- a. The jet fans shall be of the horizontal shaft unidirectional type complete with silencers with bell mouth on both ends of the jet fan and shall fit outside of the headroom and width clearances. The mounting of jet fans parallel or inclined to the roadway surface shall be taken into account in their selection, design and manufacture. The jet fans may be inclined, fitted with adjustable air flow directors or fixed deflectors for setting the optimum jet effect.
- b. Each jet fan unit shall be capable of producing a minimum design thrust to meet the specified design criteria under local worst case atmospheric conditions. The thrust developed per power of motor input power shall be taken as an assessment of the fan efficiency.
- c. The complete jet fan assembly, including but not limited to the fan, fan motor and cables shall be capable of operating in the ambient temperature during normal operation.
- d. Anti-vibration mountings shall be provided to reduce the transmission of vibrations, at frequencies associated with the fan running speeds and their first three multiples (harmonics), to levels that are acceptable for transmission of noise and vibration through the structure.
- e. Jet fans shall be equipped with vibration monitors to enable the transmission of vibration levels to the CCMS. The CCMS shall be programmed to provide an alarm indication when the level of vibration exceeds that specified by the manufacturer. The design shall be such that under Emergency operations any vibration alarms shall be inhibited and shall not result in the switching off of a jet fan.
- f. Jet fans shall be equipped with motor temperature monitors to enable the transmission of temperature levels to the CCMS. The CCMS shall be programmed to provide an alarm indication when the level of motor temperature exceeds that specified by the manufacturer. The design shall be such that under Emergency operations any motor temperature alarms shall be inhibited and shall not result in the switching off of a jet fan.
- g. The complete fan assembly, including but not limited to the fan, fan motor and cables, shall be designed and installed such that it not suffer mechanical, electrical or structural failure when operating at full capacity in smoke laden air with an ambient temperature of 482°F for a minimum period of one hour. The Developer shall include a manufacturer's type test certificate showing that the design meets these requirements as part of its design submittal.
- h. The whole fan assembly shall be waterproof and capable of withstanding water spray from maintenance washing vehicles and the FFFS. A drain fitting with cap shall be located in the lowest part of the fan housing, if not self-draining by manufacturers design.

12.13.8. Jet fan motors

The jet fan motors shall conform to the following requirements:

- a. Suitable for use in the corrosive atmosphere;
- b. Suitable for use with soft starters;
- c. Be totally enclosed fan ventilated cage rotor type;
- d. Protected motor enclosure;
- e. Lifting lugs or eyes shall be provided; and
- f. Capable of being run in an inclined position, not greater than 15° from the horizontal with no detrimental effects.

12.13.9. Ventilation Control System

A ventilation control system (VCS) for the CVS shall be integrated into the CCMS to:

- a. Permit interface between the operator and CVS equipment components;
- b. Provide automatic ventilation control in normal operations, ensuring the Cover is maintained within required environmental conditions that can be adjusted when required;
- c. Operate in real time to provide live monitoring, control and fault reporting of the CVS equipment;
- d. Provide real time indication of status and alarm conditions at various operator locations;
- e. Interface with and provide data transfer between related systems;
- f. Provide a secure interface between the CVS equipment and the automatic incident/fire detection systems in the event of fire in the Cover; and
- g. Minimize effects and constraints on tunnel operations through automatic reconfiguration modes in the event of plant failure or routine maintenance activities.

12.13.10. Monitoring Equipment and System

Monitoring equipment shall be provided for the continuous monitoring of Visibility, CO, NO<sub>2</sub>, air speed, air flow direction and temperature in the Cover and:

- a. For pollution monitoring, a logical method for control shall be developed for normal, maintenance and congested operations and safeguard the fans from frequent switching;
- b. Pollutant and visibility monitors shall be located adjacent to the traffic lanes in the Cover, at locations where the worst level is anticipated;
- c. All monitoring equipment shall be calibrated to represent the average air quality within the Cover;
- d. Monitoring system shall be provided to facilitate operational data to be recorded and stored for analysis. Data to be recorded shall include pollution levels, Cover air speed, fan operations and alarm states;
- e. For the measurement of pollutants, at least two sampling points shall be provided at each side of the each bore of the Cover (eight in total). The location of sampling points shall avoid dilution by air circulating from the Portals;
- f. Monitoring stations shall be located and configured so as to provide data to drive the VCS for the management of pollutants in the Cover to acceptable limits;
- g. Monitoring equipment shall not be installed near to jet fan inlets and outlets so as to affect the performance of the CVS; and

- h. Six air speed and direction monitors shall be installed: two in each bore of the Cover to provide information to the operator on the flow speed and direction of air inside the Cover and two outside the Cover near to each Portal at a location suitable to provide information on external ambient wind conditions to the operator. Proposed locations shall be detailed in the Developer's Fire System Performance Report.

#### 12.13.11. Interfaces to Other Systems

- a. Command, Control and Monitoring System

The CCMS shall read and display the status and settings of all fans and control equipment. The operator shall be able to control the ventilation on a per bore basis using a series of pre-configured plans on the CCMS.

- b. Fixed Fire Fighting System

The CVS shall work in tandem with FFFS. The CVS shall be designed to be operated in a way that minimizes the impact on the effectiveness of the FFFS.

- c. Fire Detection and Alarm System

The CVS shall interface to the fire detection and alarm system to determine the location of any active fire detections.

- d. Pollution Monitoring System

The VCS shall interface with the pollution monitoring system via the CCMS, so that ventilation rates in the Cover can be set automatically, according to dilution requirements.

#### 12.13.12. Computational Fluid Dynamics Model

Effective performance in operation of the combined FFFS and the CVS shall be demonstrated through analysis with a CFD model and comparison to full scale fire test data relevant to the proposed design. The CFD model shall be validated for the proposed performance of the CVS and FFFS based on prior full scale tests of the proposed systems considering ambient conditions listed in Section 12.13.6.

#### 12.13.13. Report contents

Information on ventilation system performance requirements, design criteria and the demonstration of how the design meets the requirements for Emergency operation shall be placed in the Fire System Performance Report.

### 12.14. Fixed Firefighting System

#### 12.14.1. Scope

The Developer shall design and install the FFFS to serve the full length of both bores of the Cover. The FFFS shall be designed to achieve the following objectives in the event of a vehicle fire in the Cover:

- a. To control the fire and limit peak heat release rate and smoke production;
- b. To reduce temperatures in the vicinity of the fire to aid self-rescue operations;
- c. To reduce temperatures in the vicinity of the fire to reduce likelihood of fire spread; and
- d. To maintain conditions that are reasonable for Fire Department intervention.

#### 12.14.2. Basis of Design

The Developer shall design, provide, install, test and commission the FFFS in accordance with the Construction Standards and the requirements of the Authority Having Jurisdiction (AHJ). The Developer shall allow for all performance testing and demonstrations to the Department and the AHJ. The Developer shall undertake all necessary surveys and investigations to validate its

design including, but not limited to Utility surveys, investigations, inquiries with relevant Governmental Authorities and for obtaining all Governmental Approvals.

#### 12.14.3. Design Criteria

- a. A key design objective for the FFFS is to suppress a fire of potential to grow to 120 MW to an extent that provides conditions suitable for effective self-rescue and reasonable conditions for fire service intervention and for those Users unable/unwilling to self-rescue until assistance is provided.
- b. Water storage tanks and booster pumps or other means shall be provided to supply the FFFS and shall be maintained at required flow and pressures.
- c. The FFFS shall be designed so as to limit the maximum heat release rate to be handled by the CVS to 30 MW convective heat release rate. The design case to be considered shall be of a heavy goods truck with an ultrafast fire growth rate according to NFPA 92 up to a maximum of 120 MW.
- d. The time period between a fire ignition to fire detection shall be based on the performance characteristics of the fire detection system. The performance of the fire detection system shall be validated through full scale testing.
- e. The representative timeline of a design fire scenario, including characterization of the design fire, fire growth, fire detection, activation of Cover fire safety systems, self-rescue and Fire Department intervention shall be presented in the Fire System Performance Report.
- f. The Developer's designer shall be licensed. The installation and certification shall be carried out by certified contractors.

#### 12.14.4. FFFS Requirements

The entire Cover shall be protected by the FFFS, which shall be zoned and shall comprise:

- a. Water storage tank, or suitable alternative water supply provision in accordance with NFPA and Fire Department requirements;
- b. Pumps and controls;
- c. Wet main distribution pipework from the tank, to pump room and routed into and along the walls in the Cover near the soffit level;
- d. Section valves to create suppression zones of the minimum section length of 80 foot to 100 foot in length (three zones are activated during a fire equating to a protected area of 240 feet to 300 feet long);
- e. Dry secondary distribution pipework at high (soffit) level of the structure to feed the suppression nozzles above the traffic lanes; and
- f. Suppression nozzles connected to the secondary distribution network; the number of nozzles across the Cover width and nozzle banks shall be longitudinally spaced to provide sufficient and homogeneous flow pattern distribution in the area to be protected.

#### 12.14.5. Water Supply

- a. The Developer shall design, install and commission a water supply system to provide water supply for the FFFS. The water volume for the FFFS shall be sized based upon a minimum demand of one hour of simultaneous operation for three zones FFFS in the event of a fire, assuming no tank refill is occurring during the fire event.
- b. The water supply shall be adequate to provide water at the minimum working pressure at three adjacent sections simultaneously. Under dynamic full fire flow conditions, all locations within the system shall be demonstrated to have adequate pressure for the FFFS.

Operation of the FFFS shall not reduce the operating pressure or flow rate of the Cover standpipe system.

- c. The Developer shall be responsible for arranging the source of the FFFS water supply, which may be:
  - i. Direct mains supply from the local/municipal water company: capable of supplying the system minimum demand at the most disadvantageous location for the pipeline system for the required period; at a water quality that complies with the manufacture's requirements; or
  - ii. In order to provide adequate resilience for the water supply, a dedicated enclosed water storage tank may be considered for the FFFS which shall be located in a new plant room - at a water quality that complies with the manufacture's requirements; or
  - iii. Combination of i) and ii)

#### 12.14.6. Storage Tank

- a. For the tank option, if selected by the Developer as contemplated within Section 12.14.5.c.ii or iii, the quality of the incoming supply water that feeds the tank shall meet the performance requirements of the FFFS. Water treatment facilities shall be provided where required subject to water quality analysis and suitability for the system design.
- b. Water storage room shall be provided with bunding and drainage flood protection.
- c. Construction material of the tank shall be selected to avoid corrosion or water contamination.
- d. The water storage tank shall have safe maintenance access.
- e. In order to guarantee continuity of the system operation the water storage tank shall:
  - i. Have sufficient working capacity above the alarm levels to cope with the maximum fire suppression system demand for a continuous period of no less than 60 minutes; such capacity and contents shall be labeled outside the tank;
  - ii. Have a division plate to allow maintenance and cleaning of the tank while providing a reduced level of storage;
  - iii. Include an automatic mains water top-up facility;
  - iv. Be equipped with a quick fill connection linked to a breeching inlet within a clearly identifiable box remote from the Cover but be fully accessible for Fire Department or others' use;
  - v. Maintain the water temperature at a minimum of 39°F to prevent freezing. Antifreeze shall not be considered for freeze protection; and
  - vi. Be provided with bunding and drainage arrangements.
- f. The following conditions shall be monitored and alarmed:
  - i. High water level;
  - ii. Low water level;
  - iii. Water overflow in bunding area; and
  - iv. Water temperature levels.
- g. The following fittings shall be provided as minimum:
  - i. Drain valves and overflow outlets (drain valves to be padlocked shut and monitored on the CCMS);
  - ii. A valve between the tank and the pumps for maintenance purposes;

- iii. Venting to the atmosphere with appropriate screen/strainers to avoid ingress of debris and insects, etc. to the tank; and
- iv. External visual tank contents gauges and temperature gauges.

12.14.7. Pumping System

- a. If selected by the Developer as contemplated within Section 12.14.5.c.i or iii, the FFFS shall be equipped with one pump station to be located in a designated pump room.
- b. Pump units shall consist of one or more pumps and driven by electrical motors. The electrical power supply shall be dual redundant with automatic switch over. The electrical power supply shall comply with the Construction Standards.
- c. Pump sets shall be arranged with at least one pump available as a standby in the event of a duty pump failing.
- d. The pump station shall be capable of delivering 110% of the full design flow rate demanded by the FFFS at the required system pressure to supply the protected area - the three spray zones within the Cover - at the minimum pressure specific to the nozzle.
- e. Hydraulic and pneumatic calculations submitted with the Cover Design Baseline Report shall:
  - i. Apply only appropriate and validated calculation procedures for pressure loss calculations (i.e. the formulae of Darcy-Weisbach for liquid flow systems);
  - ii. Include provision for the elimination of the effects of surge and water hammer effects in section valves and the pipework system as a whole;
  - iii. Provide assurance that the pumped flows are acceptable in terms of flow rate and pressure at each nozzle location with full system deployment; and
  - iv. Provide pump and system characteristics curves. In addition performance curves shall be provided indicating the efficiency and power requirements including the operating range.
- f. The following equipment/fittings shall be provided as minimum within the pump station:
  - i. Isolating valves;
  - ii. Safety valves for each pump set at 115% of the operating pump pressure;
  - iii. Diverter valves;
  - iv. Manifolds;
  - v. Filters between the tanks and pump sets to be 100% redundant or self-cleaning and provide a by-pass for blockages;
  - vi. Flow meters;
  - vii. Pressure gauges;
  - viii. Controls; and
  - ix. Surge prevention devices.
- g. Water treatment shall be provided where required subject to water quality analysis and suitability for the Developer's system.
- h. Pump rooms shall be kept at a temperature above 39°F at all times in order to prevent freezing. Rooms shall be equipped with a suitable drainage and ventilation system.
- i. A jockey pump or an equivalent of such pump shall be used to pressurize the main pipe to a suitable stand-by pressure up to the section valves (wet pipes). Provision of non-return

valve between the pump and the pipes as well as test valve at the pump outlet shall be also provided.

- j. A booster pump or an equivalent of such pump shall be provided between the tank and the pump after the main filter to ensure the required pressure from the water tank should the Developer deem necessary. Redundancy of 100% for this pump (if used) shall be provided.

#### 12.14.8. Pipeline System

- a. The pipework shall be dimensioned to ensure that the minimum pressure tested is achieved at all nozzles of the activated sections. The maximum allowable pressure loss shall be within the limits given by the maximum and minimum tested pressure.
- b. A Hardy-Cross or similar pipe network analysis shall be performed for a variety of flow scenarios to identify the maximum and minimum dynamic pressures in the system when operated in various hydraulically remote states. This analysis shall identify the maximum flow velocities expected within the pipe, to ensure that the pipe hanging system is adequate to resist the bend forces expected in the pipe network. Pressure surge mitigation shall be sized to safely handle water hammers expected during the transient operation of the system when various remotely located valves are closed. Where necessary, the Developer shall incorporate into the structural design, any strengthening necessary to eliminate any overstress. Sleeves shall be cast in the hole and the annulus between pipe and the sleeve shall be suitably fire stopped.
- c. The Cover shall be equipped with a main pressure line feeding through section valves into individual zones and associated nozzle arrays.
- d. Pipe material shall be tolerant against corrosion. Adequate support shall be provided for all exposed pipework, nozzles and valves to:
  - i. Prevent undue stresses being imposed on them during operation and while joints are uncoupled for maintenance purposes;
  - ii. Comply with expected levels of load, vibration, water hammer, air velocities and heat resistance; and
  - iii. Minimize the effect of high vehicle impact against nozzles and pipework.
- e. The wet sections of the pipework shall be maintained at a minimum temperature of 39°F at all times, so the design shall include provisions to guarantee this minimum temperature requirement (e.g. insulation and trace heating).
- f. Filters and strainers shall be provided to pipelines that lead water from the tank to the pump station to avoid any particles entering the pumps, hence blocking the distribution system.

#### 12.14.9. Valves

- a. All valves constituting the FFFS shall be provided with means of monitoring status which shall be reported to the CCMS. Section valves shall be robust, remotely controlled and fully leakage free.
- b. Valve enclosure boxes shall be fire resistant and provide sufficient resistance to permit continuous and full functioning of valves for a minimum period of two hours with the fire suppression system operating, taking into consideration the anticipated air temperature immediately outside the enclosure during the design fire of 30 MW.
- c. Fire resistant valve enclosure dimensions shall be minimized to reduce any risk of traffic collision.
- d. Adequate support shall be provided to the section valves to withstand the expected air velocities in the Cover.

#### 12.14.10. Nozzles

- a. Nozzle installation shall be at high level (soffit) in the Cover.
- b. The nozzle design shall allow for the expected ventilation velocities of the longitudinal ventilation system and shall be designed to deliver water droplets appropriate to meet the fire performance acceptance for the design fire.
- c. All nozzle openings shall be designed for protection against contamination and clogging.
- d. All nozzles shall be installed in full accordance with the manufacturer's design and installation manual taking into account: positioning, distance from walls and other obstructions, orientation and Site hazards.

#### 12.14.11. Local Control Facilities

- a. The Developer shall provide the following facilities in a protected room near the entry Portal to each bore for Fire Department use:
  - i. Fire main manual wheel valve to allow the dry standpipe hydrant main to be filled from the water supply (automated control to be provided as a backup);
  - ii. Control panel with override facilities and status indicators for the FFFS;
  - iii. Control panel with direct override facilities and status indicators for the ventilation system;
  - iv. Fire alarm control panel;
  - v. Fire Department hose connections to connect sufficient hoses to supplement FFFS should supply fail;
  - vi. Radio coverage repeater; and
  - vii. Sufficient heating and ventilation to avoid condensation or corrosion as well as lighting.
- b. All equipment shall be housed within sealed IP66 enclosures.
- c. The protected rooms shall be provided in accordance with local codes and standards.

#### 12.14.12. Electrical Equipment

- a. Electricity supply for the pumps shall be provided from low voltage distribution boards. Control panels shall be provided at the pump locations. Local controls shall be provided to operate pumps individually from the pump locations.
- b. All power and control cabling shall be sized correctly taking into account the full load current of the plant, characteristics of the protection devices and voltage drop.
- c. Pumping equipment and section valves shall be instrumented to enable remote monitoring of mode and condition to the CCMS.

#### 12.14.13. Control System

The control system shall:

- a. Secure interface between the operators and the fire suppression plant;
- b. Provide real time indication of status and alarm conditions at various operator locations;
- c. Interface with and data transfer between related systems;
- d. The FFFS control system shall be integrated with the CVS;
- e. Be scalable and have flexibility for future changes in operational modes;
- f. Operate in real time to provide live monitoring, control and fault reporting of the plant services;
- g. Faults and alarms shall be reported to the CCMS;

- h. Provide operator access without the need for computer programming skills to carry out the day to day functions;
- i. Provide the option of manual override if the Cover MEP System operator deems necessary; and
- j. Provide a manual back-up at the pump station for independent control of the pumping plant.

#### 12.14.14. Interfaces

- a. Ventilation System

Effective performance in operation of the combined FFFS and the CVS shall be demonstrated through analysis with a CFD model as described in this Section 12. The results shall be included in the Fire System Performance Report.

- b. Command, Control and Monitoring System

The design shall facilitate the FFS status, settings and faults to be reported to the CCMS including: Tank levels and temperatures, pump and valve system status.

- c. Fire Detection and Alarm System

The CCMS shall provide a secure interface between the FFFS and automatic incident detection (AID) system in the event of fire in the Cover to determine the location of any active fire zone.

#### 12.15. Cover ITS and Communications System

12.15.1. This subsection describes all Cover ITS requirements. The Developer shall incorporate these requirements into its design for a fully integrated ITS for the Project.

12.15.2. The Developer shall provide and operate a Control Center for the Cover. It shall be equipped with all the necessary facilities to safely operate the Cover CCMS. All the systems shall be designed to an appropriate level of resilience and redundancy in accordance with IEC61508.

12.15.3. The Developer shall provide communications links to the Fire Department for fire alarms and the CTMC as a fall back center.

#### 12.15.4. Communication System

- a. The Developer shall provide a communication system for the Cover to inform the Users, members of the public, the Emergency Services and the Department. The communication system shall comprise the following four sub-systems:

- i. Emergency roadside telephones;
- ii. Radio Rebroadcast;
- iii. Voice Alarm (VA)/Public Address (PA); and
- iv. Emergency way-finding signage.

- b. The four subsystems will provide the following facilities:

- i. Emergency Roadside Telephones

Emergency roadside telephones shall be provided in the Cover and on its immediate approaches in both directions. The telephones shall be connected directly to a telephone on the Cover Control Center operator's desk. An additional telephone shall be provided at the CTMC and it shall be possible for the CTMC operator to pick up incoming telephone calls from the Cover in the event that the Developer's Control Centre operator is unable to answer the call. The system shall be designed such that in the event that an Emergency call is not answered within 10 seconds, all control room telephones shall ring and the first operator to pick up the call will be connected

to the Cover Emergency telephone. This time period shall be adjustable by a suitably accredited system operator.

ii. Radio Rebroadcast

A. The radio rebroadcast shall be in accordance with NFPA 72 and:

- (I) Allow the Emergency Services personnel to communicate by radio with their commanders and one another whilst inside the Cover;
- (II) Allow operations and maintenance staff to communicate by radio with their operations center and with one another while in the Cover;
- (III) Allow Users to receive domestic radio broadcasts using their in-car radios. These radio broadcasts shall be processed within the Cover roadway management system to allow the broadcast program to be interrupted and replaced with an appropriate Emergency public safety message; and
- (IV) Allow all Users in the Cover to make and receive cellular telephone calls.

B. The radio rebroadcast systems shall meet all local, State and Federal Law and standards relating to the transmission of radio services and the Developer shall negotiate and obtain all necessary licenses. Any apparatus emitting radio energy shall be specified and supplied to ensure that there is no interference to any radio or other electronic services outside the Cover.

iii. Voice Alarm/Public Address

A. The voice alarm and public address VA/PA system shall be designed and installed in accordance with NFPA 72 and shall allow Cover operations staff to make Emergency public safety announcements in the Cover and on its immediate approaches. The VA/PA system shall reproduce sound such that clear and intelligible speech can be heard by members of the public at all points in the Cover and within twenty-five feet of the Portal under all conditions of background noise likely to be experienced (e.g. with or without the CVS running and with or without traffic flowing).

B. The functionality and priority of the system shall be determined during detailed design. It shall be possible for the list of available messages and the priority level of that message when selected by the operator to be changed by any suitably accredited system operator.

iv. Emergency Way-Finding Signing

In order to aid the evacuation of Users in the event of an incident in the Cover, internally illuminated Emergency way-finding signs will be provided. Each of the signs shall have two faces with the sign on one face pointing to the entrance Portal and the sign on the second face pointing to the exit Portal. The internal illumination of these signs shall be controlled from the Cover Control Center such that in the event of an incident only the signs that show a safe route shall be illuminated at any time. The Emergency way-finding signs shall otherwise always be illuminated.

12.15.5. Data Communication System

The Developer shall design and install a data communication system to provide and facilitate a reliable, high bandwidth fault tolerant communications to all equipment throughout the Cover and its immediate approaches. It shall be integrated with the Project's ITS infrastructure to provide reliable communications to the Control Centers. It is anticipated that this will be provided by means of a single high reliability fiber-optic based Ethernet network. Fault tolerance shall be provided by means such as a 'self-healing' ring network topology. Critical equipment shall be provided with IP connections to two different Ethernet switches and all Ethernet switches shall be

resistant to the effects of MAC address 'flapping' and broadcast storms. The Developer shall ensure security of his systems and those connected to it (including but not limited to the Department's ITS system) in accordance with ISO 27001.

#### 12.15.6. Lane-Use Signals

- a. The Cover ITS shall include lane-use signals (LUS) mounted on gantries at the entry Portal of each bore. The operation of these Portal LUS shall be controlled by the Project ITS in such a way that if any Closure (or a total directional Closure) is set on either the Portal signals or the LUS on the next gantry downstream of the Cover, then these settings will be copied to the LUS in the Cover and on the gantry immediately upstream of the Cover. The Project ITS system shall interface with the CCMS such that if CCMS detects a condition likely to be a danger to Users, then the Cover can be closed using the Portal signals controlled by the Project ITS.
- b. LUS mounted within the Cover shall have enclosures fabricated from 316L grade stainless steel and shall be mounted in such a way that galvanic corrosion is minimized.

#### 12.15.7. Variable Message Signs

- a. Variable Message Signs (VMS) controlled directly by the Cover ITS and CCMS shall be provided at both entry Portals of the Cover and on its immediate approaches. The CMS shall be capable of displaying messages with wording pre-agreed with the Department at the design stage. The CMS shall be used to inform drivers of full or partial Closure of the I-70 Mainline in the Cover or more generally of conditions ahead.
- b. The system design shall include a facility whereby the Department will have the capability to change the message set for the CMS from the CTMC.

#### 12.15.8. Closed Circuit Television

- a. The Developer shall provide pan, tilt and zoom Closed Circuit Television (CCTV) cameras with wash/wipe facilities and associated transmission equipment in the Cover and on its immediate approaches. The CCTV pictures shall be transmitted to the Cover Control Center and linked to the CCMS for operational monitoring, where they shall have recording capability. Recordings from all CCTV cameras shall be made and retained for a minimum duration of 30 Calendar Days to allow for the analysis of any incidents that might have taken place before being overwritten (unless specifically marked for retention by an operator).
- b. The Developer shall provide a sufficient number of cameras to ensure that 100% coverage within the Cover and its immediate approaches is achieved with all cameras in their 'home' position with no blind spots. Cameras shall be mounted over the running lanes in groups of three, the middle camera of each group shall be a thermal camera. One shall be over the ramp lane, one over the center of general purpose lanes and one over the Tolloed Express Lane.
- c. The CCTV camera images shall be transmitted to both the Cover Control Center and the CTMC.
- d. Pan, tilt and zoom controls of the CCTV cameras are to be provided for both the Cover Control Center and CTMC.

#### 12.15.9. Ramp Meter System interface

The CCMS shall interface to the ramp metering systems on the junctions either side of the Cover. This interface shall permit the CCMS to close the approaches to the Cover and to expedite the flow of traffic downstream of the Cover in the event of an incident.

#### 12.15.10. Vehicle Detection System

The Developer shall provide a vehicle detection system within the Cover and its immediate approaches. The vehicle detection system shall provide the following facilities:

- a. Traffic speed and flow data;
- b. Detection and alarm for a single stationary vehicle in the Cover;
- c. Detection and alarm for congested traffic flow in the Cover;
- d. Detection and alarm for congested traffic flow downstream of the Cover; and
- e. Detection and alarm for a vehicle travelling in the wrong direction within or approaching the Cover.

#### 12.15.11. Fire Detection and Alarm System

The Developer shall install an automatic Fire Detection and Alarm System (FDAS) in accordance with the provisions in NFPA 72, including fire alarm control panels. The fire detection system shall be capable of locating a vehicle fire to within a longitudinal distance of 25% of the length of a single FFFS zone. The fire detection system shall be integrated with the FFFS and the CVS to ensure effective and timely response to fire to meet the performance requirements for the FFFS and other safety systems.

12.15.12. Information on how the Cover ITS and communications systems are to be operated in an Emergency with demonstration of how the design facilitates effective self-rescue and Fire Department intervention shall be placed in the Fire System Performance Report.

### 12.16. Command Control and Monitoring System

#### 12.16.1. Scope

- a. The Developer shall design and install a CCMS to provide a comprehensive fault monitoring and management facility for all electrical and mechanical systems installed in the Cover as well as to facilitate the operation and management of the roadway in the Cover and its approaches. The CCMS design shall include provisions to integrate the Project ITS and the Cover ITS described in this Section as necessary to support the CCMS and to enable the CCMS to interface with the operation and management for the I-70 Mainline as a whole as well as either side of the Cover and the associated ramp management systems.
- b. The CCMS shall include the ability to monitor the status of the Cover MEP System and provide facilities to:
  - i. Over-ride the automatic operation of the CVS;
  - ii. Over-ride the automatic operation of the drainage system;
  - iii. Over-ride the automatic operation of the electricity distribution system;
  - iv. Over-ride the automatic operation of the lighting system;
  - v. Over-ride the automatic operation of the Emergency way finding signs;
  - vi. Over-ride the automatic operation of the FFFS;
  - vii. Control the operation of the radio rebroadcast systems;
  - viii. Control the operation of the voice alarm and public address system;
  - ix. Monitor the status of the fire main system;
  - x. Monitor the status and manage alarms from the AID system;
  - xi. Monitor the status and manage alarms from the Fire Detection system;
  - xii. Monitor the status and manage alarms from the cross bore doors;
  - xiii. Monitor Plant Room systems including heating, ventilation, and air conditioning (HVAC), lighting, intruder alarm, fire alarm, FFFS etc;
  - xiv. Monitor the status and manage alarms from all environmental and other sensors;

- xv. Monitor the status of the power distribution system; and
  - xvi. Request, via an appropriate interface, specific actions from the traffic management systems (including automatic responses to state changes and alarms from the systems being monitored).
- c. The CCMS shall be integrated with the Project ITS to allow the operators to manage and co-ordinate the operation of the I-70 Mainline in the Cover and along both approaches. These include:
- i. LUS;
  - ii. VMS;
  - iii. Communications Systems;
  - iv. CCTV;
  - v. Ramp metering systems; and
  - vi. Vehicle detection systems.
- d. The CCMS shall be based upon a programmable logic controller (PLC) based Supervisory Control and Data Acquisition (SCADA) system. Interfaces to systems both in the Cover and on the surface streets may be required.

#### 12.16.2. Basis of Design

The Cover and its approaches shall be controlled and managed from a staffed Cover Control Center where the operators will be able to interact with the CCMS to ensure the safety of all Users within the Cover.

#### 12.16.3. Design Criteria

The Cover has been assessed as Category C under NFPA 502. As such the requirements of NFPA 502 section 4.5/7.5 (Emergency Communications), 7.4 (Fire Detection/CCTV), 7.6 (Traffic Control) and 7.16.1 (Emergency egress and signage) shall apply as mandatory requirements.

#### 12.16.4. CCMS Control and Monitoring Facilities

The CCMS shall provide the Cover operations staff the ability to monitor the operation of the Cover and the immediate approaches.

- a. Ventilation
  - i. The CCMS shall allow the Cover operations staff the ability to monitor the operation of the CVS. It shall be possible to monitor the current status of all ventilation fans on a single screen using a pictorial representation. From this screen it shall be possible to interrogate the detailed status of individual fans and fan controllers.
  - ii. The CCMS shall have the facility for the operator to over-ride the normal automatic operation of the CVS, either as whole or just specific fans. In an Emergency, automatic and manual settings on the CVS shall be over-ridden by a predefined Emergency ventilation plan.
  - iii. The CCMS shall have the ability to raise an alarm to the operator if any Element of the CVS becomes faulty. It shall raise a second alarm if the fault will cause the Cover to operate below the agreed minimum operational threshold.
- b. Drainage
  - i. The CCMS shall provide Cover operations staff the ability to monitor the operation of the drainage system. It shall be possible to monitor the current status of all drainage system components on a single screen using a pictorial representation. From this screen it shall be possible to interrogate the detailed status of the drainage system components such as level sensors, pumps and valves.

- ii. The CCMS shall provide the facility for the Cover operator to over-ride the normal automatic operation of the drainage system (e.g. inhibit or turn on pumps or close/open valves). In an Emergency, manual settings on the drainage system shall be over-ridden by a predefined Emergency drainage plan.
    - iii. The CCMS shall raise an alarm to the operator if any Element of the drainage system becomes faulty. The CCMS shall raise a second alarm if there is an imminent risk of flooding within the Cover.
  - c. Lighting
    - i. The CCMS shall provide the Cover operations staff the ability to monitor the operation of the lighting system in the Cover. It shall be possible to monitor the current status of the entire lighting system on a single screen using a pictorial representation. From this screen it shall be possible to interrogate the detailed status of individual lighting system Elements.
    - ii. The CCMS shall provide the facility for the Cover operator to over-ride the normal automatic operation of the lighting control system. In an Emergency, manual settings on the lighting control system shall be over-ridden by a predefined Emergency lighting plan.
    - iii. The CCMS shall raise an alarm to the operator if any Element of the lighting system becomes faulty. It shall raise a second alarm if the fault will cause the Cover to operate below the agreed minimum operational threshold.
  - d. Fire Main

The CCMS shall monitor the current status of the fire main system including pumps, pump controllers, trace heating, level sensors and input pressures. The CCMS shall monitor the pressure on the fire main within the Cover. The CCMS shall raise an alarm to the operators if the pressure is outside predefined limits.
  - e. Fixed Firefighting System
    - i. The CCMS shall monitor the current status of the FFFS. It shall present the current status of the FFFS to the Cover operators on a graphical user interface (GUI).
    - ii. The CCMS shall raise an alarm if any Element of the FFFS becomes faulty. It shall raise a second alarm if the fault will cause the Cover to operate below the agreed minimum operational threshold.
    - iii. The CCMS shall allow the Cover operator to selectively operate the FFFS based upon the fire location reported by the fire detection system.
  - f. Emergency Way-Finding System
    - i. The CCMS shall monitor the status of all Emergency way-finding signs and present this to the Cover operators via a GUI. In the event that an Emergency is detected, the appropriate Emergency plan shall be set automatically.
    - ii. The CCMS shall raise an alarm to the Cover operator if any Element of the Emergency way-finding system becomes faulty. It shall raise a second alarm if the fault will cause the Cover to operate below the agreed minimum operational threshold.
  - g. Radio Rebroadcast Systems
    - i. The CCMS shall monitor the status of all radio rebroadcast systems and present this to the Cover operators via a GUI. The CCMS shall raise an alarm to the operator if any Element of the radio rebroadcast system becomes faulty. It shall raise a second alarm if the fault will cause the Cover to operate below the agreed minimum operational threshold.

- ii. The CCMS shall allow the Cover operator to broadcast speech messages selected from a list of predefined Emergency safety announcements into the Cover and its immediate approaches through a voice break-in facility in the domestic radio rebroadcast system. The CCMS shall recommend the message to be broadcast based upon the information available within the CCMS.
- h. Voice Alarm/Public Address System
  - i. The CCMS shall monitor the status of the voice alarm public address system and present this to the Cover operators via a GUI. The CCMS shall raise an alarm to the operator if any Element of the voice alarm and public address system becomes faulty. It shall raise a second alarm if the fault will cause the Cover to operate below the agreed minimum operational threshold.
  - ii. The CCMS shall allow the Cover operations staff to broadcast speech messages selected from a list of predefined Emergency safety announcements into the Cover and its immediate approaches through a system of public address loudspeakers. The CCMS shall recommend the message to be broadcast based upon the information available within the CCMS.
- i. Vehicle Detection System
  - i. The CCMS shall monitor the status of the vehicle detection system and present this to the operators via a GUI. The CCMS shall raise an alarm to the operator if any Element of the vehicle detection system becomes faulty. It shall raise a second alarm if the fault will cause the Cover to operate below the agreed minimum operational threshold.
  - ii. The CCMS will monitor the vehicle detection system for incidents. If an incident is detected, the CCMS shall alert the operator and recommend the actions to be taken.
- j. Fire Detection System
  - i. The CCMS shall monitor the status of the fire detection system and present this to the Cover operators via a GUI. The CCMS shall raise an alarm to the operator if any Element of the fire detection system becomes faulty. It shall raise a second alarm if the fault will cause the Cover to operate below the agreed minimum operational threshold.
  - ii. The CCMS shall monitor the fire detection system for indications that fire may be present and if a fire is detected, the CCMS shall alert the operator and recommend the actions to be taken. If no response is received from the operator within a predetermined time limit, the recommended action shall be automatically applied.
  - iii. The automated fire detection system shall be supplemented with manual fire alarm call points situated at every Portal, every cross bore door and at all Emergency panels. The operation of the manual call points and the automated fire detection systems shall be coordinated by a fire alarm control panel and monitored by the CCMS. The fire alarm control panel shall permit the fully automated control of the fire and life safety systems by the CCMS but shall allow local manual override facilities.
  - iv. The fire detection systems shall have a direct connection to the Fire Department station/control room as well as the Cover Control Center.
- k. Plant Room Systems

The CCMS shall monitor the status of all plant room equipment such as the HVAC, lighting, intruder alarm or building fire alarm and present this to the Cover operators via a GUI. The CCMS shall raise an alarm to the operator if any Element of the plant room equipment becomes faulty.

I. Power Distribution System

The CCMS shall monitor the status of the power distribution system and raise alarms to the operators in the event of any faults in the power distribution system. The CCMS shall also monitor the status of the Uninterruptible Power Supply (UPS) systems and raise alarms if the Cover systems are being powered solely from the UPS. The CCMS shall raise an alarm if either of the incoming mains supplies have failed. It shall raise a second alarm if both incoming supplies have failed and will recommend the closure of the Cover.

m. Power Supply to CCMS and ITS Equipment

All CCMS and ITS equipment shall be supplied by an Uninterruptible Power Supply (UPS) in accordance NFPA 70. This UPS shall be sized to sustain the operation of all critical systems for a minimum of two hours.

n. Ramp Meter System Interface

The CCMS shall interface to the ramp metering systems on the interchanges either side of the Cover. This interface shall permit the CCMS for the Cover to close the approaches to the Cover and to expedite the flow of traffic downstream of the Cover in the event of an incident.

12.16.5. Interfaces

The CCMS shall provide interfaces to the operations, maintenance and management system and the Project ITS. These interfaces shall permit:

- a. The CCMS to report and manage faults to the Maintenance Management Information System;
- b. The CCMS to demand control actions from the Project ITS. These actions shall include:
  - i. Request the complete closure of either bore;
  - ii. Request the complete closure of both bores;
  - iii. Request entrance ramp closure upstream of Cover entry Portal; and
  - iv. Request Emergency traffic clearance signal plan on traffic signaled junctions downstream of the Cover exit Portal.

12.16.6. Location and Protection of ITS Elements

Wherever possible, ITS equipment will be mounted in the plant rooms of the services buildings. Wherever this is not possible, the equipment will be installed in high corrosion resistance stainless steel enclosure mounted outside of the vehicle gauge. These enclosures will be sealed to prevent the ingress of high pressure water jets (such as those used for wall cleaning and from the FFFS) and dust including that arising from the burning of diesel fuels by road vehicles.

12.16.7. Non Functional Requirements

a. Emergency Points

At each of the locations of the Emergency telephones, hydrants and fire alarm call points, the Developer shall provide an Emergency point. Emergency points shall be clearly labeled as such, fabricated of stainless steel and, as a minimum contain portable fire extinguishers, the Emergency telephone and required firefighting equipment.

b. Cable Management System

A full cable management system will be provided in the cornice on each side of the roadway and on the soffit on the centerline of the roadway. The cable management system will be provided using open high corrosion resistance stainless steel cable tray, trunking or conduit.

c. Cabling Requirements

Cables installed in the Cover shall be constructed using low smoke and fume insulation. Cables containing halogens will not be permitted in the Cover. Cabling for essential and life-safety systems shall be constructed from fire survivable materials.

**12.17. Electrical Systems**

12.17.1. Basis of design

The Developer shall design, provide, install, test and commission all electrical power systems in accordance with the appropriate NFPA standards or other such applicable standards and specifications of the AHJ. The Developer shall allow attendance at all performance testing and demonstrations by the Department and relevant Local Agencies or appointed representatives. The Developer shall undertake all necessary surveys and investigations to validate its design including, but not limited to utility surveys, investigations, enquiries with relevant Governmental Authorities and for obtaining all necessary Governmental Authorities.

12.17.2. Design Criteria – Electrical Power

- a. The Developer shall verify with the AHJ whether the requirements of NFPA 502 – Chapter 12 Electrical Systems (clause 12.1.5) are to be incorporated into the design.
- b. The electrical systems shall be designed to support life safety operations, fire Emergency operations, and normal operations. The electrical systems shall be designed to allow for routine maintenance without disruption of traffic operation.
- c. The main electrical distribution shall be configured, interconnected and controlled to allow all services to the Cover to remain operational in the event of a single power supply transformer failure in the substation at either end of the Cover.
- d. Main low voltage switchboards shall be configured with interlocking switchgear to allow for Emergency standby generator installation to be connected to serve all essential services supplies to the Cover.
- e. Diesel generators shall be provided for backup purposes in order to run the Cover in the event of a failure of both electrical supplies.

12.17.3. Design Criteria – Emergency Power

a. Emergency Standby Generator

Emergency Power shall be provided by an Emergency standby generator in accordance with Article 700 of NFPA 70. (For Emergency and standby power systems as NFPA 110).

b. The following systems shall be connected to the Emergency power system:

- i. Emergency lighting;
- ii. CCMS and ITS;
- iii. Exit signs;
- iv. Emergency communications;
- v. Cover drainage monitoring;
- vi. Emergency ventilation;
- vii. Fire alarm and detection;
- viii. Closed-circuit television or video; and
- ix. FFFS.

- c. Emergency Power Circuits  
Emergency circuits installed in the Cover and ancillary areas shall remain functional for a period of not less than one hour, for the anticipated fire condition.
- d. Emergency circuits shall comprise one of the following:
  - i. Fire-resistive cables;
  - ii. Circuits embedded in concrete that are protected by a two-hour fire barrier system; and
  - iii. By the routing of the cable system external to the roadway using diversity in system routing as approved, such as separate redundant or multiple circuits separated by a one hour fire barrier, so that a single fire or Emergency event will not lead to a failure of the system.
- e. Emergency Power UPS System
  - i. Two separate UPS systems shall be provided within each of the services buildings located near each end of the Cover. One of these will feed the lighting system whilst the other will feed the remaining safety critical plant.
  - ii. The UPS specification shall be developed based on the following;
    - A. Three-phase, on-line, double-conversion, static-type, UPS units with 120 minute battery Autonomy;
    - B. 20% Spare capacity;
    - C. N+1 parallel redundant configuration; and
    - D. External wraparound bypass unit

#### 12.17.4. Design Criteria – Containment

Containment shall be provided throughout the Cover for all cabling services. Separate containment systems shall be provided for power and control/communications cabling, segregated in line with Good Industry Practice. Armored cables shall be run on cable trays with non-armored cables run in trunking or conduit to suit the required routing. Control and communications cables shall be run in conduit.

#### 12.17.5. Design Criteria – Cabling

All cables and associated materials shall be insulated or clad using low smoke, zero halogen (LSOH) materials and where required, certain cables will be fire survivable cables.

### 12.18. Lighting

#### 12.18.1. Scope

- a. The Developer shall design and install lighting systems in accordance with the Illuminating Engineering Society RP-22-11 to provide coverage for the full length of the Cover to achieve the following objectives:
  - i. To provide safe illumination for the passage of vehicular traffic at the posted speeds through the Cover;
  - ii. To reduce any visual adaptation problems caused by the external luminance of the external scene when approaching the Cover by the uses of increased threshold illumination ensuring that stationary traffic or other obstructions are visible to the approaching traffic;
  - iii. To provide exit lighting if necessary to cope with visual adaptation problems for drivers leaving the Cover;

- iv. To provide Emergency lighting to cover the safe egress of drivers in an Emergency either by the means of dedicated means of egress or via cross passage doors;
- v. To reduce maintenance costs and associated health and safety risks by mitigating/controlling maintenance procedures and their frequency;
- vi. To reduce energy costs associated with the lighting systems; and
- vii. To allow full control of the lighting systems to allow stepless dimming control between the lighting zones.

#### 12.18.2. Site specific conditions

The Developer shall take into consideration in its design the east - west orientation of the Cover, which creates specific lighting demands in terms of Threshold Luminance levels, the external view of the Cover has been assessed as being scene 4 from figure 3 in RP-22-11. This means that the threshold level has been initially assessed to be 26 cd/ft<sup>2</sup> due to the posted speed of 60 mph.

#### 12.18.3. The Developer's General Obligations:

The Developer shall be responsible for providing the following services:

- a. Design and development of the Cover general and Emergency lighting;
- b. Develop, design, install and put into operation an integrated lighting control system that complies with the Construction Standards and interfaces with the CCMS to facilitate a coordinated operation and management of the Cover;
- c. Develop a system that facilitates monitoring by the CCMS of all faults and alarms generated by the lighting system including individual lighting fixture and control gear feedback; and
- d. To provide operational and maintenance manuals and as built drawings in sufficient detail and depth that the day to day operation of the Cover can be carried out in an efficient manner by the maintenance operatives.

#### 12.18.4. Choice of Light Source

The lighting system shall be light emitting diode (LED) based.

#### 12.18.5. Basis of design

- a. Base the design upon a high wall reflectance of >30% to increase the inter-reflected component and help reduce the need for more lighting fixtures in the Threshold Zone in particular.
- b. This section of the document relates to the systems located within the Cover only.

#### 12.18.6. Design Criteria

- a. The lighting systems shall be designed and constructed to meet with the standards identified within IESNA RP22-11.
- b. Table 12-2 shall be used as criteria for the Cover lighting design.

**Table 12-2 Lighting Criteria for Cover**

Criteria	Value
Posted Speed	60 mph
AADT	>15000
Cyclists	No
Wall reflectance	70/5020
Cladding height	9.8ft
Maximum threshold luminance (taken table 2 RP-22-11)	26cd/ft <sup>2</sup>
Transition Zone 1	26-10.6 cd/ft <sup>2</sup> average
Transition Zone 2	10.6-4.6 cd/ft <sup>2</sup> average
Exit zone	To be agreed
Daytime Interior zone	0.9 cd/ft <sup>2</sup> average
Night Time Luminance	Min 0.3 cd/ft <sup>2</sup>
Uniformity ratio ave/min	2.0/1
Uniformity ratio max/min	3.5/1
Veiling illuminance ratio	0.3

- c. The lighting system within the Cover shall be designed as the philosophy for a full tunnel with variable lighting systems in the Threshold Zones, Transition Zones, Exit Zones and constant light within the Interior Zone. The Cover lighting shall to be reduced to a lower night-time level 0.9cd/ft<sup>2</sup>.
- d. The lighting system shall aid visibility of the Cover and any stationary traffic within the Cover. The lighting system shall be able to adapt to the external luminance of the external scenes when approaching the Portals or exiting the Cover. The lighting at the Portals shall increase and reduce accordingly either by switching or dimming. Solar shades may be considered as an alternative to excessively high levels of luminance within the threshold and high concentrations of fixtures. The lighting system shall be chosen to minimize maintenance requirements and be suitable for the aggressive environment within the Cover.
- e. The lighting systems shall be provided with the ability to dim in the range of 1-100%. The lighting system shall be controlled by a system of luminance photometers located within the first 65 foot of the Cover at both Portals. The luminance photometers will measure the external scene luminance. Threshold lighting shall be provided as necessary based on orientation of the Cover. Initial brightness of the external Portal scene has been taken to be scene 4 (RP-22-11 figure 1).
- f. The lighting fixtures will have symmetrical optics and be fixed to the structural soffit of the underside of the Cover. The fixtures shall be in rows or multiple rows aligned with the center line of the lanes. The spacing between the fixtures will be chosen to avoid flicker, noting that continuous line is preferable. The fixtures shall consist only of the LEDs and their optical lens housed within a sealed IP66 enclosure capable of being pressure hosed. The fixtures are to be connected to the electrical distribution panels (EDPs) via specially constructed cables that have IP66 connectors. The EDPs are to house the LED drivers in

fire rated enclosures. The fixtures are to be supplied by two separated electrical supplies providing interleaved circuits so that alternate fixtures are fed from the same supply.

#### 12.18.7. Emergency Lighting

The Emergency lighting within the Cover traffic zone shall be provided by a subset of the general lighting. The Emergency lighting shall be fed by a segregated fire survival cable network capable of running the Emergency lighting for the statutory minimum duration of two hours. The Emergency lighting level shall be a minimum 1 ft cd (10.8 lux) for a minimum duration of two hours. The Cover Emergency lighting will enable way finding to the dedicated means of egress. The escape exits shall be illuminated to 10 ft cd (108 lux). The sources of power for the Emergency lighting and standby lighting will be the UPS systems.

#### 12.18.8. Lighting Control Systems

- a. The Developer shall design, supply, install, commission and set into operation a complete lighting control system. The Cover lighting will be controlled by an automatic lighting control system. The lighting control system will utilize an open lighting control protocol to control, vary, scene-set and fault monitor all the fixtures within the traffic zone of the Cover.
- b. The lighting control system shall be interfaced with the CCMS system and provide information in coordinated manner on the status of the lighting system. The lighting controls system shall also include luminance sensors monitoring the actual luminance provided by the lighting system on the pavement in each of the lighting zones. Alarms shall be generated when designed maintained illuminance levels are not met.
- c. The lighting control system shall use industry recognized protocols such as DALI or 1-10V to control the lighting a then to be integrated on to the communications backbone and then to the CCMS. Information from the Cover Portal photometers shall be communicated to the lighting control system with appropriate output from the CCMS to the lighting control system. The Developer shall provide appropriate graphics pages for indicating real time status, faults and alarms on the lighting systems on the GUI. Individual fixtures/drivers will have a unique address and report status. Light output and any faults including run hours to the central lighting monitoring software located on the ITS server/head-end.

#### 12.18.9. Portal Photometer System

The Developer shall design, supply and install an automatic Portal dimming system to balance threshold luminance in line with the real time external luminance. The photometers shall use the CIE 88 L<sub>20</sub> philosophy for sampling angle of 20 degrees of the external scene. The photometers shall be duplicated for each Cover bore and be operated in a run and standby mode with automatic switch over on failure. The run time of each photometer shall be balanced over the period of four week period. The photometer system shall be interfaced with the CCMS.

#### 12.18.10. Requirements

##### a. System Description

The Cover shall be illuminated for both day time and night time scenarios to provide a safe lit environment for vehicular traffic and routine maintenance works:

- i. The lighting shall be designed for vehicular traffic in a uni-directional situation in each bore for a posted speed of 60 mph;
- ii. The lighting shall include threshold transition and Exit Zones;
- iii. The lighting shall include both standby and Emergency lighting provisions in line with the Construction Standards and Project specific Site generated requirements;
- iv. The lighting shall be automatically controlled to various design parameters to satisfy environmental conditions standard lighting functional requirements and non-standard incident requirements through dimming and scene setting regimes; and

- v. The light fixtures and support installation shall be designed in such a manner to reduce consumed energy and minimize maintenance activities.
- b. Light fixtures  
The fixtures shall be designed to a minimum of IP66 and shall have a designed service life of a minimum fifteen years. The luminaires shall be tested to IESNA LM79 for LED fixtures.
- c. Light source  
The Developer shall provide fixtures with LED light sources with a color rendering factor of  $>60Ra_{14}$ . The LEDs shall be arranged in such a manner as they all contribute to the whole of light distribution. The LEDs shall have an L80 lumen depreciation factor at a minimum of 80,000 hours and shall have a mortality of B10 at 80,000 hours. The Lumen depreciation factor shall be calculated according to IESNA LM80 for 6,000 hours at an ambient temperature of 95°F.

#### 12.18.11. Control Gear/Drivers

The Developer shall supply fully electronic control gear matched to the lamp source which shall function fully to either the 0-10v protocol or the DALI protocol.

#### 12.18.12. Emergency and Standby Lighting

The Developer shall develop the Emergency lighting and standby lighting provisions in accordance with the Construction Standards. The Emergency lighting shall include all internal spaces including Emergency escape routes.

#### 12.18.13. Lighting Control System

The Developer shall design a step less dimming lighting control system capable of minimizing energy usage and extending lamp life. The control system shall be fully integrated with the CCMS system and the Portal illuminance system. The system shall report full diagnostic information on each fixture, monitor faults, be capable of setting individual fixture outputs, cumulative scene setting and time scheduling and generate both common and specific alarms.

#### 12.18.14. Electrical Equipment

The Developer shall provide an electrical system suitable for an IP 66 environment including cables, plug and socket arrangements cable support structure and fixings.

#### 12.18.15. Interfaces

The interfaces as shown in Table 12-3 between the lighting and lighting control systems are identified as initial requirements and shall be finalized through the submittal process pursuant to Schedule 9 Submittals.

**Table 12-3 Lighting Control System Interfacing**

System	Interface	Managing system
Ventilation	None	
Drainage	None	
Lighting	N/A	N/A
Fire main	None	
Fixed firefighting system	None	
Portal Photometer system	Dimming input via analogue system to CCMS and then digital signals to the lighting control system	CCMS linking photometers to Lighting control system
Emergency way-finding system	Testing and monitoring of system status	Lighting control system with status to CCMS
Radio rebroadcast systems	None	
Voice alarm public address system	None	
Vehicle detection system	Go to incident lighting scene	Signal via CCMS
Fire detection system	Go to incident lighting scene	Signal via CCMS
Plant Room systems	None	
Power distribution system	None	

**12.19. Standpipes, Hydrants and Portable Fire Extinguishers**

12.19.1. Scope

The Developer shall design and install standpipes, hydrants and portable fire extinguishers to provide coverage the full length of the Cover, which shall be available in the event of a fire in the Cover to be used to extinguish or suppress the fire.

12.19.2. Basis of design

The Developer shall design, provide, install, test and commission the FFFS and all fire suppression systems in accordance with the Construction Standards and the requirements of the AHJ. The Developer shall allow for all performance testing and demonstrations to the Department and relevant authorities or appointed representatives. The Developer shall undertake all necessary surveys and investigations to validate the design including, but not limited to Utility surveys, investigations, enquiries with relevant bodies and for obtaining all necessary Permits, approvals and consents.

12.19.3. Design Criteria – Standpipes

- a. The Developer shall design, provide and install all valves, connections, hangers, inserts, piping, sleeves, fittings, and other appurtenances necessary to provide a fully functional and compliant standpipe system.
- b. Standpipes shall be provided in both the eastbound and westbound bores and located in similar locations in each bore at each cross bore door and on the opposite wall. The piping shall be embedded in the pavement and shall be cross connected at cross bore door locations such that either bore can be supplied by either main. Isolation valves shall be provided to enable sections of the system to be shut down for maintenance without shutting the entire system down. A hose connection shall be provided at each cross bore door, in each bore, located adjacent to the door.
- c. The standpipe system shall be a dry pipe system supplied from the municipal water company mains supply. The Developer shall conduct testing in accordance with NFPA 14 to determine that the supply is capable of supplying the system demand for a minimum

period of one hour and of delivering water to all hose connections on the system within 10 minutes or less. In the event that tests indicate that the supply is not capable of meeting the system demands, the Developer shall provide suitable water storage tanks and pumping equipment complete with jockey pump to maintain system pressures.

- d. The required flow rate shall be 750 gpm at the hydraulically most demanding outlet. Allowance shall be made for two hydrants operating simultaneously. The calculation procedure shall be in accordance with section 7.10.1.2.2 of NFPA 14 or in accordance with the requirements of the AHJ. The minimum residual pressure at the hydraulically most remote 2.5 inch outlet shall be 100 psi. Pressure restricting valves shall be provided where the hydraulic head exceeds 100 psi.
- e. Standpipes shall be Class 1 dry type system as defined by NFPA 14 subject to the agreement of the AJH. A temporary or permanent standpipe system shall be installed and tested during the construction phase in accordance with NFPA 14, NFPA 25, NFPA 502 and NFPA 241 and to the requirements of the AHJ.
- f. Hose connection spacing shall be such that that no location within the protected area is more than 150 feet from the hose connection. Hose connection spacing shall not exceed 275 feet.
- g. The entire standpipe system including valves shall be protected against freezing and shall be complete with all necessary status monitoring and alarms linked to the CCMS system.
- h. The standpipe system shall be suitably protected from mechanical damage and vandalism.
- i. Suitable back flow prevention devices shall be installed to prevent contamination of the Water Company supply and distribution system.
- j. The standpipe system shall be provided with drain points to enable the entire system to be drained down.
- k. The pipework system shall be protected from unequal settlement or structural movement by the use of appropriate flexible jointing couplings.
- l. Suitable fire collars shall be provided where piping passes through fire rated structure.
- m. A two way Siamese coupling shall be provided at both ends of each bore to allow the Fire Department to provide back-up water supplies, the location of these connections shall be agreed with the Fire Department. The Developer shall provide all fire hydrants and associated piping.
- n. Standpipe fire hoses shall be housed in a "Hose Connection Station" which shall consist of a protective enclosure that also houses portable fire extinguishers. Each hose connection station shall have two, 2.5 inch, hose connections with an external thread in accordance with NFPA 1963 or as otherwise required by the Fire Department. The hose connection station cabinets shall be located in recesses in the side walls of the Cover to finish flush with the wall surface.
- o. The Developer shall provide an appropriate signage system in accordance with NFPA 14 and to the approval of the Fire Department.

#### 12.19.4. Design Criteria - Portable fire extinguishers

- a. Portable fire extinguishers shall be provided in accordance with NFPA 502 with a rating of 2-A: 20-B: C and shall be located along the Cover of both the Eastbound and Westbound bores. They shall be co-located in approved hose connection stations and at intervals of not more than 300 feet. The maximum weight of the extinguishers shall be 20 pounds. The installation shall be in accordance with NFPA 10 and its associated reference documents.
- b. The removal of an extinguisher shall be capable of being detected by the use of a pressure pad or similar device with an alarm raised via the CCMS system.

12.19.5. Design Criteria - Hose connection stations

The Developer shall design and construct hose connection stations with protective enclosures constructed of grade 316 stainless steel. The enclosure shall be provided with suitable alarms to indicate when a door has been opened and also where an extinguisher has been removed. The alarm shall be raised via the CCMS system. The hose connection station cabinets shall be located in recesses in the side walls of the Cover to finish flush with the wall surface.

12.19.6. Cover – Washing

In case the Developer chooses to perform Cover washing operations with a road tanker with suitable pressure washing equipment or other Accepted method, the Developer is not required to provide a piped water supply system within the Cover for washing operations.

12.19.7. Information on how the Cover Standpipes, Hydrants and Portable Fire Extinguishers are to be operated in an Emergency with demonstration of how the design facilitates effective self-rescue and Fire Department intervention shall be placed in the Fire System Performance Report.

**12.20. Drainage Systems**

12.20.1. Scope

- a. The Developer shall design and install a drainage system, in accordance with this Section 12.20 and Schedule 10, Section 8 Drainage, for the full length of the Cover to collect and discharge water inflow to the Cover that results from the discharge of FFFS and standpipe fire suppression systems, seepage water penetrating through the structure, water washing operations, snow and ice melt and any surplus surface water overspill from the cut-off drainage system located at the Portals. The drainage system shall also cater for spillages of hazardous substances such as may occur following a fuel tanker accident. The drainage system shall be of sufficient capacity so as not to cause flooding to the roadway and associated areas.
- b. The Developer shall, prior to undertaking any design works, consult with the appropriate Local Agency to agree the required method of collecting and managing the proposed drainage effluent. The Developer shall prepare and submit a Spill Prevention Control and Countermeasures Plan (SPCC) in accordance with the Colorado Discharge Permit System – Stormwater Construction Permit (CDPS-SCP). The Developer shall prevent the discharge of any sediment or pollutants into any storm drains or receiving waters.

12.20.2. Basis of design

- a. The Developer shall design, provide, install, test and commission a drainage system in accordance with the requirements of NFPA 502, the Department's requirements and the FHWA and other such applicable standards and requirements of the AHJ. The systems shall be complete and fully functional. The Developer shall allow attendance at all performance testing and demonstrations by the Department and relevant Local Agencies or their appointed representatives. The Developer shall undertake all necessary surveys and investigations to validate his design including, but not limited to, Utility surveys, investigations, testing, and inquiries with relevant Governmental Authorities and for obtaining all necessary Governmental Approvals.
- b. This subsection relates to the drainage systems located within the Cover.

12.20.3. Design Criteria

- a. The drainage system shall be of sufficient capacity so as not to cause flooding to the roadway and associated areas.
- b. The drainage system shall be capable of preventing spillages of Hazardous Substances and inflammable liquids from propagating along the roadways and shall be constructed entirely of incombustible materials.

- c. The drainage system shall consist of curb drains or inlet grates and gullies fitted with grit chambers and water seals, connected to a system of gravity collection drains located under the carriageway structure. The collection drains shall have manholes with grit chambers at intervals to enable maintenance and inspection of the drainage system. All gratings and manhole covers shall be lockable and of a duty to resist heavy truck loadings.
- d. To prevent contamination of the storm-water drainage system, the drainage effluent shall be monitored for levels of contamination. The Developer shall either demonstrate the feasibility of an on-Site treatment and construction of such on-Site treatment facilities or construct facilities that contain the effluent for haulage and treatment off-Site. Where unacceptable levels of contamination are detected, the effluent shall be automatically diverted to a holding tank, a manual means of diverting contaminated effluent shall also be provided. The holding tank shall be complete with fire suppression systems, hydrocarbon sensors, effluent quality monitoring equipment, water level monitoring and alarms and the like. All sensors and alarms shall be raised via the CCMS system. An alarm shall also be provided local to the plant.
- e. Where drainage gullies are provided, the distance between gullies should be such that the catchment area for each gully will not exceed 2,700 ft<sup>2</sup> and so that the longitudinal distance between gullies shall not exceed 65 feet.
- f. The Developer shall consult with the municipal drainage authority to confirm that their infrastructure drainage system is capable of receiving the design discharge without storage or attenuation.
- g. Where a gravity connection to the municipal drainage authority drainage cannot be achieved, the Developer shall provide suitable pumping equipment to raise the effluent to a level that will enable connection. The pumping chamber, wet well and service chambers shall be classified for hazardous locations in accordance with NFPA 70 and 820. The installation shall be fitted with pollution and hydrocarbon sensors with alarms raised via the CCMS system. An alarm shall also be provided local to the plant.
- h. All software utilized for the design shall be referenced in all calculations and reports produced by the Developer.

#### **12.21. Plant Rooms**

The Developer shall provide suitable plant rooms to house switchgear, control equipment and associated equipment in accordance with local codes and standards.

#### **12.22. Requirements Management**

- 12.22.1. The Developer shall develop and implement a comprehensive Requirements Management (RM) process for the Cover MEP System, defining how the technical requirements are parsed, captured, documented, derived, apportioned, traced, managed, verified, and validated.
- 12.22.2. The Developer shall develop and manage a requirements database for the management and reporting of the RM process. The requirements database shall include all requirements in these specifications and the requirements that may be added or modified during contract scope modifications.
- 12.22.3. The Developer shall furnish a conventional, off-the-shelf (COTS) product for a requirements management tool, which makes use of a spreadsheet or relational database for the management of Cover MEP requirements. The Developer shall submit the Preliminary Requirements Traceability Matrix (RTM) to the Department for Information with the Final Cover Design Baseline Report.
- 12.22.4. The Developer shall provide updates to the RTM throughout the Project, as necessary.
- 12.22.5. The Developer shall keep the Department's version of the RTM synchronized with the Developer's requirements database by performing a monthly synchronization. Each requirement within the requirements database shall have a unique identifier, be unambiguous, and non-

repetitive. Each requirement within the RTM shall be assigned a functional allocation, which allocates the requirements into the functional areas including the FFSS, fire detection system, CCTV, CCMS, power supply system, water supply system, and the ERP. Each requirement within the RTM shall be mapped to the associated deliverable where the requirement is addressed and to the specifications.

12.22.6. The Developer shall produce RTM reports. The RTM reports shall list each Project requirement from the Project specifications and provide traceability to each test procedure in which this requirement will be tested.

12.22.7. The Developer shall submit an RTM Report, with each RTM Submittal, that lists only those requirements addressed within the deliverable and the associated mapping of each requirement to where the requirement is addressed.

12.22.8. The Developer shall be responsible for testing every requirement listed in the RTM against pass/fail criteria stated in the Commissioning Test Plan.

### **12.23. Testing and Commissioning**

#### **12.23.1. Testing**

- a. The Developer shall perform testing on all equipment, systems, sub-systems and software to demonstrate compliance prior to delivery to Site. The test facility shall perform full functional testing of all parts of the overall system to be tested in the Developer's testing facility. The test facility shall include interface testing and the simulation of all aspects of the Cover systems. The Developer shall note that testing shall include the testing of the integration with external equipment which shall be simulated by the Developer.
- b. Particular testing requirements are detailed in the various standards for each system.

#### **12.23.2. Commissioning**

- a. All mechanical, electrical, and software systems shall be tested as part of a complete commissioning program. The Developer shall arrange for commissioning testing to be performed in accordance with NFPA 13 and NFPA 502.
- b. Commissioning tests shall include at a minimum the following Elements:
  - i. Component and equipment;
  - ii. Communication links;
  - iii. Status, control, alerts, and alarms;
  - iv. Interfaces between systems;
  - v. Integration among new and existing systems;
  - vi. Failover on faults; and
  - vii. Functioning of redundant components.
- c. The Developer shall arrange for commissioning to be carried out by a commissioning agent/engineer with demonstrated experience in commissioning tunnel systems within the past five years. The Developer shall complete commissioning of all systems for the Department's Acceptance prior to opening any section on the I-70 Mainline for public use whether as a temporary detour measure or permanently after Substantial Completion.
- d. The Developer shall prepare and submit a Commissioning Test Plan, for Acceptance, detailing how all the tests will be carried out prior to the start of any testing. The test plan shall be based on the technical specifications and performance characteristics of all devices, equipment, parts, assemblies, systems, subsystems, software and devices for the Cover.

- e. A Full Scale System Test Program shall be prepared and submitted for Acceptance. The full-scale system test shall involve non-destructive testing of the all systems supplied and installed to demonstrate compliance with the functional performance requirements of the overall integrated system. The full-scale test shall also involve nominated representatives of the Department.
- f. The scope, methods, and timing of the full-scale test shall be submitted in the Full Scale System Test Program prior to the proposed test date. A Full Scale System Test Report shall be prepared and submitted to the Department for Acceptance 14 Calendar Days after testing.

#### **12.24. Manuals and Documentation**

- 12.24.1. The Developer shall produce and submit to the Department, for Acceptance, a Functional Design Specification (FDS) supported by drawings for every system. Each submitted FDS shall contain a description of the detailed design relevant to the Cover MEP System operations.
- 12.24.2. The Developer shall submit all design calculations to the Department with each design submittal.
- 12.24.3. The Developer shall prepare a comprehensive Operations and Maintenance Manual in relation to the Cover MEP System. The documentation shall include documented software codes, fault finding flow charts and all necessary guides to allow the maintainer to make future changes and configuration. The Developer shall provide As-Built drawings and operation and maintenance documentation for every item of equipment. All final documents shall be issued in MS Word format and all final drawings in AutoCAD format. All interim documents may be issued in Adobe Acrobat format.
- 12.24.4. The Operations and Maintenance Manual shall include a complete parts list. The parts list shall include a list of all parts supplied, down to the lowest level part or assembly that is user-replaceable. Commodity supplies such as conduits, conductors, and pipes do not need to be included. The parts list shall include part numbers, description, system application or use, manufacturer, and supplier. The parts list shall identify sole-source and propriety parts. For all sole-source and proprietary parts, compatible or alternative parts shall be identified. The estimated Residual Life of parts that have a service life less than 30 years shall be identified.
- 12.24.5. The Operations and Maintenance Manual shall also include a complete consumable supplies list. The supplies list shall include a list of all materials required for routine maintenance of the equipment supplied under the Project Agreement. The supplies list shall include material name, description, function, application rate and frequency, manufacturer, and supplier.

#### **12.25. Spare Parts**

The Developer shall provide the manufacture's recommended spares. The spares shall comprise 10% of operational equipment rounded up to the nearest whole unit.

#### **12.26. Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the specified timeframes:

**Table 12-4 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, Approval</b>	<b>or Schedule</b>
Final Cover Design Baseline Report	Acceptance	Prior to RFC Documents
Fire System Performance Report	Acceptance	Prior to RFC Documents
Emergency Response Plan	Acceptance	Submitted with the Final Cover Design Baseline Report
Requirements Traceability Matrix	Information	Submitted with the Final Cover Design Baseline Report
Functional Design Specification (FDS)	Acceptance	Prior to RFC Documents
Commissioning Test Plan	Acceptance	Prior to undertaking the testing
Commissioning of all system	Acceptance	Prior to opening
Full Scale System Test Program	Acceptance	Prior to undertaking the testing
Full Scale System Test Report	Acceptance	14 Calendar Days after testing
Operations and Maintenance Manual	Acceptance	Prior to Substantial Completion

### **13. Structures**

#### **13.1. General**

13.1.1. The Developer shall design and construct all structures required to meet the Project requirements and make the Project fully functional in accordance with the requirements of the Project Agreement and this Section 13.

13.1.2. To advance longer-lasting highways, the Department encourages using innovative technologies and practices to accomplish the fast construction of efficient and safe highways and bridges. Consideration by the Developer of state-of-the-art technologies and elevated performance standards that result in improved safety, faster construction, reduced congestion from construction, improved quality, and user satisfaction are encouraged.

13.1.3. All construction, reconstruction and rehabilitation of structures shall be designed and constructed to the Ultimate configuration geometric requirements.

#### **13.2. Applicable Standards and Software**

13.2.1. All Construction Work required to be performed by the Developer pursuant to this Section shall comply with the Construction Standards, the relevant requirements listed in this Section 13, and Good Industry Practice.

##### **13.2.2. Railroad Grade Separations**

a. The Developer shall coordinate with the Railroads in accordance with Schedule 10, Section 10 Railroads for any structures Construction Work within Railroad right-of-way or affecting Railroad operations.

b. All Railroad grade separation structures shall be designed and constructed in accordance with the BNSF Railway-Union Pacific Railroad *Guidelines for Railroad Grade Separation Projects* and the American Railway Engineering and Maintenance-of-Way Association (AREMA) *Manual for Railway Engineering*. Structures, including permanent and temporary structures, shall be coordinated with the respective Railroads and are required to meet all applicable requirements.

##### **13.2.3. Structure Aesthetics**

The Developer shall comply with Schedule 10, Section 14 Landscaping and Aesthetics in its design and shall comply with the specified materials and finishes treatments, concepts and details for all components of all structures (bridges, retaining walls, noise walls, sign structures, etc.).

##### **13.2.4. Load Rating**

a. Load rating methodology shall be consistent with the design methodology, load factor rating (LFR) or load and resistance factor rating (LRFR).

b. The Developer shall review the latest inspection reports, As-Built plans and carry out visual inspections to load rate the existing bridges.

- c. Thrust shall not be used in the design or rating of buried culverts.
- d. Bridges and major culverts under railway tracks shall be rated in accordance with AREMA. For all other structures, the following rating software shall be used for the Project:
  - i. AASHTOWare BrR, Bridge Load Rating; and
  - ii. AASHTOWare BrR, Culvert Load Rating.

### **13.3. Design Requirements**

13.3.1. All highway bridge structures shall be designed for 36 pounds per square foot (psf) dead load to account for overlays, as specified in this Section.

13.3.2. Bridge spans shall be proportioned to avoid uplift at supports due to non-seismic loads.

13.3.3. Design structures for thermal forces for cold climate temperature ranges.

#### **13.3.4. Geotechnical Data**

- a. Preliminary subsurface investigations have been conducted for the Project and are provided in the Reference Documents. The Developer shall be responsible for any additional subsurface investigations that it considers necessary to complete the Construction Work.
- b. The soil and rock samples collected as part of the geotechnical investigation are stored by and available from the Department. The Developer may submit a request to the Department to obtain these geotechnical samples (for inspection and testing as it may consider necessary to supplement its design) no later than 90 Calendar Days after the issuance of NTP 1. At the end of 90 Calendar Days, if the Developer has not submitted such request, the Department will dispose of the samples. If the Developer does submit a request and takes possession of these samples, then the Developer shall be responsible for their storage and disposal.
- c. Existing groundwater observation wells are present within the Site. The Developer shall be responsible for their abandonment or renewal of the Permits for these wells in accordance with Colorado Division of Water Resources requirements. The Developer shall be responsible for installing any additional groundwater observation wells it considers necessary to monitor water level or water quality, including applying for and obtaining the necessary Permits.

#### **13.3.5. Materials**

- a. Concrete
  - i. Type II or Type I cement may be used for cast-in-place concrete. Type III cement may be used for precast concrete. High sulfate content soils shall require Type V cement. Class B concrete may be used for panel noise barriers. Class BZ concrete shall be used for drilled caissons. Class B concrete shall be used for filling post holes and slope paving. Class D or H concrete shall be used for all

conventionally reinforced bridge decks. Class D concrete shall be used for bridge rails, abutments, piers, and walls. Class D, PS, or S40 concrete shall be used for all pretensioned or post-tensioned concrete. The concrete used for cast-in-place bridge decks shall be dense, with low permeability, highly resistant to abrasion, and it shall resist cracking due to creep and shrinkage. The bridge deck concrete shall have a maximum water/cement ratio (w/c) of 0.45, chloride permeability of 2000 coulombs or less in 56 Calendar Days as tested in accordance with American Association of State Highway and Transportation Officials (AASHTO) T 277, and shrinkage of 500 microstrain or less as tested per ASTM C157. If Class D concrete is used, the Developer shall use a standard Class D mix. The proposed mix design and procedures shall meet the above requirements and shall be submitted for Acceptance by the Department. The use of lightweight concrete will not be allowed.

- ii. Minimum design concrete strengths shall meet the requirements of Section 601 of the CDOT Standard Specifications.
- iii. Maximum design concrete strengths used for design shall be:
  - A. Cast-in-place:  $f'c = 6.0$  ksi; and
  - B. Precast:  $f'c = 10.0$  ksi.

b. Pre-Tensioning Steel

The maximum diameter for prestressing strands shall be 0.6 inch for a two inch minimum spacing and 0.5 inch for a 1.75 inch minimum spacing.

c. Post-Tensioning Steel Systems

The Developer shall provide corrosion protection for the strands consisting of grout-filled galvanized or non-metallic ducts. Grout shall meet the requirements of Section 618 of the CDOT Standard Specifications. Prestressing system plants shall be certified by the Post-Tensioning Institute (PTI). The diameter for strands shall be 0.6 inch or 0.5 inch.

d. Reinforcing Steel

The use of epoxy coated reinforcing steel for all bridges, walls, box culverts, and barriers shall adhere to the requirements of Table 1, SubSection 8.1 of the CDOT *Bridge Design Manual*. The design category for the anticipated level of de-icing salt application shall be "High". Abutments, pier columns, barriers, retaining walls, and any other reinforced concrete structures exposed to splash from adjacent roadway shall use epoxy-coated reinforcing steel. All reinforcing shall consist only of deformed bars per American Society for Testing and Materials (ASTM) A 615.

e. Structural Steel

- i. Structural steel shall conform to AASHTO M 270, Grades 36, 50, 50S, 50W, HPS 50W, or HPS 70W.

- ii. Additional structural steel grades to be used for any pedestrian structures and architectural structures shall include ASTM A106 or A53 for pipe shapes or ASTM A500 (Grade B) for steel structural tubing shapes.

### 13.4. Existing Structures

#### 13.4.1. Removal

- a. The Developer shall remove existing structures as shown in Table 13-2.
- b. The removal of Railroad structures shall meet the requirements of the respective Railroad.
- c. Bridge removal shall consist of the complete removal of all superstructure and substructure elements for the reconstruction of new structures at these locations.
- d. Removal of the substructure shall be taken down to at least one foot below the future ground surface or subgrade at the lowest point of interface. Holes resulting from substructure removal shall be backfilled with structure backfill (Class 2) to the adjacent existing grades.
- e. The Developer shall submit a Bridge Removal Plan, for each structure that is to be removed, to the Department no less than 21 Calendar Days prior to start of demolition. The Bridge Removal Plan shall detail procedures, sequences, and all features required to perform the removal in a safe and controlled manner. The Bridge Removal Plan shall provide complete details of the bridge removal process and meet the requirements as specified in Revision of 107 Performance of Safety Critical Work, located in the Project Special Provisions set out in Appendix A to this Section 13.

#### 13.4.2. Load Rating Additional Existing Bridges

- a. The Developer shall load rate the existing structures as shown in Table 13-1 and submit to the Department for Acceptance.

**Table 13-1 Existing Structures to be Load Rated**

Structure Description	Structure No.
I-70 Over Sand Creek	E-17-AER
I-70 Over Havana Street	E-17-VD
I-70 over UPRR spur track (near Havana Street)	E-17-VE

### 13.5. Bridges

13.5.1. Bridge superstructure types that would require falsework or shoring are permitted. All falsework shall be designed in accordance to the AASHTO *Guide Design Specifications for Bridge Temporary Works*.

13.5.2. The bridge structures and actions identified for the Project are listed in Table 13-2.

**Table 13-2 Actions for bridge structures**

Existing Structure No.	New Structure No.	Structure Location and Description	Action
E-17-UY E-17-US	E-17-AEU E-17-AEV	I-70 westbound over Brighton Boulevard I-70 eastbound over Brighton Boulevard	Removal and reconstruction Removal and reconstruction
E-17-FX	N/A	I-70 Viaduct (Brighton Boulevard to Colorado Boulevard)	Removal
E-17-Z	N/A	UPRR Bridge under I-70	Removal
N/A	E-17-AEW E-17-AEX	UPRR over I-70 UPRR Service Road over I-70	New construction New construction
N/A	MISC-E-17-IT	Sanitary Sewer Bridge over I-70 (at York Street)	New construction
N/A	E-17-AEY	York Street over I-70	New construction
N/A	MISC-E-17-IU	Storm Sewer Bridge over I-70 (at York Street)	New construction
N/A	E-17-AEZ	Josephine Street over I-70	New construction
N/A	E-17-AEL	Cover (Columbine to Clayton)	New construction
N/A	E-17-AEN	Fillmore Street over I-70	New construction
N/A	E-17-AEO	Steele Street over I-70	New construction
N/A	E-17-AEP	Cook Street over I-70	New construction
N/A	E-17-AFA	BNSF Market Lead over I-70	New construction
N/A	E-17-AFC	Monroe Street over I-70	New construction
E-17-HU E-17-HT	E-17-AFD	Colorado Boulevard over I-70	Removal and reconstruction
E-17-HY E-17-HZ	E-17-AFF E-17-AFG	I-70 westbound over Dahlia Street I-70 eastbound over Dahlia Street	Removal and reconstruction Removal and reconstruction
E-17-HW E-17-HX	E-17-AFH E-17-AFI	I-70 westbound over Holly Street I-70 eastbound over Holly Street	Removal and reconstruction Removal and reconstruction
E-17-GC E-17-GD	E-17-AFJ E-17-AFK	I-70 westbound over Monaco Street I-70 eastbound over Monaco Street	Removal and reconstruction Removal and reconstruction
N/A	E-17-ADT	N Stapleton Drive over Denver Rock Island Railroad	Removal and reconstruction
E-17-EW E-17-DF	E-17-AFN E-17-AFO	I-70 westbound over Denver Rock Island Railroad I-70 eastbound over Denver Rock Island Railroad	Removal and reconstruction Removal and reconstruction
N/A	E-17-ADU	Quebec eastbound exit ramp over Denver Rock Island Railroad	New construction
E-17-GA E-17-GB	E-17-AFQ E-17-AFR	I-70 westbound over Quebec Street I-70 eastbound over Quebec Street	Removal and reconstruction Removal and reconstruction
E-17-AER	N/A	I-70 over Sand Creek	Existing bridge previously constructed
E-17-KR	E-17-AFS	Eastbound I-270 over I-70	Removal and reconstruction

Existing Structure No.	New Structure No.	Structure Location and Description	Action
E-17-VD	N/A	I-70 over Havana Street	Bridge constructed under Havana Design Build Project
E-17-VE	N/A	I-70 over UPRR spur track (near Havana Street)	Bridge constructed under Havana Design Build Project
E-17-IQ	E-17-AFT E-17-AFU	I-70 westbound over Peoria Street I-70 eastbound over Peoria Street	Removal and reconstruction Removal and reconstruction

### 13.5.3. Geometry

All fill and cut slopes along the longitudinal axis of bridges with spill-through abutments shall not be steeper than 2:1. There shall be a two foot berm at the top of the slopes at the front face of abutments and a two foot minimum dimension from the top of this berm to the bottom of girder. Minimum vertical clearance of 16.5 feet (from travelled way and shoulders) shall be provided for all highway grade separations. Pedestrian bridges or Utility/irrigation structures over roadways shall provide a minimum vertical clearance of 17.5 feet. The minimum structure widths shall be as shown in the Structure Typical Sections as provided in Schedule 10B Contract Drawings.

### 13.5.4. Type

- a. Bridge types are not restricted to those historically used by the Department. The Developer may propose other types and components and submit to the Department for Approval. The Department will make its assessments by taking into account, among other factors, as to whether the type has been accepted for general use by other transportation authorities and the Developer has demonstrated that the design of the bridge type and components will perform well under the Project's environmental conditions, including frequent freeze-thaw cycles, anti-icing and de-icing.
- b. Experimental bridge types, timber bridges, masonry bridges, and structural-plate arches shall not be permitted.
- c. Bridges shall incorporate as few joints and bearings as possible, be continuous over supports, not use intermediate hinges, and use integral or semi-integral abutments wherever possible.
- d. Fracture critical bridges for highway traffic shall not be permitted.
- e. Precast double tees or precast box girders without a cast-in-place deck placed on top shall not be permitted.
- f. If not supplied in this Section 13, the Developer shall obtain structure numbers for new structures from the Department.

### 13.5.5. Inspection Access

- a. All bridge superstructures, joints, and steel-reinforced elastomeric bearing pads with sliding surfaces and high load multi-rotational (HLMR) bearings shall be made accessible for long-term inspection and shall be designed and detailed for ease of replacement,

including jack locations, and required jack sizes. The bridge shall be designed to withstand the loads and forces with the superstructure jacked.

- b. Superstructures consisting of I-girders with exposed cross frames shall be made accessible with walkways, or by use of an A-40 inspection truck. All concrete or steel box girders with an inside depth of five feet or more shall be made accessible for interior inspection.
- c. Superstructure of the Cover shall be made accessible through ceiling for inspection of all girders and bearings. All pretensioned precast concrete box or tub girders with access shall be provided with low-point drainage through the bottom slab.
- d. Access doors shall be placed at locations that do not impact traffic under the bridge, and shall be located to be readily accessible from bridge inspection trucks. Where applicable, the door shall swing into the box girder. The minimum opening for access doors shall be two feet by three feet and locked by a single padlock with lock protector. Access holes, through diaphragms, shall have a minimum diameter of 2.5 feet. CDOT *Standard Structural Worksheet B-618-2* shows typical bottom-slab access-door details.
- e. All access holes shall be accessible with ladders from the ground and shall not require access by use of the Department's A-40 inspection truck. Where access doors are provided above slope paving, cleats to support a ladder shall be provided in the slope paving. Location of access holes shall be submitted as part of the design submitted for Acceptance by the Department.
- f. Box girders shall be protected from access by vermin.

#### 13.5.6. Components

##### a. Bridge Rails and Pedestrian Railing

Bridge rails shall be provided on approach slabs. The Developer shall design and construct pedestrian fencing/railing in accordance with AASHTO *LRFD Bridge Design Specifications*. Bridge rails and pedestrian rails not separated from vehicular traffic by bridge rails shall be designed to meet TL-4 loading in accordance with AASHTO *LRFD Bridge Design Specifications*. Pedestrian railing attached to bridge rails shall be installed behind bridge rail face, or back side of bridge rail. Cover plates shall be used over breaks in the interior and exterior bridge rail, curbs, or sidewalks to provide structural and safety shape continuity across the joint in the bridge rail and to provide face-of-curb continuity across the joint in the curb for traffic loading at these breaks in bridge rail and curb.

##### b. Splashguards

A 36 inch splashguard shall be provided on both sides of the bridge for the span over the I-70 Mainline/cross street for a minimum distance of 50 feet from the edge of the roadway. Splashguards shall be in accordance with CDOT *Worksheet B-607-3*. A Splashguard is not required at locations with attached 8.5 foot sidewalk on the bridge.

##### c. Approach Slabs

- i. Approach slabs shall be used on each new bridge and shall be a minimum of 20 feet in length measured along the centerline of the bridge. Approach slabs shall be separate from and fit between cantilevered wingwalls or retaining-wall wingwalls so that the approach slab can freely rotate about the abutment. Bridge rails with water stopper shall be connected to approach slabs. Bridge rails shall function as a barrier to keep water out of the joint between wingwalls or retaining walls and along the edge of approach slab. The approach slab, for highway bridges, shall be at least the same width as the bridge deck, and provide for expansion and contraction at the approach pavement interface where required. Approach slabs shall be anchored to the abutment.
  - ii. The design shall include an underdrain system beneath all approach slabs to reduce water in embankment fills at bridge abutments.
  - iii. The approach slabs shall be designed for differential settlement such that they will not produce a grade break that is noticeable to the user and shall not be more than one inch within one year of opening to traffic. The Developer shall implement ground-improvement techniques to the approach embankment subgrade, if necessary, to meet this requirement.
- d. Decks
- i. The Developer shall provide a minimum concrete deck thickness of eight inches. Deck thickness for prefabricated pedestrian truss bridges or side by side precast prestressed box or slab bridges shall be 5 inches minimum.
  - ii. Open or filled grating decks, cast-in-place bare decks, and orthotropic decks shall not be permitted. Concrete decks designed by the simplified "Ontario", or any empirical methods, shall not be permitted.
  - iii. Full-depth precast deck slabs shall require cast-in-place joint closures and post tensioning across joints and an overlay. Pretensioned, precast concrete deck forms shall be a minimum of three inches thick and have a full grout or concrete bearing. Full grout is defined as a one inch minimum thickness by two inch wide grout pad.
  - iv. Stay-in-place metal deck forms are permitted. If stay-in-place metal forms are used, the superstructure, substructure, and foundation shall be designed for an extra five psf minimum dead load applied to the superstructure. Stay-in-place metal deck forms shall not be considered part of the structural deck.
  - v. Parallel bridges shall have a minimum one inch (four inch preferred) longitudinal gap between decks or parapets, or shall be tied together to make one structure.
  - vi. Permanent deck forms shall not be permitted between girders or stringers where the longitudinal deck joint is located. Permanent deck forms shall not be permitted for cast-in-place post-tensioned box girder or T-girder deck slabs, or cantilevered portions of decks. In order for the cast-in-place portion of concrete placed on top of the top flange of a precast double tee or precast box girder to be

considered composite with the precast top flange, the minimum total laminated deck thickness shall be eight inches, the minimum cast-in-place thickness shall be 4-3/4 inches, and the top surface of the precast top flange shall be roughened.

- vii. Minimum longitudinal steel in the top mat of cast-in-place decks shall be #4s at six inch spacing spliced to the negative-moment steel reinforcing.

e. Deck Joints

- i. Deck design shall avoid or minimize joints in accordance with the guidelines in CDOT *Bridge Design Manual*. A minimum of zero to four inch joint shall be placed at the end of approach slabs or locations of expansion devices shall be approved by the Department. A minimum of two expansion devices shall be installed per each bridge.
- ii. Joint design shall use strip seals such as D.S. Brown A2R400-SSA2, WABO SE400 Type A or equivalent product pre-approved by the Department with expected maximum four inch movement or modular joints for expected movements four inches or greater.
- iii. Design and location of joints shall provide for maintenance accessibility and future replacement.
- iv. Aluminum joints shall not be permitted.
- v. Modular joints shall be tested for fatigue loading according to the National Cooperative Highway Research Program (NCHRP) *Report 402, Fatigue Design of Modular Bridge Expansion Joints*, or NCHRP *Report 467 Performance Testing for Modular Bridge Joint Systems*, as well as the provisions included in Chapter 14 of the AASHTO *LRFD Bridge Design Specifications*.
- vi. Expansion devices shall be set to provide a smooth surface between the final grade into the device and the final grade out from the device. A smooth surface is defined as a maximum grade break, at 30 feet either side of the device, of 0.3 percent. To facilitate the proper placement of expansion devices, the tabular bridge geometry shall include a bent line for the expansion devices on a bridge or approach slab. Asphaltic expansion devices and asphaltic plug joints shall not be used for any new construction. Silicoflex preformed seals shown on worksheets shall not be used on new construction without Approval by the Department.

f. Overlays

- i. The Developer shall provide an initial bridge deck overlay for all bridge decks. Overlays shall be three inch hot mix asphalt (HMA) over a waterproofing membrane or 3/8 inch polymer concrete for bridges. The HMA overlay with a waterproofing membrane shall be used on both the bridge deck and associated approach slab. Thin-bonded overlays, such as epoxy or polymer concrete, shall

- be used when widening an existing bridge with a bare concrete deck. The thin-bonded overlay will be applied to both the existing deck and the widened portion.
- ii. Latex-modified overlays shall not be used.
  - iii. The I-270 over I-70 Mainline bridge shall be constructed with either a three inch stone matrix asphalt (SMA) with waterproofing membrane overlay or a minimum 0.75" polyester concrete overlay.
- g. Superstructures
- i. Superstructures shall meet the requirements for redundancy, fatigue, crack control, and deflection in AASHTO *LRFD Bridge Design Specifications*.
  - ii. Field connections shall not be welded, but shall be made with high-strength bolts. Slip-critical connections shall be made with 3/4 inch, 7/8 inch, or one inch diameter, ASTM A325 bolts.
  - iii. The use of pins and hangers shall not be permitted. Category D or poorer weld details shall not be permitted in tension zones subject to fatigue stress ranges.
  - iv. The design shall clearly identify the location of all fracture critical members (FCM) and shall follow the procedures specified in the Applicable Standards and Specifications for identification of and requirements for FCMs.
  - v. The Developer shall follow the Shop Detail Drawing Review/Approval Guidelines developed by the AASHTO/National Steel Bridge Alliance (NSBA) Steel Bridge Collaboration G1.1-2000 for preparation of steel shop drawings.
- h. Bearings
- i. The Developer shall design and locate bearings to allow maintenance accessibility and future replacement. Substructure drawings shall show locations for lifting when removing bearings. If design loadings allow, elastomeric pads and steel-reinforced elastomeric bearings with or without sliding surfaces shall be used. Sliding surfaces shall be polytetrafluoroethylene (PTFE) with a stainless-steel mating surface. Bearings shall be either elastomeric pads (CDOT Type I), steel-reinforced elastomeric bearings, with or without PTFE and stainless steel sliding surfaces (CDOT Type I or Type II), or HLMR bearings (CDOT Type III). The thickness of Type II bearings shall be designed so that the acceptable shear-deflection limits of the pad are not exceeded if, for some reason, slip does not occur. The design of elastomeric pads and steel-reinforced elastomeric bearings shall be such that pad walk-out will not occur by including pad-walkout restraints. Sole plates, when used, shall have a 3/4-inch minimum thickness.
  - ii. At expansion bearings, the edge of the sole plate shall not slide past the edge of the elastomeric pad, by the use of a positive stop.

- iii. At least three inches of cover shall be provided between anchor bolts and the edge of the concrete pedestal. Reinforcement for pedestals shall be greater than three inches high.
  - iv. Suppliers of bearings devices shall be selected from the Department's Preapproved Product List. Only one bearing type shall be used across the width of the bridge at any given substructure location. Elastomeric pads and steel reinforced elastomeric bearing devices shall not be mixed with HLMR bearings at any one particular bridge. The minimum HLMR bearing height shall be seven inches.
- i. Piers and Pier Caps
- i. Aesthetic treatments on piers shall extend below finished grade and be considered for the Ultimate design as necessary to accommodate future construction of the I-70 Mainline and adjacent ramp improvements.
  - ii. Drop caps or integral caps are acceptable. Integral caps are preferred with cast-in-place or precast concrete box Section systems. The use of integral steel pier caps shall be kept to a minimum.
  - iii. The design shall include provision for inspection access for integral steel pier caps.
- j. Abutments
- i. The design shall include integral or semi-integral, end-diaphragm-type abutments for bridge structures whenever possible. Mechanically stabilized earth (MSE) walls may serve as abutment support for bridge superstructure loads. Abutment supported by MSE shall be Geosynthetic Reinforced Soil Integrated Bridge System. Retaining-wall wingwalls may be used in lieu of cantilevered wingwalls at abutments for all aesthetic categories of bridges. The length of cantilevered wingwalls and/or retaining walls from the end of the abutments of a U-type abutment shall be four feet longer than the point of intersection of the embankment slope with the roadway finished grade.
  - ii. Backfill behind the abutments shall be as shown in the CDOT *Bridge Structural Worksheets* Backfill Drawings B-206-F1 or B-206-M1.
  - iii. Flow fill is allowed behind the abutments.
- k. Slope Protection
- The design shall include concrete slope protection for all slopes under bridges and on slopes between tiered walls. Slope protection on slopes between tiered walls and any slopes from shoulder to the top of retaining wall shall use similar detail.
- l. Foundations

- i. Differential settlement shall not exceed 1/2 inch within a bent or abutment; and span length in (feet)/400 differential settlement between adjacent bents or abutments.
  - ii. The Developer's Quality Management Plan (QMP) shall include inspection of all drilled caisson operations using non-destructive testing for non-redundant (single shaft) drilled caissons. Cross sonic log (CSL) or impact echo are acceptable methods of non-destructive testing for drilled caissons. Alternative methods proposed for non-destructive testing shall comply with Applicable Standards and Specifications. All drilled caissons while placing concrete shall have a depth vs. volume plot to monitor caving.
  - iii. Dynamic monitoring of driven-pile foundations using the Pile Driving Analyzer (PDA) tests shall be performed at a minimum of two piles per structure, each at a separate foundation element (abutment or pier foundation), and a minimum of two percent of driven piles to verify that pile capacity, with appropriate resistance factor, meets or exceeds the design-factored load per pile. The PDA tests shall cover pile size, hammer type, and geology condition changes for structures. The PDA tests shall include the measurements for initial driving and re-strike. The Developer may replace or supplement PDA tests with static load tests for piles. Static load tests shall be in accordance with ASTM D-1143 or ASTM D-3996. The exact number, type, layout and location of static and PDA tests shall be per the Developer's QMP. Static axial load tests or PDA on driven piles shall be performed in locations where driven piles will be used and the vertical loads will control the depth of the driven piles. PDA testing criteria including number, type, layout, and location shall be submitted to the Department for Acceptance.
- m. Drainage
- i. Gutter flow at both ends of bridges shall be intercepted. Stormwater flowing toward the bridge shall be intercepted prior to the expansion device of the approach slab. Stormwater flowing away from the bridge shall be intercepted prior to leaving the approach slab. Backup drainage plan between girder and abutment/pier underneath the expansion device shall be provided. All stormwater shall be directed to an appropriate outfall. Permanent erosion protection shall be designed and installed at all outfall locations to prevent the occurrence of erosion. Outfalls shall have a well-defined and protected flow path.
  - ii. All bridge deck-drain inlets shall be grated. The bridge deck drainage system shall be compatible with the structural reinforcement, components, and aesthetics of the bridge. Outfalls shall be positioned to avoid corrosion of structural members, and splash on vehicular traffic and pedestrian areas below the bridge. Downspouts for bridge drains shall be minimum 10 inch diameter galvanized steel pipe, and shall meet the requirements of ASTM A53, Grade B, and Standard Weight Schedule 40. Downspout pipe shall be hot-dipped galvanized after fabrication. Galvanizing shall meet the requirements of AASHTO

M111. Metal used in the manufacture of castings shall meet the requirements of ASTM A48, Class 35B. Cleanouts shall be provided for downspout systems.

- iii. Bridge deck drains shall be located so that downspouts can be taken immediately down pier columns. Bridge drain systems with "horizontal" runs shall not be used unless Approved by the Department.
- iv. The bridge deck drain system shall be designed and constructed to be easily modified to accommodate future changes to the median width on the bridge. Downspout and outfall locations shall be located such that no changes are required in the future to accommodate the Ultimate design of the I-70 Mainline and adjacent ramp improvements. The bridge deck drain system shall be designed and constructed not to form icicles under the bridges.

n. Utilities

- i. The Developer shall identify, maintain, and coordinate all Utility location on structures. Hanging of Utilities shall not be permitted under deck overhangs or on bridge rail. Protection of the pipes from the settlement of the abutment backfill shall be provided. The Developer shall resolve conflicts between Utilities and proposed structures in accordance with Schedule 10, Section 4 Utilities. A pull box shall be provided for access.
- ii. Details of Utilities to be placed on structures shall be included as part of the design submittals to the Department. Utilities not hidden from view in superstructure elevation shall not be permitted. Bridge deck drainage or anti-icing pipes shall not be allowed inside of box girders or embedded within concrete structural members.
- iii. The Department has identified two Utility structures, as specified in Table 13-2. Proposals for any additional Utility structures shall be submitted to the Department for Approval.
- iv. The Developer shall provide two 2" conduits across all bridge structures which shall terminate at pull boxes at the each end of the structure.

o. Median

The concrete curb and median cover material on the bridge deck and approach slabs shall be constructed to allow removal and modification in the future without causing damage to the bridge deck concrete and reinforcement.

- p. The protecting of bridge Elements and roadway/pedestrian areas from bird droppings shall be considered in the design. The Developer shall eliminate all potential pigeon roosting and nesting areas and/or install various control systems, such as plates, grating, nets, spikes, electric systems, and wires as Approved by the Department at bearing areas, abutment and pier caps, and areas above pedestrian traffic. Bird control and nest removal shall be taken into consideration when planning long-term maintenance.

**13.6. Cover**

- 13.6.1. The Cover shall be designed for the landscaping features as specified in the Cover Landscaping Plans, as provided in Schedule 10B, Contract Drawings and the Reference Documents.
- 13.6.2. The Cover shall meet all requirements as described in Schedule 10, Section 4 Utilities, Section 12 Cover MEP System, Section 14 Landscaping and Aesthetics, Section 16 ITS and Tolling Equipment, and Schedule 10B Contract Drawings.
- 13.6.3. The Developer shall construct a solid concrete pier wall that extends beyond both ends of the Cover a minimum distance of 130 feet, to prevent recirculation of pollution or smoke from the exit of one bore into the entrance of the other, meeting the requirements specified in Schedule 10, Section 12 Cover MEP System.

**13.7. Box Culverts**

- 13.7.1. The Developer shall install box culvert structures as shown in Table 13-3 and shall submit to the Department for Acceptance.

**Table 13-3 Box Culverts**

Structure Description	Location
Offsite Outfall System	44 <sup>th</sup> Avenue to South Platte River
Onsite Outfall System	Pond
Colorado Boulevard Ponds	Sta 2080+00
Stapleton Drive South Interception	Safeway Distribution Center

13.7.2. Design

- a. New box culverts, replacements, extensions, and strengthening, including corresponding head and wingwalls, shall meet the requirements of Schedule 10, Section 8 Drainage. Culverts not covered in the CDOT *M & S Standards* shall be designed in accordance with *AASHTO LRFD Bridge Design Specifications*, *CDOT Bridge Design Manual*, and *CDOT Drainage Design Manual*. Thrust shall not be used.
- b. All major box culverts, new and widening of existing, shall be load rated, documented and submitted to the Department, using the AASHTOWare BrR software.

**13.8. Retaining Walls**

- 13.8.1. All retaining walls on the Project shall comply with Schedule 10, Section 14 Landscaping and Aesthetics. The Developer shall have sole responsibility for the type, material, performance and safety of temporary retaining structures.
  - a. Geometry
    - i. The retaining wall layout shall address slope maintenance above and below the wall and provide returns into the retained fill or cut at retaining wall ends where possible. Final tolerances shall be 1 to 200 for level and plumb. Any residual wall

batter shall be into the fill. The Developer shall provide a traversable surface between the wall and the Right-of-Way (ROW) line for maintenance access.

- ii. Walls that support soil and loads from outside ROW shall require an appropriate setback from the ROW line for the construction of the wall, permanent easement or a temporary construction easement shall be required. A system shall be provided to intercept or prevent surface water from entering behind walls. Lengths of wall without relief joints shall be limited to lengths which control the differential settlement. A fence or pedestrian railing shall be provided at the top of walls over five feet high where access is open to the public or maintenance personnel.

b. Type

Metal walls, including bin walls and sheet-pile walls, recycled material walls, and timber walls shall not be permitted for permanent retaining walls. Wall types selected by the Developer shall have been used successfully in similar geotechnical locations and environmental conditions.

c. Design Requirements

- i. All permanent retaining walls and their associated structural support elements constructed for the Construction Work shall be designed to resist corrosion or deterioration for the design service life. A drainage system shall be required for every wall type. MSE walls shall be designed in accordance with the requirements of *AASHTO LRFD Bridge Design Specifications*. All retaining wall installations shall include a positive drainage system of the backfill. The design of MSE and modular walls near or in bodies of water shall account for soft saturated soils and scour and shall prevent fines washout between facing elements. All walls near irrigation lines for landscaping shall account for any additional hydrostatic load due to a waterline break. All MSE walls with drainage lines placed within the strap zone shall account for any additional hydrostatic load due to pipe leakage. Utilities shall not be placed within the strap zone unless otherwise Approved by the Department. Retaining walls shall be designed according to the seismic criteria from *AASHTO LRFD Bridge Design Specifications*.
- ii. Temporary retaining walls may be abandoned and left in place if not in conflict with any permanent elements of the Project and Ultimate design. Temporary retaining walls left in place must be completely covered by soil or construction material, so they are not visible.

d. Characteristics

i. MSE (Panel) Walls

- A. Wall panels shall be constructed of reinforced concrete and provide corrosion protection for prestressing or post-tensioning steel. A mechanical connection to the wall facing shall be provided. Wall panels

exposed to splash from traffic shall use epoxy coated reinforcing steel. Panel joints shall accommodate differential settlement.

- B. The Developer shall use the FHWA Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes - Volumes I and II.
- C. A barrier shall be provided to prevent fines washout between horizontal and vertical facing panel joints, panel wall construction joints, or relief joints.

ii. MSE (Block) Walls

- A. A mechanical connection to the wall facing shall be provided. Friction connections relying on gravity alone are not permitted unless every course of block is connected to the MSE soil mass with a reinforcing layer. MSE block walls are not acceptable for walls at the bridge locations or for primary retaining walls. The Developer may use MSE block walls for secondary retaining wall locations, such as landscaping. The Developer shall make a list of proposed MSE block wall locations for Approval by the Department.
- B. The Developer shall use the FHWA *Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes - Volumes I and II*.
- C. A barrier shall be provided to prevent fines washout between horizontal and vertical block joints, block wall construction joints, or relief joints.

iii. Cast-in-Place Walls

Cast-in-place walls shall be designed and constructed in accordance with *AASHTO LRFD Bridge Design*. Construction-joint spacing shall accommodate or limit differential settlement. Structural diaphragm walls may be used when top-down construction is warranted.

iv. Anchored Walls

Design and construction shall use the following documents as guidelines: FHWA DP-90-068, FHWA RD-82-046, FHWA RD-82-047, Design Manual for Permanent Ground Anchor Walls FHWA RD-97-130, FHWA Geotechnical Engineering Circular No. 4-Ground Anchors and Anchored Systems IF-99-015. Anchors shall be encapsulated with plastic sheathing. Proof load tests for anchors shall be provided in accordance with the above FHWA guidelines.

v. Soil Nail Walls

Soil nail walls may only be used when top-down construction is warranted. Soil nail walls shall not be used if ground water seepage will be anticipated. Design and construction shall be in accordance with *AASHTO LRFD Bridge Design*

*Specifications* and use the following documents as guidelines: FHWA RD-89-186, FHWA Soil Nailing Field Inspectors Manual SA-93-068, FHWA Manual for the Design & Construction of Soil Nail Walls SA-96-069R, FHWA Geotechnical Engineering Circular No. 7-Soil Nail Walls NHI-14-007. Load testing for nails shall be provided in accordance with the above FHWA guidelines. Final shotcrete surfaces shall be faced to meet the aesthetic requirements of Schedule 10, Section 14 Landscaping and Aesthetics.

vi. Caisson Walls

Caisson walls may be used when top-down construction is warranted along areas where ROW or other obstacles are constraining, and alternatives such as soil nail wall construction is not feasible. Caisson walls shall be designed with a permanent concrete fascia, using cast-in-place or precast facing. Walls shall be designed and constructed in accordance with the AASHTO *LRFD Bridge Design Specifications*.

vii. Soil Reinforcement

Soil reinforcement for MSE and modular walls shall be galvanized or epoxy-coated steel, geogrids, or fabrics meeting creep requirements of AASHTO *LRFD Bridge Design Specifications*. The design shall account for any item projecting through the soil reinforcement. The Developer shall avoid placing culverts and Utilities perpendicular to soil reinforcement within the reinforced soil mass. Soil reinforcement shall be protected from corrosion of metal due to stray electrical currents.

### 13.9. Noise Walls

#### 13.9.1. General

Noise walls shall be designed and constructed to the requirements as provided in the I-70 East EIS and Schedule 17 Environmental Requirements. Noise walls shall be designed in accordance with AASHTO *LRFD Bridge Design Specifications*. Final tolerances shall be 1/8 inch in one foot for level and plumb. The design of noise walls shall provide for adequate surface drainage. When the installation of a noise wall interferes with the access to existing, or proposed fire hydrants, the noise wall installation shall include fire hose access openings and associated identification signs. Location and demand for these openings shall be established in cooperation with the local fire department.

#### 13.9.2. Geometry

When placed behind guardrail, noise walls shall be offset according to AASHTO *A Policy on Geometric Design of Highways and Streets*. The Developer shall place noise walls on top of concrete guardrail when offset space is limited to 10 feet or less.

#### 13.9.3. Design Requirements

a. Panels

Panels shall be constructed of concrete. Panels may be cast-in-place or precast. Panels on bridges shall be cast-in-place concrete and jointed from longitudinal structural elements of the bridge. Panel design and construction shall consider future replacement and/or repair, and shall limit the risk from falling debris resulting from traffic impacting with the noise wall. The Developer may propose other types and components and submit to the Department for Approval.

b. Posts

Posts shall be reinforced concrete, prestressed concrete, or galvanized and painted steel.

c. Foundations

i. Foundations shall be posts set in concrete, flowfill, caissons, cast-in-place, or precast reinforced concrete footings. The bottom of all spread footing foundations shall be placed a minimum of three feet below finished grade. Reinforcing steel projecting into the above ground portion of walls, subject to splash from the roadway (areas within 10 feet horizontally of the edge of travel lane), shall be epoxy coated.

ii. All structures with concrete surfaces, including those accessible by graffiti vandals, shall have a surface treatment of concrete stain. This includes all retaining walls, noise walls, concrete roadway/bridge barriers, and slope protection.

### 13.10. Sign Structures

#### 13.10.1. General

a. The Developer shall remove all existing sign structures per the limits as defined in Schedule 10, Section 11 Signing, Pavement Marking, Signalization, and Lighting. Static sign structures and supports meeting the geometric and sign layout requirements shown in the CDOT *M & S Standard Plans*. For static sign structures and supports that do not meet the geometric and sign layout requirements shown in the CDOT *M & S Standard Plans*, the structure shall be designed and constructed in accordance with the latest AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*. Use Fatigue Category I for overhead sign structures. Sign structures shall be galvanized structural steel (single) tubing.

b. Variable Message Signs (VMS) shall be mounted on a sign bridge. The Developer shall prepare a structural design for each VMS structure in accordance with above specified AASHTO requirements and provide to the Department for Acceptance.

c. All sign structures shall include hand holes on poles for addition of future lighting.

d. The Developer shall provide minimum vertical clearance for static and dynamic sign structures in accordance with Schedule 10, Section 11 Signing, Pavement Markings, Signalization, and Lighting.

e. Components

i. Foundations

Drilled caissons shall be used to support overhead and cantilever sign structures. The Developer shall prepare one Project Foundation Report for all sign structures for Acceptance, and shall have one foundation boring near each single caisson supporting monotube sign supports.

ii. Connections

Shop splices shall be made with full-penetration butt welds. Base connections shall be made with full-penetration shop butt welds. All sign connection hardware shall be galvanized, with strengthened structural tubing at electrical connection openings.

iii. Bridge-Mounted Signs

The Developer shall not mount signs on bridges.

**13.11. Submittal Requirements**

13.11.1. Structural Concept Reports and Plans

The Developer shall submit a Structural Concept Report and Plans to the Department for Acceptance, for each bridge and retaining wall. Submittal contents shall include:

- a. Elevation views and cross sections depicting structure components. Also provide a maximum two-page description of type, materials, and design-life considerations for each proposed structure;
- b. For retaining walls, the Developer shall submit:
  - i. A description of each wall type utilized on the Project;
  - ii. A description of methods of accommodating settlement and differential settlement;
  - iii. A description of the type of foundation for each type of wall; and
  - iv. The location of walls and identification of wall type;
- c. Description of conceptual solutions for complex structural problems identified by the Developer;
- d. Description of creative or innovative ways the design, construction, and/or choice of structural types will benefit and/or enhance Project Schedule, quality, aspects of the Construction Work, and minimize traffic impacts;
- e. Structure Concept Plans, for Acceptance by the Department, including:
  - i. Plans, elevations, and appropriate typical sections for each bridge type;

- ii. Plan views of the structure identifying each bridge location and type. Include documentation of design vehicle turning movement analysis;
  - iii. Plan views of the structure identifying each wall location and type;
  - iv. Plan and details for the location and type of expansion joints for the interaction between the Cover and the adjoining infrastructure to include, but not be limited to, sidewalks, roadways, paths, landscaped areas, parking lots, and school facilities; and
  - v. Structure numbers for major structures;
- f. For bridge types and retaining walls not historically used by CDOT, the Developer shall submit, for Approval by the Department:
- i. A minimum one-page description of each bridge type (or foundation type) and retaining wall not historically used by CDOT; and
  - ii. A list of the transportation authorities that have used the proposed bridge type and retaining wall (include actual projects, application, performance, and references).

13.11.2. Preliminary (30% Level) Plan Package

Completed general layout drawing(s) shall be submitted for each major structural element. The final geometry and proposed structural type shall have been finalized and shall be shown and detailed in the Developer's drawings. Aesthetic requirements shall have been identified and incorporated into the Developer's drawings. Additional soil borings (if required) shall have been identified and the foundation system shall be shown in the Developer's drawings.

13.11.3. Final (100% Level) Plan Package

The independent design check shall have been completed and the original final structural design calculations shall be revised and corrected based on comments from the independent design check. Aesthetic details shall have been incorporated into the Developer's drawings. All changes or revisions resulting from in-process design progress review meetings, as described in Schedule 8 Project Administration, shall be incorporated.

13.11.4. Release for Construction

Copies in PDF and MicroStation electronic format files shall be made of all plans for all structures and submitted to the Department on computer disk (DVD) format. Falsework and shoring plans shall be signed and sealed by a professional engineer licensed in the State of Colorado.

13.11.5. Shop Drawings and Working Drawings

The Developer shall submit shop drawings and working drawings for each structure in accordance with Table 105-1 of the CDOT Standard Specifications. Shop drawings and working drawings shall be reviewed and approved by the Developer's professional design engineer.

13.11.6. Documentation

The Developer shall submit original design calculations, design-check calculations, and the rating Documents, in PDF format, to the Department as part of the Release for Construction package. A hard copy of certificate letter and a final detail letter shall be also included. As part of the submittals provide the following:

- a. Design and design-check calculations shall have pages numbered and include a table of contents;
- b. All calculations shall identify which code is utilized, and reference the appropriate section in the right-hand column;
- c. References shall be included in the calculations to computer programs used to do the calculations;
- d. Computer documentation shall include the following: name of program, vendor, version, and release date; record of software output and verification of output with manual calculations or other recognized program; clear identification of input and output values and meaning; and check of input; and
- e. All calculations shall be signed and sealed by the Developer's Engineer.

**13.11.7. Revisions to Release for Construction Documents and As-Builts**

- a. As a condition of Final Acceptance, the Developer shall submit to the Department on computer disk (DVD) format; changes to Release for Construction Documents, As-Built Drawings, and CADD files of the following documents for each structure:
  - i. Design and design-check calculations;
  - ii. Rating packages;
  - iii. Rating files; and
  - iv. As-Built Drawings.

**13.12. Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the specified time frames:

**Table 13-4 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Bridge Removal Plan	Acceptance	No less than 21 Calendar Days prior to start of demolition
Structure Concept Report and Plans	Acceptance	Prior to proceeding with the design plan packages
Proposed bridge, foundation, or wall types not historically used by CDOT	Approval	Prior to proceeding with the design plan packages
Maintenance plan for each bridge type and box culvert structure type used	Acceptance	Prior to RFC Documents

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Proposed locations of access holes	Acceptance	Prior to RFC Documents
Project Foundation Report	Acceptance	Submitted as part of the Preliminary Design Package and/or In-Process Design Packages
PDA testing criteria including number, type, layout and location	Acceptance	Prior to RFC Documents
Structural design for each sign structure	Acceptance	Prior to RFC Documents
Alternative Non-Destructive methods for testing non- redundant drilled caissons	Acceptance	As required
Design calculations and design-check calculations	Acceptance	Prior to RFC Documents
Load rating for box culverts	Acceptance	Prior to RFC Documents
Load rating for bridges	Acceptance	Prior to RFC Documents
VMS structural design	Acceptance	Prior to RFC Documents
As-Built documents	Acceptance	Prior to Final Acceptance.

**13.13. Appendices**

Appendix A Project Special Provisions

**Appendix A**  
**Project Special Provisions**

The following specifications modify and take precedence over the CDOT Standard Specifications. The provisions of Appendix A to Schedule 10A Applicable Standards and Specifications apply to these Project Special Provisions.

**PROJECT SPECIAL PROVISIONS**

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**REVISION OF SECTION 202  
REMOVAL OF EXPANSION DEVICE**

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

SubSection 202.01 shall include the following:

This work shall consist of removing existing bridge expansion devices at locations shown on the plans in accordance with the applicable portions of Section 202 of the CDOT Standard Specifications or as amended by these Special Provisions and in conformity with the plans or as directed.

SubSection 202.02 shall include the following:

Removal operations shall be coordinated with the stage construction shown on the plans, indicated in the Special Provisions, or as directed by the Engineer.

The methods and equipment used for the concrete removal shall be approved by the Engineer. The Contractor shall take all steps necessary to avoid damage to all reinforcing steel designated to remain in place. Any reinforcing bars damaged by the Contractor's operation shall be repaired or replaced.

Following the removal of the concrete, all exposed reinforcing steel to remain in place, shall be straightened as required and thoroughly cleaned to sound metal by sandblasting. Any structural steel (top of girders and top of diaphragms) damaged by the Contractor during removal, shall be repaired at the Contractor's expense. Exposed concrete surfaces within the removal limits shall be sandblasted to remove all fractured or loose particles in order to promote good bond with the new concrete.

**REVISION OF SECTION 202  
REMOVAL OF BRIDGE**

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

SubSection 202.01 shall include the following:

This work consists of removal of the existing bridges at the following locations:

**Structures to be removed**

<b>Structure Description</b>	<b>Structure No.</b>
I-70 over Brighton Blvd	E-17-UY, E-17-US
I-70 Viaduct	E-17-FX
UPRR Bridge Over 46 <sup>th</sup> Avenue	
Colorado Blvd over I-70	E-17-HU, E-17-HT
I-70 over Dahlia St	E-17-HY, E-17-HZ
I-70 over Holly St	E-17-HW, E-17-HX
I-70 over Monaco St	E-17-GC, E-17-GD
I-70 over Denver Rock Island Railroad	E-17-EW, E-17-DF
I-70 over Quebec St	E-17-GA, E-17-GB
I-270 over I-70	E-17-KR
I-70 over Peoria St	E-17-IQ

Bridge removal shall consist of the complete removal of all superstructure and substructure elements unless otherwise shown on the plans.

SubSection 202.02 shall include the following:

The removal of the existing bridge shall be performed in a safe manner.

When removal operations are located over a Railroad or in proximity to any live waterway, additional coordination with the Railroad or other agency, (United States Army Corps of Engineers (USACE), US Fish and Wildlife Service, US Forest Service, etc.) shall be required.

The Contractor shall submit a Bridge Removal Plan to the Engineer, for record purposes only, at least 21 Calendar Days prior to the proposed start of removal operations. This Plan shall detail procedures, sequences, and all features required to perform the removal in a safe and controlled manner. The Bridge Removal Plan shall be stamped "Approved for Construction" and signed by the Contractor.

The Bridge Removal Plan shall provide complete details of the bridge removal process, including:

- (1) The removal sequence, including staging of removal operations. Sequence of operation shall include a detailed Schedule that complies with the working hour limitations.
- (2) Equipment descriptions including size, number, type, capacity, and location of equipment during removal operations.

**REVISION OF SECTION 202  
REMOVAL OF BRIDGE**

- (3) Shoring that exceeds 5 feet in height, all falsework and bracing.
- (4) Details, locations and types of protective coverings to be used. The protective covering shall prevent any materials, equipment or debris from falling onto the property below. When removal operations are located over or in proximity to any live waterway, Railroad, or pedestrian/bicycle path, additional width of protective covering sufficient to protect these facilities shall be required. Detailed methods for protection of the existing roadway facilities, including measures to assure that people, property, utilities, and improvements will not be endangered.
- (5) Detailed methods for protection of live waterways including minimization of turbidity and sedimentation, and protection of existing wetlands.
- (6) Detailed methods for mitigation of fugitive dust resulting from the demolition.
- (7) Detailed methods for mitigation of noise resulting from the demolition operation.
- (8) Details for dismantling, removing, loading, and hauling steel elements.
- (9) Methods of Handling Traffic, including bicycles and pedestrians, in a safe and controlled manner.

A Pre-Removal Conference shall be held at least seven days prior to the beginning of removal of the bridge. The Engineer, the Contractor, the removal subcontractor, the Contractor's Engineer, and the Traffic Control Supervisor (TCS) shall attend the Pre-Removal Conference. The Bridge Removal Plan shall be finalized at this Conference.

The Contractor's Engineer shall sign and seal (1) and (3) listed above in the final Bridge Removal Plan. Calculations shall be adequate to demonstrate the stability of the structure remaining after the end of each stage of removal, before traffic is allowed to resume in its normal configuration.

The final Bridge Removal Plan shall be stamped "Approved for Construction" and signed by the Contractor. The Contractor shall submit a final Bridge Removal Plan to the Engineer prior to bridge removal for record purposes only. The Contractor shall not begin the removal process without the Engineer's written authorization.

Submittal of the Bridge Removal Plan to the Engineer, and field inspection performed by the Engineer, will in no way relieve the Contractor and the Contractor's Engineer of full responsibility for the removal plan and procedures.

Work within Railroad right-of-way shall be in accordance with Section 107. For bridge removal over Railroads, including overhead wires, tunnels and underground facilities, bridge removal plans will be contingent upon the drawings being approved by the Railroad company involved.

Unless otherwise directed, the Contractor's Engineer need not be on site when bridge removal operations are in progress, but shall be present to conduct daily inspection for written approval of the work.

## **REVISION OF SECTION 202 REMOVAL OF BRIDGE**

The Contractor's Engineer shall inspect and provide written approval of each phase of the removal prior to allowing vehicles or pedestrians on, below, or adjacent to the structure. The Contractor's Engineer shall certify in writing that the falsework, bracing, and shoring conform to the details of the Bridge Removal Plan. A copy of the certification shall be submitted to the Engineer.

The Contractor's Engineer shall inspect the bridge removal site and report in writing on a daily basis the progress of the operation and the status of the remaining structure. A copy of this daily report shall be available at the site of the work at all times, and a copy of the previous day's inspection report shall be submitted to the Engineer daily.

The Contractor shall have all necessary workers, materials, and equipment at the site prior to closing any lanes to traffic to accommodate bridge removal operations. While the lanes are closed to public traffic, work shall be pursued promptly and without interruption until the roadway is reopened to traffic.

Removal of hazardous material shall be in accordance with Section 250.

The Contractor shall take all steps to avoid contaminating state waters, in accordance with subSection 107.25.

Should an unplanned event occur or the bridge removal operation deviate from the submitted Bridge Removal Plan, the bridge removal operations shall immediately cease after performing any work necessary to ensure worksite safety. The Contractor shall submit to the Engineer, the procedure or operation proposed by the Contractor's Engineer to correct or remedy the occurrence of this unplanned event or to revise the final Bridge Removal Plan. The Contractor shall submit his Engineer's report in writing, within 24 hours of the event, summarizing the details of the event and the procedure for correction.

Before removal of the protective covering, the Contractor shall clean the protective covering of all debris and fine material.

Bridge removal may be suspended by the Engineer for the following reasons:

- (1) Final Bridge Removal Plan has not been submitted, or written authorization has not been provided by the Engineer to begin the removal.
- (2) The Contractor is not proceeding in accordance with the Bridge Removal Plan, procedures, or sequence.
- (3) The Contractor's Engineer is not on site to conduct inspection for the written approval of the work.
- (4) Safety precautions are deemed to be inadequate.
- (5) Existing neighboring facilities are damaged as a result of bridge removal.

Suspension of bridge removal operations shall in no way relieve the Contractor of his responsibility under the terms of the Contract. Bridge removal operations shall not resume until modifications have been made to correct the conditions that resulted in the suspension, as approved in writing by the Engineer.

**REVISION OF SECTION 202  
REMOVAL OF BRIDGE**

The Contractor shall notify all emergency response agencies of the proposed removal work and any detours 24 hours in advance of work. This shall include the Colorado State Patrol, local Police Department, local Fire Department, all local ambulance services, and the Sheriff's Department, as appropriate.

All required traffic control devices, night time flagging stations, barricades and VMS signs shall be in place, with detours in operation, prior to the beginning of removal operations each day. Night work shall conform to the requirements of the MUTCD, Parts 1, 5, and 6.

Prior to reopening the roadway to public traffic, all debris, protective pads, materials, and devices shall be removed and the roadways swept clean.

Explosives shall not be used for removal work without the written approval of the Engineer.

Removal shall include the superstructure, the substructure, which includes the piers, the abutments and wingwalls, the bridge rail, and any approach slabs and sleeper slabs.

Removal of the substructure shall be taken down to at least 1 foot below the natural existing or future ground surface at the lowest point of interface with the abutment, unless otherwise approved by the Engineer. Holes resulting from substructure removal shall be backfilled with Structure Backfill (Class 2) to the adjacent existing grades.

All other materials removed from the existing structure shall become the property of the Contractor and shall be properly disposed of offsite.

Existing structures, facilities, and surrounding roadways shall not be damaged by the removal operations. Damage that does occur shall be repaired immediately at the Contractor's expense.

**REVISION OF SECTION 202  
REMOVAL OF PORTIONS OF PRESENT STRUCTURE**

Section 202 of the CDOT Standard Specifications is hereby revised for this project as follows:  
SubSection 202.01 shall include the following:

This work shall include the removal of all or portions of the following: bridge deck, abutments, piers, wingwalls, rail, curb, expansion devices, approach slabs, slope paving, retaining walls, drainage structures, and light fixtures. Removal operations shall be conducted so that there will be the least interference with public traffic using the structure.

SubSection 202.02 shall include the following:

At least 10 days before beginning bridge removal the Contractor shall submit to the Engineer details of the removal operations showing the methods and sequence of removal and equipment to be used.

If requested by the Department, bridge rail shall be carefully dismantled and stockpiled at locations as designated.

The existing concrete shall be removed as shown on the plans or as directed by the Engineer. If additional removal of unsound concrete is required, it shall be included in the work.

All methods and equipment used to accomplish this item shall be approved by the Contractor's Engineer.

Within 24 hours before new concrete is placed, the entire surface upon which new concrete bonds shall be sandblasted to roughen the surface and remove all fractured or loose particles in order to promote good bond with the new concrete.

In SubSection 202.02 delete the sixth paragraph and replace with the following:

Before beginning concrete removal operations on the existing bridge decks, a saw cut approximately one inch deep shall be made to a true line along the limits of removal. A one inch deep saw cut shall also be made along the limits of removal on all faces of monolithic concrete elements which may be visible in the completed work.

**REVISION OF SECTION 202  
SANDBLASTING REINFORCING STEEL**

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

**DESCRIPTION**

SubSection 202.01 shall include the following:

Sandblasting Reinforcing Steel shall consist of cleaning exposed reinforcing steel designated to remain in place following the removal of adjacent concrete and prior to placing new concrete in accordance with the applicable portions of Section 202 of the CDOT Standard Specifications or as amended by these Special Provisions or as directed.

**CONSTRUCTION REQUIREMENTS**

SubSection 202.08 paragraph 3 shall include the following:

Rust which may form on the reinforcing steel within seven calendar days following the accepted sandblasting, will not be cause for rejection of the steel.

When acceptable reinforcing steel is exposed to the elements for more than seven calendar days prior to encasement in concrete, adequate measures shall be taken by the Contractor, or as approved by the Engineer, to protect the steel from contamination or corrosion. Reinforcing steel contaminated as a result of the Contractor's failure to provide adequate protection as stipulated herein, shall be re-sandblasted.

**REVISION OF SECTION 210  
REBUILD PORTIONS OF PRESENT STRUCTURE**

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

**DESCRIPTION**

This work shall consist of chipping concrete to a minimum depth of 1/8 inch, sandblasting and applying a gel mortar to the damaged area and bring the structure to its original shape.

**MATERIALS**

The material, to be approved by the Contractor's Engineer, shall be a cementitious, 2-component, fast-setting mortar that is formulated for application by trowel and is especially designed for repair of overhead surfaces.

**CONSTRUCTION REQUIREMENTS**

Removal and rebuild operations shall be conducted so that there will be minimum interference to traffic below the structures.

The affected areas shall be chipped to a minimum depth of 1/8 inch into existing concrete, all loose concrete will be removed, the area shall be sandblasted and the surface preparation shall be as the product literature describes.

The material shall not be installed in the work prior to the Engineer's approval.

Two copies of the product literature containing pertinent materials and installation of the product supplied on this project shall be furnished to the Engineer at least two weeks prior to the products' installation.

Any damage to portions to remain in place, by the Contractor, in performing the work described above shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

**REVISION OF SECTION 502  
DRILLING HOLE TO FACILITATE PILE DRIVING**

Section 502 of the CDOT Standard Specifications is hereby revised for this project as follows:  
SubSection 502.06 shall include the following:

When the plans call for drilled holes filled with slurry or mud made from clay or bentonite, the diameter of the drilled holes shall be at least two inches greater than either the pile diameter or the diagonal corner to corner measurement of the pile cross section, unless otherwise designated on the plans. Oversized holes due to sloughing, drifting, over-drilling, or other causes shall be filled with the accepted slurry or mud.

The following mixture will yield approximately 1.2 cubic yards of an acceptable slurry or mud:

50 lbs. dry bentonite powder

Approximately 125 gallons of water (or sufficient amount to make a pourable mix)

1 cubic yard of sand; (approximately 2800 lbs.) reasonably free of material larger than 1/2 inch.

The sand need not be clean. Local soil reasonably free of material larger than 1/2 inch may be substituted for the sand. Cement, lime, flyash, or other pozzolanic or highly alkaline materials shall not be added.

This mixture may be mixed by auger in the drilled hole, by paddle type mortar mixers, by portable or semiportable concrete mixers, or by drum type concrete mixer trucks.

If the mixture is placed or mixed in the hole prior to pile driving, the top two to three feet of the hole may be filled with loose local soil to prevent splashing of the slurry or mud.

**REVISION OF SECTION 502  
PILING BITUMEN COATING**

Section 502 of the CDOT Standard Specifications is hereby revised for this project as follows:  
SubSection 502.01 shall include the following:

This work shall consist of furnishing and applying bitumen coating and primer to steel pile surfaces as required in the plans and as specified herein.

SubSection 502.02 shall include the following:

- (a) *Bitumen Coating.* Canal Liner Bitumen (ASTM D-2521) shall be used for the bitumen coating and shall have a softening point of 190°F to 200°F, a penetration of 56 to 61 at 77°F, and a ductility at 77°F in excess of 1.4 inches.
- (b) *Primer.* Primer shall conform to the requirements of AASHTO M116.

SubSection 502.11 shall include the following:

All surfaces to be coated with bitumen shall be dry and thoroughly cleaned of dust and loose materials. No primer or bitumen shall be applied in wet weather, nor when the temperature is below 65°F.

Application of the prime coat shall be with a brush or other approved means and in a manner to thoroughly coat the surface of the piling with a continuous film of primer. The purpose of the primer is to provide a suitable bond of the bitumen coating to the pile. The primer shall set thoroughly before the bitumen coating is applied.

The bitumen should be heated to 300°F, and applied at a temperature between 200°F to 300°F, by one or more mop coats, or other approved means, to apply an average coating depth of 3/8 inch. Whitewashing of the coating may be required, as deemed necessary by the Engineer, to prevent running and sagging of the asphalt coating prior to driving, during hot weather.

Bitumen coated piles shall be stored immediately after the coating is applied for protection from sunlight and heat. Pile coatings shall not be exposed to damage or contamination during storage, hauling, or handling. Once the bitumen coating has been applied, the Contractor will not be allowed to drag the piles on the ground or to use cable wraps around the pile during handling. Pad eyes, or other suitable devices, shall be attached to the pile to be used for lifting and handling. If necessary, the Contractor shall recoat the piles to comply with these requirements.

A nominal length of pile shall be left uncoated where field splices will be required. After completing the field splice, the splice area shall be brush or mop coated with at least one coat of bitumen.

**REVISION OF SECTION 503  
DRILLED CAISSONS**

Section 503 of the CDOT Standard Specifications is hereby revised as follows:

Add SubSection 503.071 immediately following SubSection 503.07 as follows:

**503.071 Cross-Hole Sonic Logging.**

(a) *General Requirements.*

The nondestructive testing method called Cross-hole Sonic Logging (CSL) shall be used on drilled caissons for the bridge piers.

The testing shall not be conducted until 48 hours after the placement of all concrete in a caisson, and must be completed within 20 calendar days after placement on production drilled caissons. The Engineer may specify a longer minimum time if special retarders, mix designs, or other factors result in slower-setting concrete.

The CSL tests shall be conducted by an experienced independent testing organization retained by the Contractor and approved by the Engineer prior to testing.

The CSL tests measure the time it takes for an ultrasonic pulse to travel from a signal source in one access tube to a receiver in another access tube. In uniform, good quality concrete, the travel time between equidistant tubes will be relatively constant and correspond to a reasonable concrete pulse velocity from the bottom to the top of the foundation. In uniform, good quality concrete, the CSL test will also produce records with good signal amplitude and energy. Longer travel times and lower amplitude/energy signals indicate the presence of irregularities such as poor quality concrete, voids, honeycomb and soil intrusions. The signal will be completely lost by the receiver and CSL recording system for the more severe defects such as voids and soil intrusions.

Upon completion of CSL testing all water shall be removed from access tubes and any other drilled holes. After the CSL results have been evaluated, required repair of defects has been conducted and the repair has been evaluated with another CSL survey, the CSL tubes shall then be grouted at the direction of the Engineer with an approved prepackaged grout having a minimum compressive strength of 4000 psi.

(b) *Preparation for Testing.*

The greater of a minimum of four (4) CSL tubes or one (1) CSL tube per linear foot of the drilled caisson diameter, which maximum number of CSL tubes controls, shall be installed in each drilled caisson, equally spaced around the perimeter of the caisson at 90 degrees.

The CSL tubes shall be Schedule 40 steel with an inside diameter of 1 ½ inches. Galvanized steel will not be permitted. Substitution will not be permitted. Pipes shall have a round, regular internal diameter free of defects or obstructions, including any at pipe joints (all pipe joints shall be threaded without any couplings), in order to permit the free, unobstructed passage of a 1.35 inch diameter source and receiver probe. Tubes shall be watertight and free from corrosion with clean internal and external faces to ensure passage of the probes, and to provide good bond with the concrete.

### REVISION OF SECTION 503 DRILLED CAISSONS

CSL tubes shall be fitted with a watertight shoe on the bottom and a removable cap on the top. The tubes shall be securely attached to the interior of the reinforcement cage with a minimum cover of 3 inches.

CSL tubes shall be installed in each caisson in a regular, symmetric pattern such that each tube is placed the maximum distance possible from each adjacent tube, with a spacing of 90 degrees around the perimeter of the cage as specified above or as shown in the plans. The tubes shall be as near to parallel as possible, and are typically wire-tied to the reinforcing cage every 3 feet, or are otherwise secured such that the tubes stay in position during placement of the rebar cage and concrete. The tubes shall extend from ½ foot above the caisson bottoms to at least 3-feet above the caisson tops. Under no circumstances shall the tubes be allowed to rest on the bottom of the drilled excavation. If the caisson top is sub-surface, the tubes shall extend at least 3 feet above the ground or water surface.

All joints in the tubes required to achieve full-length shall be made watertight. Care shall be taken during reinforcement installation operations in the drilled caisson hole so as not to damage the tubes. After placement of the reinforcement cage and prior to concreting the caisson, the tubes shall be filled with clean water as soon as possible (no later than 4 hours after placement of cage) and the tube tops capped or sealed to keep debris out of the tubes. Care shall be exercised in the removal of caps or plugs from the tubes after installation so as not to apply excess torque, hammering, or other stresses which could break the bond between the tubes and the concrete.

The Contractor shall submit to the Engineer for review the proposed CSL system including equipment schematics, material specifications, tube size, installation details, testing procedures, and joint connections at least 14 days prior to starting drilled caisson construction.

(c) *Typical CSL Test Equipment. Typical CSL test equipment consists of the following components:*

1. A microprocessor based CSL system for display of individual CSL records, analog digital conversion and recording of CSL data, analysis of receiver responses and printing of CSL logs.
2. Ultrasonic source and receiver probes for 1-½ inches to 2-inch inside diameter pipe, as appropriate.
3. An ultrasonic voltage pulsar to excite the source with a synchronized triggering system to start the recording system.
4. A depth measurement device to determine and record depths.
5. Appropriate filter/amplification and cable systems for CSL testing.

(d) *CSL Logging Procedures.*

Before the placement of concrete, a minimum of one tube per caisson shall be plumbed and the tube length recorded, including a notation of the tube projection above the caisson tops. Information on

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the caisson bottom and top elevations and/or length, along with construction dates shall be provided to the Engineer before the CSL tests.

CSL tests shall be conducted between the pairs of tubes encompassing the perimeter and the major diagonals. Testing shall be in accordance with ASTM D 6760. Additional logs shall be conducted at no additional costs to the Department in the event anomalies are detected.

The CSL tests shall be carried out with the source and receiver probes in the same horizontal plane unless test results indicate potential defects, in which case, the questionable zone may be further evaluated with angled tests (source and receiver vertically offset in the tubes). CSL measurements shall be made at depth intervals of 0.5 feet or less, and shall be done from the bottom of the tubes working upward to the top of each caisson. Probes shall be pulled simultaneously, starting from the bottoms of the tubes, over a depth-measuring device.

Any slack shall be removed from the cables prior to pulling to provide for accurate depth measurements of the CSL records. Any defects indicated by longer pulse arrival times and significantly lower amplitude/energy signals shall be reported to the Engineer, and further tests shall be conducted as directed by the Engineer to evaluate the extent of such defects.

Additional NDT methods may be used to evaluate possible caisson defects including Single hole Sonic Logging, Gamma-Gamma Nuclear Density Logging, 3D Tomography, and/or Surface Sonic Echo and Impulse Response tests.

(e) *CSL Testing Results.*

CSL results shall be presented to the Engineer in a report. The test results shall include CSL logs with analyses of:

1. Initial pulse arrival time versus depth
2. Pulse energy/amplitude versus depth

A CSL log shall be presented for each tube pair tested, with any defect zones indicated on the logs and discussed in the test report as appropriate.

Additional needed NDT results shall also be presented to the Engineer in a report format.

Copies of all data (written, electronic, etc.) obtained from the CSL and NDT inspections shall be submitted to the Department in an expedient manner. These submitted copies shall become the property of the Department.

(f) *Evaluation of CSL Test Results.*

The Engineer will evaluate the CSL and NDT (if needed) results within 7 days of receipt from the Contractor and determine whether or not the drilled caisson construction is acceptable. The concrete condition shall be evaluated using the methodology described in Section 20.2.1 of the FHWA Geotechnical Engineering Circular Number 10 (Publication No. FHWA-NHI-10-016

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Drilled Shafts: Construction Procedures and LRFD Design Methods, FHWA 2010). The Contractor shall provide consultants and/or personnel, on an as needed basis, who are experienced and competent performing the above NDT methods.

If the NDT records are complex or inconclusive, the Engineer may require coring in accordance with subSection 503.071(g) below, or excavation of the caisson to verify caisson conditions.

The acceptance of each drilled caisson shall be the decision of the Engineer, based on the results of the caisson integrity testing report(s), including caisson coring, and other information on the caisson placement. Rejection of a caisson based on the caisson integrity testing shall require conclusive evidence that a defect exists in the caisson which will result in inadequate or unsafe performance under expected loads.

In the case that any caisson is determined to be unacceptable, the Contractor shall submit a plan for remedial repairs, to the Engineer for approval. Any modifications to the foundation caissons and load transfer mechanisms caused by the remedial action will require calculations and working drawings stamped by a Professional Engineer registered in the State of Colorado for all foundation elements affected. All labor and materials required to perform remedial caisson repairs shall be provided at no cost to the Department and with no extension of the contract time.

(g) *Core Drilling of Drilled Caisson Concrete.*

Production drilled caissons that are determined to be unacceptable by the CSL tests shall be cored to determine the quality of the concrete. One core sample shall be taken from each defective caisson for the full depth of the irregularities and for three (3) feet above and below the irregularity.

Because it is desired to obtain a high percentage of core recovery for visual inspection and testing methods, equipment shall be as follows:

1. The core drill shall be in good condition and capable of delivering a smooth flow of power to the bit, both in rotation and down thrust. The pump shall be in good condition and of the positive displacement type. The pump shall be capable of delivering a minimum of 15 gallons of water per minute at 200 psi. It shall be equipped with a relief valve set to release at a maximum of 200 psi. It shall be equipped with a pressure gauge with range from 0 psi to 1,000 psi.
2. The drill shall be size HW or larger. The core barrel shall be size HW or larger, M series, double-tubed, with a chromed inner barrel. The diamond set bit for each hole shall be of best quality, new, and with a minimum of four waterways. A new bit or replacement of the core barrel may be required at any time inspection indicates excessive wear or loss of diamonds.

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3. The core drill machine shall be set so that the drill force will be exactly vertical and so there will be not more than five (5) feet of laterally unsupported drill rod between the bottom of the drill spindle (chuck) and the top of the caisson concrete when the hydraulic feed is in the up position.

When longer laterally unsupported sections of drill stem are necessary, braced casing or rigidly braced guides must be used to prevent lateral whip.

An accurate log of cores shall be kept and the cores shall be placed in a suitable wooden crate and properly marked showing the caisson depth at each interval of core recovery. The cores along with two (2) copies of the coring log shall be available to the Engineer for inspection and testing. Copies of the coring logs shall be submitted to the Engineer for Information concurrently.

Construction shall not proceed above the drilled caisson until the quality of the concrete in the caisson, as represented by the core samples, is determined to be acceptable and notification to continue construction is given by the Engineer.

If the quality of the concrete in a drilled caisson is determined to be acceptable, or after caisson remedial repairs are complete and accepted by the Engineer, the Contractor shall grout the core hole with an approved prepackaged grout having a minimum compressive strength of 4000 psi.

**REVISION OF SECTION 504  
CONCRETE PANEL FACING MSE WALL**

Revision of Section 504 of the CDOT Standard Special Specifications is hereby revised for this project to include the following:

Replace 504.27 with the following:

504.27 Panel Facing Acceptance and Rejection. In this subsection, a “panel” refers to either a concrete panel or a hybrid unit. Each of the following shall be considered a defect:

- (1) Dislocated Panel. A dislocated panel is an individual panel or its corner located outward more than ¼ inch from the adjacent panels.
- (2) Cracked Panel. A cracked panel is an individual panel with any visible crack when viewed from a distance equal to the wall height in natural light.
- (3) Corner Knock Off. A corner knock-off is a panel with any missing facial corners or architectural edges.
- (4) Substandard panel. Substandard panels are concrete panels installed in any wall segments that do not meet the certified values for compressive strength. Each substandard panel counts as one defect.
- (5) Oversize Joints. Panels with oversize joints are two adjacent panels that do not meet the required values in subSection 504.07(f).
- (6) Panels Failing the 10 Foot Straightedge Test. Straightedge test failures are joints that that deviate from even by more than ¼ inch when measured by placing a 10 foot straightedge across the joint.

Defects shared by two adjacent panels such as oversized joint, dislocated panel and panels not passing 10 foot straight edge test will be count as one defect.

In the completed wall, or completed portion of the wall the number of defects, as described above, in each 40 foot Section (horizontal or arc length) will be counted. If there are defects, the number of defects in the 40 foot Section will be considered for acceptance or rejection according to the table below. For panels with less than or equal to 3 in acceptance category, if the defects are repairable or the overall quality of wall can be improved, with the consent from the Engineer, the Contractor is required to repair for panel acceptance without any additional cost. A walkthrough inspection shall be made as requested by the Contractor before final payment.

No. of Defects in 40 Foot Section	< or = 3	> or = 4
% Of Price Reduction for that section	Acceptance	Rejection

When the number of defects exceeds 4, the entire wall or portions thereof shall be replaced.

**REVISION OF SECTION 504  
CONCRETE BLOCK FACING MSE WALL**

Revision of Section 504 of the CDOT Standard Special Specifications is hereby revised for this project to include the following:

Replace 504.27 with the following:

**504.27 Block Facing Acceptance and Rejection.** In this subsection, “block” refers to either a concrete block or a hybrid unit.

- (1) A dislocated block is where the edge of an individual block is offset outward more than ¼ inch or placed with a vertical joint more than ¼ inch from the edge of adjacent blocks.
- (2) A cracked block is an individual block with any visible crack visible in natural light from a distance equal to the wall height.
- (3) A corner knock-off is a block with any missing facial corners or any side longer than ½ inch at the corner.
- (4) Substandard blocks are concrete blocks installed in any wall segments that do not meet the certified values of compression strength, water absorption rate, or freeze/thaw cycles; substandard blocks include blocks actually in the wall for which the Contractor does not provide reports and certifications as required in subSection 504.12.

In the completed wall, or completed portion of the wall, if the number of defective blocks (cracked blocks, corner knock-off blocks, dislocated blocks, efflorescence or cement blemished blocks and substandard blocks) and blocks failing the straightedge test exceeds 6 percent of the total number of blocks in any wall segment of 40 foot horizontal or arc length. Rejection will be applied to that portion of the wall. For blocks subject to rejection, if the defects are repairable or the overall quality of wall can be improved, with the consent from the Engineer, the Contractor shall repair. A walkthrough inspection will be made as requested by the Contractor before final payment

% of Defective Blocks (x) in 40 foot section	$x \leq 6$	$6 < x$
Acceptance or rejection	Acceptance	Rejection

The acceptance or rejection shall be determined by dividing the sum of all defective blocks by the total number of blocks in that portion of the wall. When this percentage exceeds 6 percent, the entire wall or portions thereof are rejected and shall be replaced.

**REVISION OF SECTIONS 509 & 708  
PAINTING OF ALUMINUM ACCESS DOORS FOR STEEL STRUCTURES**

Sections 509 & 708 of the CDOT Standard Specifications are hereby revised for this project as follows:  
SubSection 509.24 shall include the following:

Aluminum access doors shall receive a solvent cleaning to remove grease, oil, etc.

(SSPC-SPI) followed by a brush blast to provide a profile similar to the structural steel. The access doors shall receive one coat of primer as described in the Revision of Section 708.03.

SubSection 708.03 shall include the following:

If Alternate 1, Alkyd System, is to be used on the structural steel, the aluminum access doors shall receive one coat of vinyl wash primer conforming to Mil-P-15328. Following the application of this primer, the doors will be painted the same as the structural steel (one field coat of primer followed by the top coat). Coating thicknesses shall be the same as specified for the structural steel.

If Alternate 2, Inorganic Zinc-Rich Polyurethane System, is used on the structural steel, the aluminum access doors shall receive one coat of vinyl wash primer conforming to Mil-P-15328. Following application of the vinyl wash primer, the same polyurethane top coat as used on the structural steel shall be applied to the access doors (minimum 3.0 mils dry film thickness).

The manufacturer of the primer shall certify in writing, that the primer used is compatible with the cleaned aluminum access doors and the polyurethane top coat to be used on the structural steel.

### REVISION OF SECTION 509 LOCK-PIN AND COLLAR FASTENERS

Section 509 of the CDOT Standard Specifications is hereby revised for this project as follows:  
SubSection 509.01 shall include the following:

High strength steel lock-pin and collar fasteners shall be used in unit #5N for all high strength bolts (those required to conform to the required to conform to the requirements of AASHTO M164 (ASTM A325)) specified.

SubSection 509.08 shall include the following:

The steel lock-pin and swaged collar fastener system shall conform to the materials, manufacturing, chemical composition and mechanical requirements (in full size tests) of AASHTO M164 (ASTM A325). The shank diameter and the bearing area under the head and swaged collar shall not be less than those provided by a bolt and nut of the same nominal dimensions prescribed in the requirements for "Heavy Hexagonal Structural Bolts" and for "Heavy Semi-Finished Hexagonal Nuts" given in ANSI Standard B 18.2.1 and B 18.22, respectively. Each fastener shall provide a shank body of sufficient diameter to provided tensile and shear strength equivalent to or greater than the bolt specified; shall have a cold forged head on one end of the type and dimensions specified, a shank length suitable for material thickness fastened, locking grooves (all annular rings) on the opposite end. Each fastener shall provide a steel locking collar of proper size for shank diameter used, which by means of suitable installation tools, is cold swaged into the locking grooves forming a head for the grooved end of the fastener after the pull groove Section has been removed. The steel locking collar (the collar shall be of the flanged type) shall be a standard product of an established manufacturer of lock-pin and collar fasteners. The pin shall be specifically marked to identify the manufacturer.

The fasteners after installation shall conform to the following hardness requirements:

#### Hardness Number

<u>Brinell</u>			<u>Rockwell C</u>
Min.	Max.	Min.	Max.
248	311	24	33

All washers shall be hardened steel washers conforming to the requirements of AASHTO M293 (ASTM F436). The washers shall be specifically marked to identify the manufacturer.

Pin proof load tests (ASTM F606 Method 1) are required. Minimum frequency of tests shall be as specified in AASHTO M164 (ASTM A325) paragraph 9.2.4.

Wedge tests on full size pins (ASTM F606 paragraph 3.5) are required. If pins are to be galvanized, tests shall be performed after galvanizing. Minimum frequency of tests shall be as specified in AASHTO M164 (ASTM A325) paragraph 9.2.4.

SubSection 509.13 shall include the following:

The Contractor shall provide:

1. Mill Test Reports for all mill steel used in the manufacture of the lock-pin, flanged collars and hardened washers. The Mill Test Reports shall indicate where (city and state) the steel

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LOCK-PIN AND COLLAR FASTENERS**

was melted and manufactured. (All materials shall be of domestic origin as well as all subsequent processing.)

2. Mill Test Reports for all mill steel used in the manufacture of the lock-pin, flanged collars and hardened washers. The Mill Test Reports shall indicate where (city and state) the steel was melted and manufactured. (All materials shall be of domestic origin as well as all subsequent processing.)
3. The lock-pin and collar Manufacturer's Certified Test Report with the following:

The location where all of the lock-pin, collars and hardened washers were manufactured.

A statement that all the fasteners provided meet the requirements of this specification and the applicable requirements of AASHTO M164.

Results of the tests required in SubSection 509.08.

Delete subSection 509.28(d) and replace with the following:

All field connections shall be made with high-strength bolts which include direct tension indicators. Direct tension indicators shall be either washer type direct tension indicators, tension control bolts or high strength steel lock-pin and collar fasteners.

SubSection 509.28(f) shall include the following:

The Contractor shall require a representative of the lock-pin and collar manufacturer to be on the project to train the steel erector's personnel in the proper installation of the fastener system. This representative shall be thoroughly familiar with the lock-pin and collar system and the required installation procedures and equipment.

Installation and tightening of each connection shall be done in the following manner:

Splice connections shall not be tightened until the entire continuous length of girder is in place on the substructure. One half the holes shall be filled with lock- pins and collars. Field splice elevations shall be verified prior to tightening. A hardened washer per ASTM F436 may be used under the pin head for joint thickness adjustment so that the installed fastener conforms to the Dimension "B", (See attached table).

Fasteners in all holes of the connection shall be initially brought to a snug tight condition (as defined in the attached table) progressing systematically from the most rigid part of the connection to the free edges in a manner that will minimize realization of previously tightened fasteners. The snug tight condition shall be verified on the calibration device prior to achieving the required final clamping force when testing for acceptance.

After all fasteners in the connection are snug tight, they shall be fully tightened, progressing systematically from the center most rigid part of the connection to its free edge.

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After installation and tightening is completed each installed fastener shall be pinged with a hammer for soundness. Loose or rejected fasteners shall be removed and replaced with a new fastener. Each fastener shall be visually inspected in accordance with the attached table.

SubSection 509.28(h) shall include the following:

The Contractor shall provide a direct tension measurement device (Skidmore- Wilhelm Calibrator or an acceptable equivalent) for acceptance testing of the fasteners on the project and it shall have been certified by a testing laboratory within the last 6 months.

A representative sample (randomly selected) of three fasteners of each diameter, length and lot shall be tested by the Contractor in the tension measuring device.

The assemblies shall be snug clamped to approximately the value indicated in the following table prior to final clamping. If any fastener fails to meet the required minimum tension (a pin tail brakes off before achieving the final clamping force) listed in the following table, the lot shall be rejected.

<u>PIN DIAMETER</u> <u>(Inches)</u>	<u>SNUG CLAMPING(1)</u> <u>(Kips)</u>	<u>FINAL CLAMPING(2)</u> <u>(Kips)</u>
3/4	5	29
7/8	7	41
1	9	54
1 1/2	14	108

1. Partially swaged collar, pintail still attached to pin.
2. Fully swaged collar, pintail pulled off.

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Section 509 of the CDOT Standard Specifications is hereby revised for this project as follows: Replace subSection 509.08 with the following:

**High Strength Bolts.** All bolts used in fastening structural steel connections shall conform to the requirements of AASHTO M 164 (ASTM A 325), commonly known as High Strength Structural Bolts (HS). Heavy Hex Structural or Tension Control Bolts with suitable Heavy Hex Nuts and Plain Hardened Washers shall be provided. Type 1 bolts shall be provided for painted and Type 3 bolts for weathering (AASHTO M 222) structural steel. The length of bolts shall be such that the end of bolt will be flush with or outside the face of the nut when properly installed. Sufficient thread shall be provided to prevent the nut from encountering thread runout.

When the plans require bolts for structural steel connections to conform to the requirements of AASHTO M 164M (ASTM A 325M), bolts shall be substituted as outlined in the following table:

AASHTO M 164M	AASHTO M 164
Bolt Diameter	Bolt Diameter, Inch
M16	5/8
M20	7/8
M22	7/8
M24	1

The hardness for bolt diameters of 1/2 inch to 1 inch inclusive shall conform to the following:

BRINELL		ROCKWELL C	
Minimum	Maximum	Minimum	Maximum
248	311	24	33

Bolt proof load tests (ASTM F 606, Method 1) and wedge tests (ASTM F 606) on full size bolts are required. Minimum frequency of testing shall be as specified in AASHTO M 164.

All nuts shall be Heavy Hex and conform to the requirements of AASHTO M 292 (ASTM A 194), heat treated grade 2H, or AASHTO M 291 (ASTM A 563), heat treated grade DH. Proof load tests of all nuts in accordance with the requirements of ASTM F 606 are required. Minimum frequency of testing shall be as specified in AASHTO M 291 or AASHTO M 292.

All washers shall conform to the requirements of AASHTO M 293 (ASTM F 436). Compressible-Washer-Type Direct Tension Indicators, if used, shall conform to the requirements of ASTM F 959.

Rotational capacity (Lubrication) tests are required and shall be performed on all bolt, nut, and washer assemblies by the manufacturer or distributor prior to shipment to the project. Washers are required as part of the test. The rotational capacity tests shall be performed in accordance with the procedure defined in AASHTO M 164 and the following:

- (a) Each combination of bolt production lot, nut lot, and washer lot shall be tested as an assembly.

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- (b) A rotational capacity lot number shall be assigned to each combination of lots tested.
- (c) The minimum frequency of testing shall be two assemblies per rotational capacity lot.
- (d) The bolt, nut, and washer assembly shall be tested in a Skidmore- Wilhelm Calibrator or an acceptable equivalent device.
- (e) The minimum rotation, from a snug tight condition (10% of the specified proof load), shall be:
  - 1. 240 degrees (2/3 of a turn) for bolt lengths less than 4 diameters.
  - 2. 360 degrees (1 turn) for bolt lengths greater than 4 diameters and less than 8 diameters.
  - 3. 480 degrees (1 1/3 turns) for bolt lengths greater than 8 diameters.
- (f) The tension reached at the above rotation shall be equal to or greater than 1.15 times the required installation tension. The installation tension and the tension for the turn test are shown below:

Diameter	Inch	Installation Tension	Kips	Turn Test Tension	Kips
1/2		12		14	
5/8		19		22	
3/4		28		32	
7/8		39		45	
1		51		59	

- (g) After the required installation tension listed above has been exceeded, one reading of tension and torque shall be taken and recorded. The torque value shall conform to the following:

Torque = 0.25 PD Where:

Torque = Measured Torque (foot-pounds) P = Measured Bolt Tension (pounds)

D = Bolt Diameter (feet)

Bolts which are too short to be tested in the Skidmore-Wilhelm Calibrator may be tested in a steel joint. The Installation Tension requirements need not apply. The maximum torque shall be computed using a value of P equal to the Turn Test Tension.

Bolts, nuts, and washers (where required) from each rotational capacity lot shall be shipped in the same container. Each container shall be permanently marked with the rotational capacity lot number such that identification is possible at any stage prior to installation.

The Division's QA Inspector shall be provided with the following documents prior to shipment of structural steel to the project:

- (h) Certified Mill Test Reports for all mill steel used in the manufacture of the bolts, nuts, and washers. The mill test report shall indicate where the material was melted and manufactured.

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(i) Certified Laboratory Test Reports for the following:

1. Bolt Hardness tests.
2. Bolt proof load tests.
3. Bolt wedge tests.
4. Nut proof load tests.
5. Rotational capacity tests.

SubSection 509.10 shall be replaced with the following:

Anchor Bolts. All anchor bolts with suitable hex nuts and plain hardened washers shall conform to the requirements of ASTM A 449 and shall be galvanized in accordance with the requirements of AASHTO M 232 (Class C) or zinc coated in accordance with ASTM B 695, Class 50.

SubSection 509.19(c) shall include the following:

Stiffeners shall not be mechanically forced into position.

SubSection 509.20(a) shall include the following:

Trapezoidal steel box girder fabrication:

1. The exterior web to flange welds on trapezoidal box members, in which the included angle is less than 90 degrees, shall be welded using the flux cored arc welding process (FCAW).
2. The interior web to flange welds, which have included angles greater than 90 degrees, may be welded by either the submerged arc welding process (SAW) or the flux cored arc welding process.

SubSection 509.21 shall include the following:

The field connections of all members (girders and diaphragms) of plate girder systems with a radius of less than 800 feet and steel box girder systems shall be assembled in the shop and the holes match drilled while the connections are assembled.

Shop assembly may be complete structure assembly or progressive structure assembly at the fabricator's option:

- (a) Complete structure assembly shall consist of assembling all of the structural steel for the superstructure of the bridge.
- (b) Progressive structure assembly shall consist of initially assembling part of two adjacent girder lines simultaneously. Each girder line shall consist of at least three girders. While blocked in position,

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the diaphragm and girder field splices shall be fitted and match drilled. At least one shop Section shall be added at the advancing end of a girder line and the next girder line started before any Section is removed from the rearward end.

All girders shall be oriented upright and blocked simultaneously in the position they will occupy on the bridge's substructure. All holes shall be drilled while the girders are blocked in this position. Marking holes to be drilled after the girders are moved is not allowed.

After the holes are drilled, all splice plates shall be positioned in their respective locations and pinned/bolted to demonstrate that the hole alignment through the multiple plate thicknesses is in accordance with the specifications. The Division's QA inspector shall be notified prior to disassembly to verify splice hole alignment. Verification of splice hole alignment shall not relieve the Contractor of the responsibility for proper fit up of the structural steel.

Quality Control shall measure flatness of the bottom flange at the bearing area. The bottom flange shall conform to the requirements of the SubSection 509.19(j). The Contractor's Quality Control Report shall list each bearing measurement.

Connecting parts assembled in the shop for field connections shall be match-marked, and two copies of a diagram showing each match-marked piece and defining how to use the marking system shall be provided to the Engineer 10 days prior to beginning structural steel erection.

The gap of abutting joints between members in a connection shall not exceed 3/8 of an inch.

SubSection 509.22 shall include the following:

The QA Inspector will perform Rotational Capacity and Verification Tests in accordance with the procedures outlined in the Report " High-Strength Bolts for Bridges" (Report No. FHWA-SA-91-031 May 1991, revised April 1992) on all lots used for shop connections.

Any rotational capacity lot that fails to conform to the requirements shall be rejected. Rotational capacity lots that fail may, at the Contractor's option, be reprocessed and submitted for retest.

Bolt assemblies shall be installed in accordance with the procedures defined in Report No. FHWA-SA-91-031 May 1991, as revised April 1992.

Delete subSection 509.24 (c) and replace with the following:

- (c) *Paint System.* All structural steel, with the exception of weathering (AASHTO M 222), shall be painted with the two coat system defined in SubSection 708.03. Painting shall include a coat of primer on splice plates, faying surfaces of girders and diaphragms, and the interior surfaces of steel box girders. The primer and top coat shall be applied in the structural steel fabrication shop prior to shipment of the steel to the project site. The primer and top coat, color as defined in the plans, shall have a dry film thickness of 3.0 mils each. The Volatile Organic Content (VOC) of the paint shall not exceed 2.8 pounds per gallon (340 gm per liter). The QA Inspector shall be provided with a materials data sheet for all paint used on the project.

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Paint shall be stored, mixed, strained, and applied in accordance with the manufacturers application instructions. Quality Control inspections and tests shall be performed in accordance with the listed test. The Quality Control Inspector shall maintain a checklist of the pieces tested. Only deficiencies require measurement records. These records shall be forwarded to the QA Inspector.

The Contractor shall perform the test procedure ASTM D 4285 once every four operating hours to assure the absence of oil and moisture in the compressed air lines used to blast and paint.

The profile of surfaces to be painted shall be tested once every 2000 square feet (185 square meters). The procedure shall conform to ASTM D 4417.

The thinner used shall be that indicated in the Manufacturer's Technical Data Sheet. No material shall be substituted without approval. The maximum volume used in dilution shall not exceed the amount specified in the Technical Data Sheet.

The dry film thickness shall be measured to the frequency and using the procedure listed in The Structural Steel Paint Council Specification SSPC PA-2, with exception of diaphragms, bearings, and ancillary items. Ten percent of internal diaphragms in box girders, external diaphragms on all bridge girders, and ancillary items shall be spot measured (average to three readings). The Quality Control Inspector shall maintain a checklist of the members tested.

Replace subSection 509.28 with the following:

509.28 Connections Using High Strength Bolts.

- (a) *Field Connections.* Only Heavy Hex Structural Bolts with Compressible-Washer- Type Direct Tension Indicators or Tension Control Bolts conforming to the requirements of SubSection 509.08 shall be used in structural steel connections.
- (b) *Bolted Parts.* Bolted parts shall fit solidly together when assembled and shall not be separated by gaskets or any other interposed compressible material. All joint faying surfaces, when assembled, shall be free of scale; dirt; burrs; drilling/cutting lubricants; other foreign material; and other defects that may prevent solid seating of the parts. Contact surfaces within joints shall be free of oil, paint (except primer coat), lacquer, or rust inhibitor.
- (c) *Rotational Capacity and Verification Tests.* The Division will perform Rotational Capacity and Verification Tests in accordance with the procedures outlined in the Report " High-Strength Bolts for Bridges" (Report No. FHWA-SA-91-031 May 1991, revised April 1992) on all lots used for field connections. Any rotational capacity lot that fails to conform to the requirements shall be rejected. Rotational capacity lots that fail may, at the Contractors option, be reprocessed and submitted for retest.
- (d) *Installation.* Bolt assemblies of appropriately assigned lot numbers shall be assembled together when installed in a joint. Fasteners and contact surfaces of splices shall be protected from dirt, moisture, and oil at the project site. Only as many fasteners as are anticipated to be installed and tightened during a work shift shall be taken from protected storage. Fasteners not used shall be returned to protected storage at the end of the shift. Fasteners shall not be cleaned of lubricant that

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is required to be present in as-delivered condition. Bolt assembly lots which are improperly stored, lack lubrication, or accumulate rust, dirt, or other contaminants shall be cleaned, relubricated, and submitted for retest as defined in SubSection 509.28(c).

Bolt assemblies shall be installed in and tensioned to the minimum tension specified in the following table:

<b>Bolt Diameter Inch</b>	<b>Required Minimum Bolt Tension Kips</b>
1/2	13
5/8	20
3/4	29
7/8	41
1	54

Bolt assemblies shall be installed in accordance with the procedures defined in the Report "High-Strength Bolts for Bridges" (Report No. FHWA-SA-91-031 May 1991, as revised April 1992.

- (e) *Inspection.* The Contractor shall provide an acceptable platform from which the inspection of the bolt tension can be performed to determine whether the work meets the specification requirements. The Contractor shall inspect all fasteners to assure that the minimum bolt tension has been attained. All undertensioned bolt assemblies shall be brought into compliance.
- (f) *Painting of Connections.* Structural steel connections in which all bolt assemblies have been satisfactorily tensioned shall be cleaned to remove the lubricant from the exposed portions of the fasteners and any other contaminants. The bolts and splice plates shall then be painted as defined in SubSection 509.24.
- (g) *Repair of Painted Surfaces.* The Contractor shall repaint "touch up", all areas in which the paint has been damaged. Tie downs and dunnage shall be cushioned to protect painted surfaces during transit. Repainting shall include all damage incurred during transit, handling, erection of structural steel, and forming and casting the deck. Paint shall conform to SubSection 708.03. Repainting will not be measured and paid for separately, but shall be included in the work.

**REVISION OF SECTION 509  
WELDING**

Section 509 of the CDOT Standard Specification is hereby revised for this project as follows:  
SubSection 509.20 shall include the following:

For field welding A7 steel, electrodes used shall be E7015, 16, 18, or 28.

For welding A7 steel with low-hydrogen electrodes by any process, the minimum preheat and interpass temperature shall be 150<sup>0</sup>F for thicknesses of metal up to 1-1/2 inches.

SubSection 509.26 shall include the following:

The Contractor shall not commence any field welding on the girders until the Division's Materials Branch has been notified and their inspector is on the site. The preheating process shall be approved by the Division's inspector.

SubSection 509.20(h) shall include the following:

Base metal shall be preheated to 150<sup>0</sup>F on the surface prior to welding studs.

**REVISION OF SECTION 513  
BRIDGE DRAIN**

Section 513 is hereby added to the CDOT Standard Specifications for this project as follows:

**DESCRIPTION**

This work shall consist of furnishing and placing bridge drains in accordance with the details shown on the plans and the specifications.

**MATERIALS**

Pipe for bridge drains shall meet the requirements of ASTM A53 and shall be standard weight.

Down spout pipe shall be hot dipped galvanized after fabrication. Galvanizing shall meet the requirements of AASHTO M111.

Metal used in the manufacture of castings shall meet the requirements of ASTM A48 Class 35B.

**CONSTRUCTION REQUIREMENTS**

Bridge drains shall be placed and secured at the locations shown on the plans prior to placement of concrete.

Prior to fabrication of this item, two sets of working drawings which comply with the requirements of Section 105 shall be submitted to the Engineer for Information. The working drawings will not be approved or returned.

**REVISION OF SECTION 515  
CONCRETE SEALER (CALCIUM NITRITE)**

Section 515 of the CDOT Standard Specifications is hereby revised for this project as follows:  
SubSection 515.01 shall include the following:

This work consists of applying a penetrating corrosion inhibitor to finished surfaces of existing concrete or to cut surfaces of existing concrete prior to placement of new concrete. The corrosion inhibitor shall be placed under the direction of a manufacturer's representative in accordance with the manufacturer's instructions and as described herein.

SubSection 515.02 shall include the following:

The corrosion inhibitor shall consist of calcium nitrite and liquid carriers or penetrating vehicles, or organic inhibitors such as amino alcohols. The corrosion inhibitor shall conform to AASHTO M194, except for the requirements in tables 1, and 2, and sections 11 through 17. The corrosion inhibitor shall be one on the approved products list of the Division. If there are no approved products on the list the corrosion inhibitor shall be a product approved by the Engineer. If the plans specify the use of a calcium nitrite inhibitor, the inhibitor shall be calcium nitrite, if the plans specify the use of an organic inhibitor, an organic inhibitor shall be used. If the plans do not specify the type of inhibitor, either or both types of inhibitor may be used either individually or in combination, provided that the combination use is in accordance with the manufacturers recommendations.

SubSection 515.05 (a) shall include the following:

Prior to the application of the corrosion inhibitor, surfaces to be treated shall be cleaned by air, sand, or water blasting and flushed with water until all material and contaminants which may interfere with the inhibitor's penetration have been removed.

SubSection 515.05 (b) shall include the following:

The corrosion inhibitor shall be applied when the surface to be treated has been dry for at least 24 hours and above a temperature of 40F, or within a more restrictive temperature range if recommended by the manufacturer.

SubSection 515.05 (c) shall include the following:

After the exposed surfaces have been prepared and allowed to dry, coats of corrosion inhibitor shall be applied in accordance with the manufacturer's recommendations. Each coat shall be evenly applied. Each application shall be allowed to dry prior to making the next application. Exposed surfaces shall be protected from precipitation and heavy dew during and after the application of the penetrating inhibitor. Traffic shall not be allowed on the treated surface until the corrosion inhibitor has penetrated the concrete and the liquid corrosion inhibitor is no longer visible on the surface. The Contractor shall follow all manufacturer's recommendations, including penetration time, prior to opening treated surfaces to traffic or completing the work.

Enough coats shall be applied so that each square yard of treated surface shall have absorbed 0.12 lb. of calcium nitrite or organic inhibiting agent. When treating areas from which deteriorated concrete has been removed, lap the treated area onto the adjacent surface at least 2' beyond the removal.

**REVISION OF SECTION 601  
PAINTING OF ALUMINUM ACCESS DOORS FOR CONCRETE STRUCTURES**

Section 601 of the CDOT Standard Specifications is hereby revised for this project as follows:  
SubSection 601.14(b)4 shall include the following:

Aluminum access doors shall receive a solvent cleaning to remove grease and oil (SSPC-SPI) followed by a brush blast.

The aluminum access doors shall receive one coat of vinyl wash primer conforming to Mil-P-15328. Following the application of this primer, the doors will be coated with Structural Concrete Coating conforming to Revision of Section 601 Structural Concrete Coating.

The manufacturer of the primer shall certify in writing, that the primer used is compatible with the cleaned aluminum access doors and the Structural Concrete Coating to be used on the Structural Concrete.

**REVISION OF SECTION 601  
STRUCTURAL CONCRETE (GROOVED PATTERN FINISH)**

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

SubSection 601.09 shall include the following:

An approved elastomeric form liner that will produce a grooved pattern finish shall be used in the designated portions of retaining walls. The form liner shall be furnished with a coating of an approved, non-petroleum base, factory-applied form release agent. After fastening the form liner to the form, an additional coat of manufacturer's recommended (only approved non-petroleum base may be used) form release agent shall be applied to the liner prior to and for each pour of concrete. Adjacent sections of the form liner shall be butted together to produce a good mortar tight joint. All grooves shall line up in the vertical direction. The form liner shall be securely fastened to the forms with staples or nails, or other approved methods.

Form ties shall be inserted through the form liner by cutting a cross-shaped slit in the liner. Prior to reuse of the form liner on adjacent wall sections, slits in the form liner that do not coincide with new tie spacing shall be sealed with a plastic tape which will adhere securely to the surface of the form liner.

The Contractor will be responsible to assure that whenever any discontinuances of the grooved pattern, or whenever any lines interrupting or intersecting the grooved pattern, are called for on the plans, that the resulting lines, horizontal, diagonal, vertical or otherwise, are neat and true, and that the form liner is not unduly deflected in any direction, including the form liner at the interface between the form liner and any other interrupting or intersecting line.

SubSection 601.09(f) shall include the following:

Forms to which a form liner is to be attached shall not be treated with oil. Section 601.14(a) shall include the following:

A grooved pattern surface finish as designated on the plans shall be used on the designated portions of concrete walls.

The Contractor shall furnish samples at the job site measuring 4 feet by 10 feet for approval, at least two weeks prior to use. The final samples must receive the Engineer's written approval before the finish can be incorporated into the work. These samples are to remain undisturbed on the project until project acceptance.

For all walls or panels requiring a grooved pattern on the exposed surface which are less than 10 feet in height, the form liner producing the pattern shall be one continuous piece extending the full height of the wall or panel. For all other walls, no Section of the form liner may be less than 10 feet in height except for one Section which may be required to extend the form liner to full height.

Horizontal joints in adjacent form liner sections shall be offset by no less than one foot vertically. The form liners shall be properly aligned to limit visible horizontal and vertical joints in the concrete.

**REVISION OF SECTION 601  
STRUCTURAL CONCRETE (GROOVED PATTERN FINISH)**

The required groove pattern finish shall extend from the bottom of wall or top of wall footing to the top of wall or bottom of wall coping or cap, or as otherwise shown on the plans. Grooves shall be continuous with no apparent curves or discontinuances. Variation of the groove from true vertical shall not exceed 1/4 inch for each 10 feet of wall height.

Concrete for such walls shall be poured monolithically vertically unless otherwise provided in the plans or permitted in writing by the Engineer. Concrete finish shall be in accordance with Revision of Section 601 - Structural Concrete Coating and shall be required for the full height of the grooved pattern finish to one foot below ground line.

SubSection 601.18 shall include the following:

Construction of grooved pattern surface finish on concrete walls will not be paid for separately but shall be included in the work.

**REVISION OF SECTION 601  
CONCRETE CLASS DT (DECK TOPPING)**

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

SubSection 601.16 shall include the following:

Concrete bridge deck overlays shall be cured according to the Revision of Section 601, Bridge Deck Concrete.

SubSection 601.17 shall include the following:

In the event that plastic shrinkage cracking has occurred, any cracks greater than 0.010 inch in width that develop within the first 5 days of overlay placement shall be assumed plastic shrinkage cracks. The cracks will be measured by the insertion of a wire gage at any time or temperature at 5 days. The Contractor shall make repairs by filling the cracks, concrete removal and replacement, or other methods.

A low viscosity two-part methacrylate or approved equal shall be used to fill cracks in accordance with the recommendations of the manufacturer of the crack filling material.

Those portions of the structure that have been overlaid with the Concrete Class DT shall not be opened to traffic, including construction traffic, for at least 5 days after overlay placement and until the concrete has reached compressive strength  $f'c$ .

SubSection 601.19 shall include the following:

Saw-cutting and sealing construction joints in bridge decks shall be included in the work.

**REVISION OF SECTION 607  
CONCRETE MASONRY SOUND BARRIER**

Section 607 of the CDOT Standard Specifications is hereby revised for this project to include the following:

**DESCRIPTION**

This work consists of constructing a Concrete Masonry Sound Barrier in accordance with the plans and specifications.

**MATERIALS**

- (a) General. References to the International Building Code (IBC) shall refer to the latest Edition. Laboratory technicians involved in masonry testing shall be certified by the National Concrete Masonry Association as a "Certified Laboratory Technician for Concrete Masonry". Technicians shall possess records of certification at all times when on site, during sampling of materials, preparation of test specimens, and while conducting tests.
- (b) Concrete Masonry Units. Concrete masonry units (CMU) shall conform to the requirements of ASTM C 90 and the following:
  - 1. Provide units that are Type II (non-moisture controlled), hollow, and normal weight.
  - 2. The compressive strength of CMU'S shall be as defined in ASTM C 90 or greater as required to attain f'm.
  - 3. Units shall be integrally and uniformly colored as defined in the plans.
  - 4. Units shall be the size and surface texture defined in the plans.
  - 5. Provide an approved water repellent additive in accordance with the manufacturers recommendations.
  - 6. The Contractor shall sample and test CMU's in accordance with ASTM C 140 and provide the Engineer with complete test reports as outlined in Section 10 of C 140.
- (c) Mortar. Mortar for concrete masonry construction shall conform to the requirements of the ASTM C 270 and the following:
  - 1. Provide Type S in accordance with the Proportion Specifications for Portland Cement, lime, and sand. Masonry cement will not be allowed.
  - 2. Quantities of sand, cement, and lime shall be accurately measured, shovel counts shall not be used.
  - 3. Mortar shall be integrally and uniformly colored to match the CMU's.
  - 4. Provide an approved water repellent additive in accordance with the manufacturers recommendations.
- (d) Grout. Grout shall conform to the requirements of UBC Standard 21-19 and the following:

**REVISION OF SECTION 607  
CONCRETE MASONRY SOUND BARRIER**

1. A 28 day compressive strength of 2000 psi or greater as required to attain f'm. The Contractor shall sample and test the grout for every 5000 square feet of wall as construction progresses in accordance with the requirements of IBC Standard. Test reports shall be submitted to the Engineer as outlined in IBC.
  2. Air is not required.
  3. Up to 20% by weight of the cement may be an approved fly ash.
  4. Fine aggregate shall conform to the requirements of AASHTO M 6 as defined in Section 703.
  5. The coarse aggregate shall conform to the requirements of AASHTO M 43, Size 7 or 8, as defined in Section 703 and shall be a minimum of 50% of the total aggregate.
  6. Sufficient water (or a combination of water and water reducer) shall be added to the grout to attain a slump of 8 to 10 inches prior to placement.
  7. Provide an approved water repellent additive in accordance with the manufacturers recommendations.
- (e) Prism Testing. The Contractor is responsible for providing a concrete masonry assemblage (a composite of CMU's, mortar, and grout) with a strength, f'm, of at least 2000 psi. Prism tests shall be conducted by the Contractor prior to starting and during construction to verify design compressive strength. Compressive strength of prisms shall be based on tests at 28 days and each set of prisms shall equal or exceed f'm. Compressive strength at seven days or three days may be used provided a relationship between seven-day and three-day and 28-day strength has been established for the project prior to the start of construction. Verification by masonry prism testing shall be as follows:
1. A set of five masonry prisms (grouted solid) shall be built and tested in accordance with IBC prior to the start of construction. Materials used for the construction of the prisms shall be taken from those specified to be used for the project.
  2. A set of three prisms (grouted solid) shall be built and tested during construction in accordance with IBC Standard for each 5000 square feet of wall area, but not less than one set of three masonry prisms for the project. Prisms shall be constructed from materials randomly selected on the project site.
  3. Test reports shall be submitted to the Engineer as outlined in IBC Standard.
  4. Those portions of the wall represented by tested prisms that do not attain f'm shall be removed and replaced with a wall that meets the requirements of this specification at the Contractors expense.
- (f) Masonry Reinforcement. Reinforcing Steel (Deformed Bars) shall conform to the requirements of Section 602 and shall be Grade 60.

### **REVISION OF SECTION 607 CONCRETE MASONRY SOUND BARRIER**

Joint reinforcement shall be provided every other coarse or as shown on the plans and shall be hot dipped galvanized in accordance with ASTM A 153-Class B-2, ladder type with 9 gage side and cross rods. Lap splices for joint reinforcement shall be a minimum of 6 inches.

1. Concrete Cap. Reinforcing Steel shall conform to the requirements of Section 602 and shall be Grade 60. Concrete shall conform to the requirements of Section 601 and the following:
  2. Concrete shall be Class DT with a minimum cement content of 565 pounds per cubic yard.
  3. Concrete shall be integrally and uniformly colored as defined in the plans.
  4. The concrete cap can be either precast or cast-in-place.
- (g) Water Repellent. An approved polymer water repellent shall be provided in all CMU's, mortar, and grout in accordance with the manufacturer's recommendations. The following polymer water repellent additives are approved:
- Dry-Block by W.R. Grace.
  - Addiment Block Plus.
- (h) Control Joints. Control joint material shall conform to the requirements of ASTM D 2000 2AA-805, ASTM D 1751.

### **CONSTRUCTION REQUIREMENTS**

General. Construction of the concrete masonry walls shall conform to the requirements of the International Building Code (IBC), the plans and specifications.

Sample Approval. The Engineer shall approve in writing the following before concrete masonry wall construction begins:

Color and texture of concrete masonry units.

Four weeks before construction begins provide the Engineer with two concrete masonry units of each color and texture required on the project.

**REVISION OF SECTION 607  
FENCE CHAIN LINK SPECIAL**

Section 607 of the CDOT Standard Specifications is hereby revised for this project as follows:  
SubSection 607.02 shall include the following:

All materials shall meet the requirements specified in AASHTO M181 except as otherwise noted in the plans and these specifications. The Contractor shall provide certification from the manufacturer that all materials used are in compliance with the requirements of the plans and these specifications.

All material shall be galvanized. When required by the plans the fence shall also be vinyl coated. The color shall be as noted in the plans. All exposed materials shall have a uniform coloration. Temporary members and attachments that are to be removed need not be vinyl coated. The inside of pipes shall not be vinyl coated. When the fence is vinyl coated bolts and nuts shall be either vinyl coated or painted to match fence coating. Anchor bolts, threaded rods, anchor studs, post dowels, and other unexposed portions of anchorage assemblies shall be galvanized and not vinyl coated or painted.

The Contractor shall furnish to the Engineer for approval a 12" X 12" sample of the fabric (showing the exact coating and fabric construction to be used) and manufacturer's literature covering all aspects of the system he intends to install before ordering or fabricating any parts.

The fabric shall be AASHTO M181 Class C; or, when vinyl coating is specified in the plans, Class B. The mesh and wire sizes shall be as specified in the plans. When 10 mm (3/8") mesh with 12 gauge wire is specified in the plans the following properties shall apply.

For other mesh and wire sizes the properties shall be as specified by AASHTO M181.

Mesh	3/8" clear opening
Core wire breaking strength	650 lbs (minimum)
Core wire diameter	0.105 inch +/-0.005"
Galvanizing, Class C fabric	
	1.2 oz./sq. ft.
Galvanizing, Class B fabric	
	0.30 oz./sq. ft.
Vinyl Coating Class B Fabric	
	0.008 inch +/-0.002 inch

Tension wires shall be AASHTO M181 Type 1 Class 2; or, when vinyl coating is specified in the plans, Type 4.

Tension wires and their fittings shall have a minimum breaking strength of 1920 pounds.

Truss rods and their fittings shall have a minimum breaking strength of 3840 pounds for fences without horizontal members and with a minimum prestress force given by the plans.

Posts and horizontal members shall be standard or extra strong steel pipe, as noted in the plans, satisfying ASTM A53 Type E or S, Grade B (Fy = 35000 psi); or, at the Contractor's option, ASTM A466 Grade D pipe (50000 psi minimum yield strength) conforming to the following table may be substituted for both the standard and extra strong pipe of the same outside diameter

**REVISION OF SECTION 607  
FENCE CHAIN LINK SPECIAL**

called for in the plans. All fittings and connections dependent on the pipe's inside diameter shall be modified as necessary for proper fit-up.

Nominal Diameter	Alternative Pipe		
	Outside Diameter	Lb. Per	Wall Thickness
<u>In.</u>	<u>In.</u>	<u>Ft.</u>	<u>In.</u>
1.25	1.660	1.836	0.111
1.50	1.900	2.281	0.120
2.00	2.375	3.117	0.130
2.50	2.875	4.640	0.160

Stretcher bars, truss rods, tension wires, post tops, and other required fittings and hardware shall be commercial quality steel, or better, or cast or malleable iron as appropriate to the article. A pair of two tension wires with appropriate turnbuckles or other adjustment devices, may be substituted for each truss rod.

Post clips, wire ties, or hog rings shall be galvanized 9 gauge or 14 gauge (before galvanizing) steel wire, and vinyl coated when specified by the plans. Wire ties shall be given at least one complete turn. Ends of wire ties shall be directed away from traffic.

SubSection 607.03 shall include the following:

For fences without permanent horizontal members and with a minimum prestress force given by the plans, the following shall apply.

The total pretension force in the tension wires and the mesh combined shall not be less than the value shown in the plans. Each tension wire, truss rod, and the mesh should have some pretension and shall not be slack. This is to assure the strength and stiffness of the fence system under the anticipated loads.

The Contractor shall control the quality of the fence tensioning by checking that the deflection of the fence does not exceed the value shown in the plans when the test load described in the plans is applied. The Contractor may choose to assure this quality by observing these tests, or by performing tests of his own. If the deflection is excessive, the Contractor shall retension the fence components.

The temporary horizontal members shall be removed after the tensioning of the fence is accepted.

**REVISION OF SECTION 618  
PRESTRESSED CONCRETE**

Section 618 of the CDOT Standard Specifications is hereby revised for this project as follows: In subSection 618.04 replace the last sentence with:

The friction losses shall be determined in accordance with the plans and as provided for in the AASHTO LRFD Specifications for Highway Bridges.

Revise 618.06(b) 9 to read:

9. Copies of all concrete mix designs to be used, including mix design computations and test data, and acceptable specific gravities for mud balance tests, provided by the grout manufacturer.

Add 618.06(b) 14:

14. Post-tensioning system. Duct and anchorage inspection schedule, duct splices at closure pour inspection schedule, and duct pressure testing schedule, including name(s) of the of the responsible representative of the post-tensioning system supplier who will conduct inspections and testing.

Revise 618.06(c) to read:

*Frequency.* QC inspection and testing at all intervals of duct anchorage, duct splice operations, forming, tensioning, steel and concrete placement, curing, and storage operations shall be performed in accordance with the accepted QCP. The QCP shall contain provisions for increased frequencies of inspection and testing when operations or products do not conform to the Contract.”

Add 618.06(d) 8:

8. Post-tensioning Ducts. The responsible representative of the post-tensioning system supplier shall submit to the QA Representative a letter certifying that the ducts, duct splices, and anchorages are installed according to the Contract and that they have been inspected by the responsible representative of the post-tensioning system supplier and adequately held an air pressure test of 45 psi.

Revise 618.07(a)7 to include:

The presence of rust on strand shall not necessarily be cause for rejection. Light rust and rust that does not result in visible pitting of the prestressing steel with the unaided eye shall be acceptable. Prior to evaluation, rust shall be removed from representative lengths of prestressing strand by heavy duty scouring pads, such as Scotchbrite by 3M. After rust removal, visual comparisons shall be made to picture sets in the article “Evaluation of Degree of Rusting on Prestressed Concrete Strand” published in the 1992

May-June edition of the PCI Journal. Surface conditions comparable to picture sets 1 through 3 shall be acceptable, while surface conditions comparable to picture sets 4 and greater shall be cause for rejection of the prestressing strand.

**REVISION OF SECTION 618  
PRESTRESSED CONCRETE**

Revise 618.07(c)(1)(4) to read:

- (4) A grout manufacturer's field representative, who is a full-time employee of the grout manufacturer, will provide technical product assistance to the grouting crew, and will be present during start-up of grouting operations and be able to be present, should problems with the grout occur.

Revise 618.07(c)(1)(5) to include:

Be a full-time employee of the post-tensioning system supplier.

A holder of a current Grouting Training Certificate from the American Segmental Bridge Institute.

Revise 618.07(c) Item 9 of grouting plan to read:

9. Procedures for handling blockages, procedures and equipment required for flushing ducts of grout if necessary, and how and when it will be decided whether or not to flush ducts.

Add 618.07(c) Item 12 to grouting plan as follows:

12. List of production testing along with acceptable values. SubSection 618.07(c)2 (1) shall include:

Alternative anchorages must be submitted and approved by the Engineer prior to the bid date. Alternatives submitted after this date will not be accepted.

SubSection 618.08 shall include:

Permanent anchorage grout caps are required and shall be installed before grouting begins. Anchorage devices shall have a minimum clear concrete or grout coverage of 2 inches in every direction unless otherwise shown in the drawings.

Replace the second paragraph of SubSection 618.09 (a) with:

The time from installing the prestressing steel in the ducts in an unstressed condition to grouting after stressing shall not exceed thirty days. The exceptions to the thirty day grouting requirement is during cold weather when heating would be required to allow the ducts to be grouted in accordance with (e) below, or if it is anticipated that a duct may not be grouted within 30 days after installing the tendon strands in the duct the Contractor will be allowed to place a 40 ft test strand into the sealed duct as a corrosion test strand that can be removed and evaluated for corrosion per subSection 618.08(a)7. If the test strand method is used the Contractor shall install a test strand into a representative duct for each installation stage of tendons on the project. The test strand should pass through a local low point of the duct. If the Contractor chooses not to heat the structure, and the ducts have not been grouted within thirty days of installation of the prestressing steel in the ducts, the ducts shall be grouted the first day weather permits in accordance with (e) below.

**REVISION OF SECTION 618  
PRESTRESSED CONCRETE**

SubSection 618.09 (b) shall include:

The grout manufacturers lot definition in writing shall be included with the grouting plan. Table 618-1 Fluidity Test shall be revised as follows:

The minimum Efflux Time from Flow cone shall be 11 Seconds Minimum per ASTM C 939 test method.

The minimum Efflux Time from Flow cone shall be 5 Seconds Minimum per ASTM C 939 test method Footnote 3.

Revise SubSection 618.09 (d) to include:

*Grouting.* All grouting operations shall be performed under the immediate control of the representative of the post-tensioning system supplier.

The Contractor shall perform, or contract a commercial testing entity experienced with the following tests, and report the results to the Contractor's Engineer and the Engineer:

One pressure bleed test per day in accordance with the requirements of Appendix C of the "Specification for Grouting of Post-Tensioned Structures" by the Post-Tensioning Institute. The Gelman filtration funnel shall be secured vertically plump in a stand and shall be pressurized to 50 psi and the maximum percent bleed shall be zero when the vertical rise of ducts is greater than 6 ft, shall be pressurized to 30 psi and the maximum percent bleed shall be 2% when the vertical rise of ducts is greater than 2 ft and equal to or less than 6 ft, and shall be pressurized to 20 psi and the maximum bleed shall be 4% when the vertical rise of ducts is equal to or less than 2 ft.

Two mud balance tests per day or when there is a visual or apparent change in the characteristics of the grout in accordance with the API Recommended Practice 13B-1 "Standard Procedure for Field Testing Water-Based Drilling Fluids". Acceptable specific values for the grout shall be provided by the grout manufacturer and included with the grouting plan."

Replace the last sentence in SubSection 618.09 (d)(4) with: The efflux time shall be as shown in Table 618-1.

**REVISION OF SECTION 618  
SEGMENTAL PRESTRESSED CONCRETE STRUCTURES**

Section 618 of the CDOT Standard Specifications is modified for post-tensioned elements for this project and replaced with the following:

SubSection 618.01 shall include the following:

This work shall consist of the construction of post-tensioned concrete members in accordance with these specifications and in conformity with the plan details.

This work shall include the stressing, furnishing and installation of any items necessary for the particular prestressing systems to be used, including but not limited to ducts, prestressing steel, anchorage assemblies, reinforcing for prestressing, and grout used for pressure grouting ducts.

The term "segment" refers to a modular Section of the superstructure consisting of the cross-Section detailed on the plans. The lengths of the segments are detailed on the contract plans.

The weight of each precast segment shall be as permitted for handling and transporting subject to Engineer's approval. The length of cast-in-place segments shall be the length between construction gaps shown.

The term "match cast" refers to a fabrication procedure whereby a segment is cast against the preceding segment. Match casting may be accomplished by either the short line casting method or the long line casting method.

SubSection 618.02 shall include the following:

All Duct splices shall use Shrink Sleeves or as approved by the Engineer. SubSection 618.03 shall include the following:

Post-tensioned members will be of the type, shape, and dimensions as shown on the plans.

The minimum strength of the concrete at the time of post-tensioning shall be 3500 psi or as given on the plans, whichever is greater.

Welds or grounds for welding equipment shall not be made on the forms or on the steel in the member after the prestressing steel has been installed, unless otherwise indicated on the plans.

The Contractor will not be allowed to deviate from the erection method or erection sequence, as shown on the plans. However, the Contractor may add temporary post-tensioning for purposes of erection or supporting construction loads.

The Contractor shall have available copies of all design information (calculations, computer output, etc.)..

The Contractor shall submit drawings and calculations for the construction loading, if any, to which the bridge will be subjected during construction. These drawings and calculations shall:

Be prepared by an Engineer who is thoroughly knowledgeable in the design of post-tensioned concrete bridges.

**REVISION OF SECTION 618  
SEGMENTAL PRESTRESSED CONCRETE STRUCTURES**

Be in accordance with the current edition of the AASHTO LRFD Specifications for Highway Bridges.

Illustrate the configuration and magnitude of the construction loads. If the loads will vary during the phases of construction, then the details shall show the critical loads at each phase.

Verify that the stresses on the plans or contained in the specifications are not exceeded. In addition, joints with well distributed bonded reinforcing crossing them (as is typical in precast segmental construction) shall have no tension across them during construction or under service load after the structure is completed. The tension in any part of the prestressed concrete during construction shall not exceed  $6(f'_{ci})/2$  or  $3(f'_{ci})/2$  for the top of the deck. The tension in any part of the prestressed concrete under service load after the structure is completed shall not exceed  $6(f'_{c})/2$  or  $3(f'_{c})/2$  for the top of the deck.

Verify that the foundation or pier column capacities are not exceeded.

If the Contractor intends to add temporary post-tensioning he shall submit complete details and calculations in accordance with subSection 618.03 (d) "Shop Drawings and Calculations" of this specification, for approval by the Engineer. The calculations shall meet the following requirements:

The calculations shall show that any stresses indicated on the plans or contained in these specifications are not exceeded, at any phase of construction.

The calculations shall consider all effects due to dead load, prestressing, and construction loads.

The calculations shall be prepared by an Engineer who is thoroughly knowledgeable in the design of post-tensioned, concrete bridges.

The calculations shall be prepared in accordance with the AASHTO Standard Specifications for Highway Bridges.

Temporary post-tensioning details shall meet the following requirements:

The temporary prestressing steel shall be clearly identified on the shop drawings.

The method, procedure, and sequence of tensioning and de-tensioning the temporary prestressing steel shall be shown. The sequence shall be related to the permanent post-tensioning.

Details shall show any ducts, blockouts, or buildouts necessary for the temporary prestressing steel. Ducts or voids internal to the member for temporary prestressing steel shall not be left void but shall be grouted in accordance with these specifications.

Stressing blocks for any temporary prestressing systems anchorages may be located within the slabs, in partial diaphragms within box girders, in external systems temporarily anchored to the girders and removed after used, or a combination of any of the above methods. All construction

**REVISION OF SECTION 618  
SEGMENTAL PRESTRESSED CONCRETE STRUCTURES**

added outside a girder for temporary prestressing shall be subsequently removed to restore the girder to the designed cross-Section shown on the plans or as approved by the Engineer.

The detail requirements for the temporary post-tensioning shall be in accordance with 618.03 (d) "Shop Drawings and Calculations".

The Engineer shall review and approve the Contractor's construction loading and temporary post-tensioning details and calculations. If the details are not approved, they will be returned for corrections and resubmitted by Contractor, in the same manner as the first submittal.

The time required for approval of resubmittals will not be more than 5 weeks per submittal. It is the intent of these specifications that not more than two resubmittals will be required. If additional submittals are required by actions of the Contractor, the additional time required for review and approval will be borne by the Contractor.

Only after the Contractor's construction loading and temporary post-tensioning details and calculations are approved will the Division review final shop drawings for post-tensioning, bearing devices, falsework, or expansion devices for the superstructure. Approval of these details and calculations will not relieve the Contractor of the responsibility for the structural adequacy of the bridge, or the performance of the temporary post-tensioning, under construction loading.

**REVISION OF SECTION 628  
BRIDGE GIRDER AND DECK UNIT**

Section 628 is hereby added to the CDOT Standard Specifications for this project as follows:

**DESCRIPTION**

This work consists of the design, fabrication, and erection of a simple span, welded self weathering steel, truss pedestrian bridge (with a timber or concrete deck) in accordance with the specifications and plan details.

Potential bridge suppliers are:

Continental Bridge  
8301 State Highway 29 N  
Alexandria, Minnesota 56308  
1-800-328-2047, FAX 320-852-7067

Steadfast Bridges 4021 Gault Ave. South  
Fort Payne, Alabama 35967  
1-800-749-7515, FAX 256-845-9750

Excel Bridge Manufacturing Company  
12001 Shoemaker Avenue  
Santa Fe Springs, California 90670  
562-944-0701, FAX 562-944-4025

Big R Manufacturing LLC  
P.O. Box 1290  
Greeley, Colorado 80632-1290  
1-800-234-0734, FAX 1-970-356-9621

Wheeler Lumber, LLC 9330 James Avenue South  
Bloomington, Minnesota 55431-2317  
1-800-328-3986, FAX 952-929-2909

**MATERIALS**

Structural Steel. All structural steel shall be new (unused) material. The Contractor shall provide the Engineer and the Staff Bridge Branch Fabrication Inspection Unit with copies of all certified mill test reports for all structural steel and bolts. Floor beams, stringers, and members of each Half-through truss (upper and lower chords, diagonals, end posts and vertical posts) utilized in the bridges shall meet a longitudinal Charpy V-notch (CVN) value of 25 ft. lbs. at 40 degrees Fahrenheit. Testing shall be in accordance with AASHTO T 243 (ASTM A 673). The H frequency of heat testing shall be used. The Contractor shall provide the Engineer and the Staff Bridge Branch Fabrication Inspection Unit with certified copies of all CVN test reports.

All square and rectangular structural steel tubing shall conform to the requirements of ASTM A 847, Cold-Formed Welded and Seamless High Strength, Low Alloy Structural Tubing With Improved Atmospheric Corrosion Resistance.

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**REVISION OF SECTION 628  
BRIDGE GIRDER AND DECK UNIT**

All structural steel shapes and plates shall conform to the requirements of ASTM A 588, High- Strength Low-Alloy Structural Steel.

All anchor bolts and nuts shall conform to the requirements of ASTM A 307, Grade A, Carbon Steel Bolts and Studs, and shall be galvanized in accordance with the requirements of ASTM A

153. Each anchor bolt shall be provided with two nuts for jamming.

All structural steel field connections shall be bolted with high strength bolts. High strength bolts, including suitable nuts and plain hardened washers, shall conform to the requirements of ASTM A 325. Bolts shall be Type 3.

Timber. All timber shall be new (unused) material and conform to either of the following:

Southern Pine, No. 1 or better quality, Graded in accordance with Southern Pine Inspection Bureau (SPIB) rules.

Douglas Fir-Larch, No. 1 or better quality, Graded in accordance with West Coast Lumber Inspection Bureau (WCLIB) rules.

All lumber shall be manufactured and inspected in accordance with the latest edition of Product Standard 20-70 as published by the Department of Commerce, and shall be grade marked or have an accompanying certificate from a certified grading agency. The grading agency shall be certified by the Board of Review of the American Lumber Standards Committee.

All timber shall be pressure treated, conforming to the requirements of the American Wood Preserver's Association (AWPA) Standards, Section C1 and C2 (Soil Contact). Either Ammoniacal Copper Arsenate (ACA) or Chromated Copper Arsenate (CCA) preservatives conforming to the requirements of Section P5 (Standards For Waterborne Preservatives) of the AWPA Standards shall be utilized and treatment shall be to a total absorption of 0.40 pounds per cubic foot of timber. A certified treatment report shall be provided to the Engineer and the Staff Bridge Branch Fabrication Inspection Unit.

**CONSTRUCTION REQUIREMENTS**

Design. The AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges shall govern the design. Bolted connections shall comply with Section 509 of CDOT Standard Specifications for bolting requirements.

The superstructure of the pedestrian bridge shall consist of two parallel Half-through trusses, or Pony trusses, with at least one diagonal per panel. The trusses shall be the main load-carrying members of the bridge.

The members of each Half-through truss, or Pony truss, (upper and lower chords, diagonals, end posts, and vertical posts) shall be fabricated from square and rectangular structural steel tubing.

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**REVISION OF SECTION 628  
BRIDGE GIRDER AND DECK UNIT**

Floor beams and stringers shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.

The structure shall conform to the clear span, clear width, and railing requirements shown on the plans.

Each pedestrian bridge shall be designed for the following loads and loading conditions:

Dead load shall be as defined in the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.

Live load shall be as defined in the AASHTO LRFD Guide Specifications. Distribution to the stringer and floor beams shall be in accordance with the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges. Deflection and vibration limits as per the AASHTO LRFD Guide Specifications shall apply.

Pedestrian live load shall be as defined by the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.

Vehicle live load shall be as defined by the LRFD Guide Specifications for the Design of Pedestrian Bridges. When required by the plans, the vehicle live load shall be the Colorado Legal Load Type 3 Vehicle. This is a 27 ton, three axle, vehicle with 13.5' front axle spacing and 4' rear spacing. The axle loads are 7 tons on the front axle and 10 tons on each of the rear axles.

Wind load shall be as defined by the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.

Distribution of wheel loads on timber flooring shall be in accordance with the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.

Minimum thickness of structural steel shall be 3/16 of an inch.

½ inch diameter weep holes shall be drilled (flame cut holes will not be allowed) at all low points of all steel tubing members as oriented in the in-place, completed structure. In members that are level, or flat, a total of two weep holes shall be drilled, one at each end. Weep holes and their locations shall be shown on the Shop Drawings.

All metallic fasteners utilized in attaching timber to structural steel shall be galvanized.

All welded tubular connections shall be designed in accordance with Section 2, Parts A and D (Delete SubSection 2.36.6), of the Structural Welding Code-Steel ANSI/AWS/D1.1 (Latest Edition).

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**REVISION OF SECTION 628  
BRIDGE GIRDER AND DECK UNIT**

When timber decking is used it shall be placed transverse to the trusses and have a minimum nominal thickness of 3 inches. Decking shall be securely fastened to each stringer and at each end to prevent warping.

Concrete and reinforcing steel, when used for the deck, shall conform to Sections 601 and 602, respectively.

The Contractor shall submit seven sets of Design Calculations and Shop Fabrication Details (Shop Drawings) to the Engineer for each pedestrian bridge separately. This submittal shall be in accordance with SubSection 105.02. The Design Calculations and Shop Drawings shall contain the endorsement seal of the Professional Engineer registered in the State of Colorado responsible for the design.

Shop Fabrication. Welding and fabrication of weathering steel pedestrian bridges shall conform to the requirements of the Structural Welding Code-Steel ANSI/AWS D1.1 (Latest Edition) as amended by the following:

As required in SubSection 4.7.3, a welding procedure shall be established by qualification in accordance with the requirements of SubSection 3.3 for the ASTM A 847 material used on the bridge. The results of the Procedure Qualification shall be recorded on Form E-1 in Annex E of AWS D 1.1.

The Contractor shall submit a Quality Control Plan. The Plan shall include personnel qualifications, certifications, and a Written Practice in accordance with ASNT SNT-TC-1A.

The quality of all welds shall be in accordance with Section 6, Table 6.1. In Table 6.1, Undercut 7(B), the criteria for primary members shall apply to the bottom chord members.

All Complete Joint Penetration Groove Welds in butt joints in the bottom chord members shall be 100% Magnetic Particle tested in accordance with ASTM E 709. Acceptance shall be determined in accordance with Section 6.10 and Table 6.1, using Alternating Current. In addition, complete joint penetration groove butt welds welded from one side without backing of bottom chord members shall be examined by ultrasonic testing in accordance with Section 6.11.1.

Magnetic Particle Testing shall be performed on 100% of all attachment welds to the bottom chord, using Alternating Current, in accordance with Section 6.10 and Table 6.1.

All Procedure Qualification Records and Welder Qualification Test Records shall be current within three years of the date of beginning fabrication.

A copy of all Procedure Qualification Records, Welder Qualification Test Records, Quality Control Plan and all visual and nondestructive test reports shall be provided to:

The Engineer.  
Staff Bridge Branch Fabrication Inspection Unit  
4201 E. Arkansas Ave., Room 330  
Denver, Colorado 80222

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**REVISION OF SECTION 628  
BRIDGE GIRDER AND DECK UNIT**

All weathering steel shall be blast cleaned, Steel Structures Painting Council Surface Preparation No. 6 (SSPC-SP6, Commercial Blast Cleaning), to remove mill scale and foreign material which would prohibit rusting to a uniform color.

Field Construction. The substructure shall be constructed in accordance with the details shown in the plans and the pedestrian bridge shop drawings. Before construction begins on the substructure, the Contractor shall determine the anchor bolt requirements and substructure dimensions needed to properly erect the structure which will be provided. The Engineer and the Department shall be provided with two copies of detail sheets delineating these requirements before work begins.

## **14. LANDSCAPING AND AESTHETICS**

### **14.1. General**

The Developer shall design and construct all landscape and aesthetic Elements of the Project in accordance with the requirements of this Section 14.

### **14.2. Applicable Standards and Drawings**

All Construction Work required to be performed by the Developer pursuant to this Section 14 shall comply with the Construction Standards (including the sections of the CDOT Standard Specifications listed in Section 14.8.1, the relevant requirements listed in this Section 14, Good Industry Practice, and the following documents:

- a. Local Agency Municipal Codes and Ordinances as applicable to the Project;
- b. Swansea Elementary School requirements specified in the DPS IGA<sup>1</sup>;
- c. Cover and Swansea Elementary School Area Design Development Set included in Schedule 10B Contract Drawings;
- d. Approved Street Tree List for the City of Denver's public Rights-of-Way;
- e. CDOT's Environmental Stewardship Guide; and
- f. The Denver IGA.
- g. Attachment O, Aesthetic and Design Guidelines, to the FEIS.

### **14.3. Administrative Requirements**

- 14.3.1. The Developer's landscape and aesthetics designs shall meet the requirements of the Final I-70 East Preferred Alternative Aesthetic and Design Guidelines<sup>2</sup> included in the Reference Documents.
- 14.3.2. Landscaping and irrigation in Local Agency Roadway areas shall be designed and constructed to the Local Agency standards.
- 14.3.3. With the exception of the I-70 Mainline, I-225 and I-270, Local Agency standards shall also be applied to all CDOT Roadways between the back of curb and the Right-of-Way (ROW) line.
- 14.3.4. The landscape and aesthetics designs and plans shall be prepared by a Registered Landscape Architect in the State of Colorado.

### **14.4. Design Requirements**

#### **14.4.1. Deterrence of Vandalism and Unauthorized Use of Facilities**

The landscape and hardscape design shall discourage vandalism and discourage dwelling and the storage of personal items within the Site. All plantings shall use open-branch trees and shrubs that will minimize the collection of trash and debris. All plantings shall be designed and spaced to provide a safe space that deters unlawful behavior.

#### **14.4.2. Irrigation**

The Developer shall be responsible for the provision of water for irrigation and power supplies and other services required for establishment of the landscaping.

#### **14.4.3. Landscape Design**

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<sup>1</sup> The Procuring Authorities are in the process of completing an agreement with Denver Public Schools. The agreement will be provided to Proposers as a Reference Document upon formal execution.

<sup>2</sup> The Procuring Authorities are advancing the aesthetics design requirements including completion of a public involvement process that will further determine the bridge and wall aesthetic requirements. An updated Final I-70 East Preferred Alternative Aesthetic and Design Guidelines, Bridge Aesthetic Design Details, and Wall Aesthetic Design Details will be provided in future releases of Reference Documents.

The landscape design shall fall into three general categories as described below. The Developer's Landscape Plans shall include a schematic drawing of the Project showing where each category of landscaping is proposed.

a. Non-irrigated Areas

These areas shall include plants which, once established, shall not require supplemental water from irrigation. Within Local Agency areas, the landscaping shall comply with Local Agency standards.

b. Irrigated Areas

These areas shall require plantings and irrigation systems. They will typically be within Local Agency ROW, CDOT ROW which falls under an IGA with a Local Agency, or private property where Construction Work is occurring under an easement. Known irrigated areas are provided in Schedule 10 B Contract Drawings.

c. Cover and Swansea Elementary School Area

This area shall require landscape, irrigation, aesthetics, additional playground facilities, parking lot, and miscellaneous park features in these areas conforming to the specific design requirements as described in this Section 14.

For certainty, when landscape design requirements and plans are referenced in this Section 14, the term Cover shall refer to the Cover and the Swansea Elementary School Area (as described in Section 14.5), and the term Corridor shall refer to all other areas.

**14.5. Cover and Swansea Elementary School Landscape and Aesthetic Design and Plans**

14.5.1. The Developer shall be responsible for the design and construction of all aspects of the Cover over the I-70 Mainline (Planning Area 2) and the Swansea Elementary School outdoor area (Planning Area 1) as depicted in the Cover and Swansea Elementary School Area Design Development Set provided in Schedule 10B Contract Drawings.<sup>3</sup>

14.5.2. The Developer shall prepare the landscape and aesthetics plans for the Swansea Elementary School outdoor area in conformance with Denver Public Schools Design and Construction Standards. The Developer shall coordinate the design with Denver Public Schools and obtain approval of the preliminary plans prior to submittal to the Department and approval of the final (100%) plans prior to submittal to the Department.

14.5.3. The Developer prepared preliminary landscape and aesthetics plans for the Cover and Swansea Elementary School outdoor area as part of its Proposal. The Developer shall prepare and submit revised preliminary landscape and aesthetics plans for Acceptance by the Department. The preliminary landscape and aesthetics plan submittal shall include as a minimum the following narratives and plans:

- a. Narrative of the Developer's design process to be completed and approach to achieving the vision set forth for the space both in program and character.
- b. Narrative and plans that outline the opportunities and constraints in the design and construction Elements.
- c. Narrative and plans for the cross streets, Columbine, Clayton, and 46<sup>th</sup> Avenue, depicting the character and context of how they relate to the Cover and Swansea Elementary School landscaping and aesthetic designs.
- d. Narrative and plans related to the coordination and integration of other disciplines including structures, the Cover MEP System, drainage, roadway, utilities, and lighting.

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<sup>3</sup> The Department submitted the Cover and Swansea Elementary School Area Design Development Set to CCD Engineering, Regulatory, Analytics (ERA) Review. The comments received are included in the Reference Documents. The Department will be responding to comments and will revise the Design Development Set and make it available to Proposers in a future release of Reference Documents.

- e. The Developer shall provide visual renderings that show the proposed designs. A minimum of one rendering for each identified Master Plan Program Elements is required.
- f. The Developer's preliminary landscape and aesthetics plans shall include plans, elevations, sections, perspectives, isometric drawings, details, etc., as necessary to fully convey the proposed Cover and Swansea Elementary School landscape and urban designs including color and texture applications; drawings, tables and schedule that show where specific Elements are located; and plant palette schedules, size, number, location of trees, shrub beds, accent beds, planning types.
- g. The Developer's landscape and aesthetics work shall include an underground permanent irrigation system to maintain plant material.

14.5.4. The Developer shall prepare and submit the Final (100% level) landscape and aesthetics plans for the Cover and Swansea Elementary School outdoor area to the Department for Acceptance. The Landscape Plan shall address all comments and include all Accepted elements of the Preliminary Plans.

#### **14.6. Corridor Landscape Design and Plans**

##### **14.6.1. Existing Site Inventory**

The Developer shall prepare plan sheets and supporting data which document the existing landscape and irrigation system facilities in relation to the Corridor including present conditions. These documents shall be designated as the Existing Site Inventory. The Developer shall submit the Existing Site Inventory to, and obtain Acceptance thereof from, the Department prior to the issuance of NTP 2. The Existing Site Inventory shall be prepared in accordance with the CDOT *Landscape Architecture Manual*, Appendix 5 – Landscape Plan Development. In addition, the Existing Site Inventory shall include:

- a. Locations of wetlands, SB40 Areas, and riparian areas; the locations formally landscaped areas; the locations of irrigated areas, and the locations of other non-paved areas. All areas shall have a description of the existing vegetation and conditions;
- b. An inventory of all trees with a diameter 2 inches or greater at breast height in SB40 areas. An inventory of all trees with a diameter of 4 inches or greater at breast height in all other areas. An inventory of shrubs including type and square footage of coverage in all areas;
- c. Vegetation location and identification (including photo documentation), including species, location, condition, size, health, and a recommendation for remaining undisturbed, pruning, removal, transplanting, or replacement;
- d. Details of landscapes and irrigation systems impacted by the Project; and
- e. Locations of protected areas.

##### **14.6.2. Preliminary (30% Level) Landscape Plans**

The Developer shall prepare and submit the Preliminary (30% level) Landscape Plan for the Corridor to the Department for Acceptance. The Landscape Plan shall be prepared in accordance with the CDOT *Landscape Architecture Manual*, Appendix 5 – Landscape Plan Development. In addition, the Plan shall include the following:

- a. The landscape design;
- b. Locations, mitigations, removals, and replacements of trees, shrubs, landscapes and irrigation impacted by the Project;
- c. Proposed locations of replacement or proposed transplanted vegetation within the Site;

- d. Proposed tree species for the I-70 Mainline, I-225 and I-270 based on the species and conditions as outlined by the State's portion of the FHWA The Roadside Use of Native Plants;
- e. Proposed tree species for Local Agency landscaping areas. The Developer shall comply with Local Agency requirements;
- f. Proposed seed mixes;
- g. Description of how landscape designs will coordinated into aesthetics for other portions of the Construction Work; including the walls, drainage, structures, streetscape, lighting and fences; and
- h. Inclusion of aesthetic Elements unless these are provided under separate discipline specific plan submittals. Where aesthetic designs are provided elsewhere, provide specific reference to these locations.

#### 14.6.3 Final (100% Level) Landscape Plans

The Developer shall prepare and submit the Final (100% level) Landscape Plan for the Corridor to the Department for Acceptance.

### 14.7. Aesthetic Requirements

#### 14.7.1. Bridges

- a. The Developer shall design the finishes and colors for all proposed bridge super- and substructures, bridge columns, pier caps, girders, abutments, barrier rails, wing walls, retaining walls, noise walls, slope paving in accordance with the concepts of the Aesthetic Guidelines Report provided in the Reference Documents as well as the requirements provided in the Bridge Aesthetic Design Details and Wall Aesthetic Design Details in Schedule 10B Contract Drawings. Existing structures do not need to be modified to comply with these requirements.
- b. The Developer's design shall create visually appealing transitions between various Project Elements. (For example, the transition between a noise wall adjacent to a bridge and the noise wall on the bridge shall blend together.)
- c. Bridge Elements that shall be included in the aesthetic treatments include the bridge super- and substructures, columns, bridge rail, barriers, pedestrian fencing, retaining walls, lighting, and slope paving.
- d. Girders on an individual bridge shall have a consistent depth along the bridge to the greatest extent possible.
- e. All exposed drain pipes shall be painted to match adjacent bridge Elements. They shall be positioned where least viewed from the roadway.

#### 14.7.2. Retaining Walls and Noise Walls

The Developer shall design and construct walls at the locations and with aesthetic treatments as provided in the Wall Aesthetic Design Details in Schedule 10B Contract Drawings.

#### 14.7.3. Medians

Where medians are six feet wide or narrower and within islands; hardscape treatments of colored, stamped, or artistic paving shall be provided. Medians greater than six feet wide shall be designed and constructed with landscaping and irrigation.

#### 14.7.4. Grading and Slope Paving Aesthetics

- a. The Developer shall perform all finished grading to maintain an aesthetically pleasing surface, consistent with CDOT best practices;

- b. Existing slopes that are changed, removed, replaced, refreshed, or altered shall be treated as new slopes and reconfigured to be consistent with the requirements described in the I-70 East Preferred Alternative Aesthetic and Design Guidelines; and
- c. Where used, slope paving shall comply with the requirements described in the I-70 East Preferred Alternative Aesthetic and Design Guidelines.

14.7.5. Fencing<sup>4</sup>

Fencing shall comply with the requirements described in the I-70 East Preferred Alternative Aesthetic and Design Guidelines.

14.7.6. Temporary Wall at Swansea Elementary School

The Developer shall design and construct a temporary wall between I-70/Columbine Street and Swansea Elementary School for use during the Construction Period. The wall shall be in place prior to initiation of any Construction Activities within 200 feet of the school ROW. The location and limit of the temporary wall as well as the aesthetic requirements are shown in Schedule 10B Contract Drawings. The wall shall provide visual screening and reduce noise and dust at the school. The wall shall be constructed of a material that has a minimum density of 4 pounds per square foot of wall surface area. The wall shall be 12 feet tall and constructed without open joints or gaps.

**14.8. Landscape Requirements**

14.8.1. The Developer's Environmental Compliance Work Plan (ECWP) shall include an organization chart showing Developer's organization of the personnel responsible of implementing the Developer's landscape, irrigation, and noxious weed control programs. The plan shall specifically identify the individuals and positions who shall serve in the key roles, including the Engineer, referenced in the following sections of the CDOT Standard Specifications:

- a. Section 212, Seeding, Fertilizer, Soil Conditioner, and Sodding
- b. Section 213, Mulching
- c. Section 214, Planting
- d. Section 215, Transplanting
- e. Section 216, Soil Retention Covering
- f. Section 217, Herbicide Treatment
- g. Section 623, Irrigation Systems

14.8.2. The ECWP shall include a detailed description of the roles that the Developer's Process Control (PC) and Developer's Independent Quality Control (IQC) programs shall be assigned to implement the hold points and decision points required in accordance with the sections of the CDOT Standard Specifications listed in Section 14.8.1.

14.8.3. The Developer shall notify the Department a minimum of three Calendar Days in advance of, and invite the Department to attend, all inspections required to be carried out pursuant to this Section 14.

14.8.4. The landscape plan As-Builts shall be completed by a Registered Landscape Architect in the State of Colorado.

14.8.5. The Notice of Substantial Landscape Completion, as referenced in Section 214.04 of CDOT Standard Specifications, will be issued by the Department. The Developer shall provide the sufficient documentation, including documentation from the IQC Program, to allow the Department to evaluate eligibility for the Notice of Substantial Landscape Completion.

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<sup>4</sup> Further details in relation to these fencing requirements will be provided in a future Addendum and/or future releases of Reference Documents.

14.8.6. Protection and Preservation

The Developer shall save, protect, and maintain all existing vegetation during implementation of the Construction Work, except for that vegetation that requires removal as part of the Project. All Construction Work shall be performed in such a manner that will avoid these protected areas.

14.8.7. Landscaping Completion and Establishment

- a. Landscape completion
  - i. Completion of all landscaping in accordance with the requirements of this Section 14 (other than compliance with the Developer's obligations pursuant to Section 14.8.6.b) including that:
    - A. All plants shall have been planted and all irrigation items shall be operational in compliance with the requirements of this Section 14;
    - B. All plants shall be healthy and in flourishing condition and be free of dying branches and branch tips, and shall bear foliage of normal density, size, and color;
    - C. All mulch beds shall have been completely mulched; and
    - D. The Notice of Substantial Landscape Completion shall have been issued by the Department;is a Final Acceptance Condition;
  - ii. Prior to Final Acceptance, the Developer shall submit to the Department for Information a Landscape Maintenance Plan prepared in accordance with the requirements of Section 214 of the CDOT Standard Specifications; and
  - iii. When the Developer considers that all the conditions relating to landscape completion have been achieved, it will notify the Department to arrange a joint landscape inspection with the Developer's Landscape Architect.
- b. Landscape Establishment
  - i. The Developer shall comply with the requirements of Section 214.04 of the CDOT Standard Specifications during the Landscape Establishment period (as described in that Section).
  - ii. All landscape installations shall be completely maintained by the Developer during the Landscape Establishment period in accordance with the requirements of Schedule 11 Operations and Maintenance Requirements.
  - iii. The Developer shall audit the landscape installations on at least a monthly basis during the Landscape Establishment period.
  - iv. At the end of the Landscape Establishment period, the Department will inspect the landscaping to determine compliance to the requirements of the Project Agreement. The Developer's Landscape Architect and an IQC representative shall participate in these inspections. All landscape installations shall be fully established, weed-free, clean, smooth, properly graded, and without plant mortality in order to be Accepted by the Department. Should the Department identify any areas of Nonconforming Work, the provisions of Section 6.5 of Schedule 8 Project Administration shall apply, the Developer shall remedy the Nonconforming Work and the Landscape Establishment period (and the Developer's obligations under this Section 14.8.6.b) shall be extended for a minimum of one additional growing season.

**14.9. Deliverables**

The Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the timeframes specified:

**Table 14-1 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Cover – Preliminary Landscape and Aesthetic Plans	Acceptance	Prior to the issuance of NTP2
Cover – Final Landscape and Aesthetic Plans	Acceptance	Prior to RFC Documents
Corridor – Existing Site Inventory	Acceptance	Prior to the issuance of NTP 2
Corridor – Preliminary Landscape Plans	Acceptance	Prior to Final Landscape Plan Submittal
Corridor – Final Landscape Plans	Acceptance	Prior to RFC Documents
Landscape Maintenance Plan	Information	Prior to Final Acceptance
Certificate of Compliance for Imported Topsoil	Information	Prior to hauling topsoil to the Project

**14.10. Appendices**

Appendix A Project Special Provisions

**Appendix A**  
**Project Special Provisions**

The following specifications modify and take precedence over the Standard Specifications. The requirements of Appendix A to Schedule 10A Applicable Standards and Specifications apply to these Project Special Provisions.

**PROJECT SPECIAL PROVISIONS**

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**SECTION 519  
 GARDEN ROOF ASSEMBLY**

Section 519 is hereby added to the Standard Specifications for the project as follows:

**DESCRIPTION**

**519.01** This work consists of furnishing and installing Waterproofing and Garden Roof Assemblies including, Monolithic Membrane and flashings, protection course / root barrier protection, geofoam, drainage / water retention components, growing media confinement system and lightweight engineered growing medium (soil). To ensure compatibility, all components of the Garden Roof Assembly shall be provided by a single manufacturer.

**MATERIALS**

**519.02** All material requirements are as follows:

- (a) *Membrane.* Membrane shall be a hot, fluid applied, rubberized asphalt membrane meeting the Construction Standards and other pertinent physical properties:

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Flash point	ASTM D-92	<500°F*
Penetration	ASTM D-5329	3.9 in @77°F (25°C)
Flow	ASTM D-5329	0.04 in @ 140°F (60°C)
Toughness	CGSB-37.50-M89	16.0 Joules
Ratio of Toughness to Peak Load	CGSB-37.50-M89	0.069
Water Vapor Permeability	ASTM E-96, PROCEDURE E CGSB-37.50-M89	0.3 ng/Pa(s)M <sup>2</sup>
Water Absorption	CGSB-37.50-M89	.11 gram weight gain
Low Temperature Flexibility (-25°C)	CGSB-37.50-M89	No delamination, adhesion loss, or cracking or cracking
Low Temperature Crack Bridging Capability	CGSB-37.50-M89	No cracking, adhesion loss, or splitting
Heat Stability	CGSB-37.50-M89	No change in viscosity, penetration, flow or low temperature flexibility
Viscosity	CGSB-37.50-M89	11.0 seconds
Water Resistance (5 days/50°C)	CGSB-37.50-M89	No delamination, blistering, emulsification, or deterioration
Softening Point	ASTM D-36	180°F (82°C)
Elongation	ASTM D-5329	1000% minimum
Resiliency	ASTM D-3407	40% minimum
Bond to Concrete	ASTM D-3407	Pass 0°F (-18°C)
Acid Resistance	ASTM D-896 Procedure 7.1 (N-8)	Pass-50% Nitric Acid -50% Sulfuric Acid

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<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Resistance to Hydrostatic Pressure	ASTM D-08.22 Draft 2	100 psi (equals 231 foot of head water)
Resistance to Salt Water	ASTM D-896 similar 20% sodium chloride sodium carbonate calcium chloride	No delamination, blistering, emulsification or deterioration
Resistance to Fertilizer	ASTM D-896 similar undiluted, 15/5/5, nitrogen/phosphorus/potash	No delamination, blistering, emulsification or deterioration
Resistance to Animal Waste	3-year exposure	No deterioration
Solids Content		100%-no solvents
Shelf Life		10 years (sealed)
Specific Gravity		1.23 + .02
*102°F more than the application temperature recommended by the manufacturer.		

(b) *Reinforcing*

1. Standard Duty Reinforcing: Spunbonded polyester fabric membrane reinforcing sheet in standard widths of 6, 12, and 39 inches and a length of 600 feet, meeting the following requirements:

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Color	NA	White
Unit Weight (oz/sq yd)	ASTM D1910	1.35
% Elongation (to break)	ASTM D2523	42
Tear Strength (lb)	ASTM D2263	8
Breaking Strength (lb)	ASTM 2523	25
De Matia Flex Cycles	ASTM D813	100,000

2. Heavy Duty Reinforcing: 60-mil (1.5 mm) thick, in standard widths of 6, 12, 18, 24, 36 and 48 inches, and a length of 100 feet, uncured neoprene membrane reinforcing sheet meeting the following requirements:

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<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Width (inch)	ASTM D751-66	0 /+ 0.125
Length (inches)	ASTM D751-66	0 /+ 1.0
Thickness (inches)	ASTM D751-66	0.060 +/- 10%
Tensile Strength (psi, min)	ASTM D412, Die C	1400
Elongation (% , min)	ASTM D412, Die C	300
Tear resistance (lb/inch, min)	ASTM D624, Die C	125
Brittleness Point @ -30° F	ASTM D2137	No Break
Ozone Resistance (@20% Ext., 100 MPa, 100 hrs @ 104° F	ASTM 1149	No Cracks @ 7x Magnif.
Water Absorption (% , weight change range) (46 hrs. @ 158° F)	ASTM D471	-8, +2

(c) *Flashing*

1. 60-mil (1.5 mm) thick, uncured neoprene sheet meeting the requirements of Heavy Duty Reinforcing
2. Two-component, liquid applied resin membrane flashing system.
  - A. Poly methyl-methacrylate (PMMA) resin per manufacturer’s recommendations.
  - B. Acrylic resin with integral chopped polymer fiber reinforcement per manufacturer’s recommendations.
  - C. Resin based primers, additives, reinforcing fleece, surfacing topcoats per manufacturer’s recommendations.

(d) *Protection Course / Root Barrier Protection – at Landscape Areas:* 160-mil (4 mm) thick polyester reinforced, rubberized asphalt sheet with granular surface and root inhibiting additive. Roll size shall be approximately 39 inches wide by 33 feet long, and have a minimum tensile strength of 50 lbs/inch (machine & cross direction @ 163°F (73°C).

(e) *Protection Course – at Vehicular Traffic Areas:* 85-mil (2 mm) thick heavy duty, rubberized asphalt protection sheet with synthetic fiber reinforcement. Roll size shall be approximately 39 inches wide by 50 feet long.

(f) *Insulation:* Expanded Polystyrene (EPS) Geofoam

1. Foam-Control EPS Geofoam Type EPS29 in compliance with the following properties:

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<b>FOAM-CONTROL EPS GEOFOAM PROPERTIES</b>								
<b>PROPERTY</b>	<b>UNITS</b>	<b>ASTM D6817</b>						
		<b>EPS12</b>	<b>EPS15</b>	<b>EPS19</b>	<b>EPS22</b>	<b>EPS29</b>	<b>EPS39</b>	<b>EPS46</b>
Density <sup>1</sup> , min.	lb/ft <sup>3</sup>	0.70	0.90	1.15	1.35	1.80	2.40	2.85
Compressive Resistance <sup>1,2</sup> @ 1% deformation, min.	psi	2.2	3.6	5.8	7.3	10.9	15.0	18.6
Elastic Modulus <sup>1</sup> , min	psi	220	360	580	730	1090	1500	1860
Flexural Strength <sup>1</sup> , min.	psi	10.0	25.0	30.0	35.0	50.0	60.0	75.0
Water Absorption <sup>1</sup> by total immersion, max.	vol. %	4.0	4.0	3.0	3.0	2.0	2.0	2.0
Oxygen Index <sup>1</sup> , min.	vol. %	24	24	24	24	24	24	24
Buoyancy Force	lb/ft <sup>3</sup>	61.7	61.5	61.3	61.1	60.6	60.0	59.5
<b>Additional Properties for Compressible Applications</b>								
Compressive Resistance <sup>1</sup> @ 5% deformation, min.	psi	5.1	8.0	13.1	16.7	24.7	35.0	43.5
Compressive Resistance <sup>1</sup> @ 10% deformation, min.	psi	5.8	10.2	16.0	19.6	29.0	40.0	50.0
See ASTM D6817 Standard for test methods and complete information Combined live and dead load stresses should not exceed the compressive resistance at 1% deformation.								

2. All Foam-Control EPS Geofoam blocks shall be treated by the manufacturer with a tested and proven termite treatment for below grade applications, 3 year minimum field exposure. The treatment shall be EPA registered, meet requirements of ICC ES EG239, and be recognized in an ICC ES report.
3. Geogripper Plates – The plates shall be made of 20 gauge galvanized or stainless steel, 4"x4" with two-sided 0.6" high multi-barbed design capable of piercing the EPS Geofoam. Each plate shall be capable of a lateral holding strength of 60 lbs.

(g) *Drainage/Water Retention Component*

1. Hydrodrain Air Layer: Composite drainage system consisting of a three dimensional, crush-proof, drainage core and filter fabric meeting the following requirements for Geonet Style 300:

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PROPERTY	TEST METHOD	UNITS	Geonet Style			Dimple Style			
			300	302	1000	400	420	700	900
Thickness	ASTM D1777	Inch	0.25	0.25	0.25	0.40	0.40	0.40	0.40
Compressive Strength	ASTM D1621	psf	40,000	40,000	40,000	15,000	15,000	21,000	30,000
Core Flow @ 3600 psf; hydraulic gradient = 1 (per unit width)	ASTM D4716	Gal/min/ft	8.5	8.5	8.5	21	21	23	24
Fabric Flow	ASTM D4491	Gal/min/ft <sub>2</sub>	140	140	140	140	140	18	18
Fabric Grab Tensile Strength	ASTM D4632	Lb	100	100	100	100	100	MD 370 (1.65)	MD 370 (1.65)
Fabric AOS	ASTM 4751	U.S. Sieve	70	70	70	70	70	70	70
Fabric Puncture Strength	ASTM D4833	Lb	65	65	65	65	65	120	120
Fabric UV Resistance @ 500 hours	ASTM D4355	%Strength Retained	70	70	70	70	70	90	90
Roll Dimensions	NA	Ft	4x75	4x75	4x50	4x50	4x50	4x50	4x50
Roll Weight	NA	Lb	70	80	55	39	42	47	52

- Gardendrain Moisture Panels: Three-dimensional, molded panels of recycled polyethylene with drainage channels top and bottom sides and water retention reservoirs top side meeting the following requirements:

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<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Panel Dimensions	NA	4 ft. x 6 ft.
Panel Height	NA	2 inches
Weight w/cups empty w/cups filled	NA	0.4 lb/ft <sup>2</sup> dry; 2.0 lb/ft <sup>2</sup> wet 4.3 lb/ft <sup>2</sup> dry; 6.3 lb/ft <sup>2</sup> wet
Strength w/cups empty w/cups filled	ASTM D1621	3,154 lb/ft <sup>2</sup> >7,000 lb/ft <sup>2</sup>
Flow Rate	ASTM D4716	42 gal./min./ft width; h.g. = 1
Water Retention w/cups empty w/cups filled	NA	0.19 gal/ft <sup>2</sup> 0.20 gal/ft <sup>2</sup>
Volume to Fill	NA	0.08 ft <sup>3</sup> /sf in area

3. **Moisture Retention Mat:** A moisture retention fabric composed of high-quality, non-rotting polypropylene fibers. The fabric shall be approximately 3/16inch thick, in rolls of approximately 7.5 feet wide by 100 feet long, with a water retention capacity of approximately 0.13 gal./ft<sup>2</sup> (5.3 l/m<sup>2</sup>), meeting the following requirements:

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Tensile Strength	ASTM D4632	380 lb
Elongation:	ASTM D4632	50%
Trapezoidal Tear:	ASTM D4533	145 lb/in <sup>2</sup>
Puncture Strength	ASTM D4833	240 lb

- (h) **Drainage/Soil Confinement Components:** Confinement components shall be provided where the concrete substrate surface is sloped greater than 10°.

1. Expandable polyethylene sheet strip assembly, connected by a series of offset, full depth ultrasonic welded seams aligned perpendicular to longitudinal axis of strips which, when expanded, form walls of a flexible, 3-dimensional, confinement system. , meeting the following requirements:
  - A. Strip sheet height: 12 inches.
  - B. Strip sheet thickness: 50 mil (-5%, +10%) per ASTM D5199
  - C. The polyethylene shall have a density of 58.4-60.2 lb/cu.ft. (0.935-0.965 g/cm<sup>3</sup>) per ASTM D1505.
  - D. The polyethylene shall have an Environmental Stress Crack Resistance (ESCR) of 3000 hours tested per ASTM D1693.
  - E. Carbon black content for UV stabilization shall be 1.5%-2% by weight, distributed throughout the material.

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- F. Cell seam strength shall be uniform over the full depth of the cell. Minimum seam peel strengths shall be 80 lb (355 N) per inch of cell depth.
  - G. Long-term seam peel-strength test shall be performed on all resin or pre-manufactured sheet or strips. A 4" (100 mm) wide seam sample shall support a 160 lb (72.5 kg) load for a period of 168 hours (7 days) minimum in a temperature-controlled environment undergoing a temperature change on a 1-hour cycle from ambient room to 130 °F (54C).
2. Integral Stainless Steel Cable Tendons (if needed) per manufacturer's recommendations.
  3. Cable stops, oval sleeves, steel washers and polyethylene washers per manufacturer's recommendations.
- (i) *Filter Fabrics*
1. Non-woven, polymeric, geotextile fabric meeting the following requirements:

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Roll Size	NA	12.5 ft x 120 ft
Weight	ASTM D5261	3.5 oz/yd <sup>2</sup>
Flow Rate	ASTM D4491	150 gal/min/ft <sup>2</sup>
Tensile Strength	ASTM D4632	90 lb
Elongation	ASTM D4632	50%
Mullen Burst	ASTM D3786	185 lb/in <sup>2</sup>
Puncture Strength	ASTM D4833	60 lb
Trapezoidal Tear	ASTM D4533	40 lb
Apparent Opening	ASTM D4751	50

- (j) *Soil*
1. Custom Growing Media Mix capable of supporting vigorous growth of the specified vegetation, complying with the following specification:

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<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT*</b>
Grain Size Distribution	NA	
Clay fraction		0 – 2 %
Passing #200 Sieve		5 – 15%
Passing #60 Sieve		10 – 25%
Passing #18 Sieve		20 – 50%
Passing 1/8-inch sieve		55 – 95%
Passing 3/8-inch sieve		90 – 100%
Density	NA	
Application Density		44 – 68 lbs/ft <sup>3</sup>
Saturated Density		62 – 93 lbs/ft <sup>3</sup>
Dry Density		38 – 68 lbs/ft <sup>3</sup>
Water & Air Management (% Vol.)	NA	
Saturated water capacity		> 40%
Saturated air content		> 10%
Saturated Hydraulic Conductivity	NA	> 1.0 in/hr
pH, Lime, and Salt Content	NA	
pH (saturated paste)		5.5 – 7.5
carbonate content		< 25 g/l
salts content (water extract)		< 3.0 g/l
Organics	NA	
OM content		6 – 12 mass %
C/N ratio		< 20
Nutrients **	NA	
Nitrogen (NO <sub>3</sub> )		3 – 15
Phosphorus		1 – 7
Potassium		6 – 15
Calcium		19 – 65
Magnesium		3 - 15
CEC Capacity	NA	> 6 cmol/kg
Compost Fraction		
1. Meet or exceed USEPA Class A standard, 40 CFR 503.13, Tables 1 & 3 (chemical contaminants) and 40 CFR 503.32(a) (pathogens) and/or be permitted in the state of origin to produce Class A material.		
2. Meet US Compost Council STA/TMECC criteria or equal for Class I or II stable, mature product.		
* Values may be adjusted due to availability of local materials or special project conditions related to plant selection and/or environmental conditions, pending approval of the engineer.		
** Nutrients shall be adjusted with appropriate slow-release fertilizer with micronutrient additions if below lower target range.		

- Expanded Lightweight Aggregate for use as fill material at vegetation-free zones shall meet the following specification:

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<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Grain Size Distribution Clay fraction % passing #18 Sieve % passing 1/4-inch Sieve % passing 3/8-inch Sieve	NA	< 1% 1 – 3% 10 - 30% 90 – 100%
Density Saturated Density Dry Density	NA	< 60 lb/ft <sup>3</sup> < 50 lb/ft <sup>3</sup>
Saturated Hydraulic Conductivity	NA	> 15 inch/minute
pH, Lime, and Salt Content pH (in CaCl <sub>2</sub> ) carbonate content salts content (water extract)	NA	6.0 – 8.5 < 25 g/l < 2.5 g/l
Organics OM content	NA	< 1% mass
Abrasion Resistance	ASTM C131-96	< 25% loss
Soundness	ASTM C88	< 0.50% loss

(k) *Garden Roof Accessory Components:*

1. Drain Inspection Chambers - 18 gauge stainless steel, over-drain inspection boxes, with perforated sides and removable lids. Utilize extensions to increase the height for deeper growing media applications.
2. Vegetation Transition Areas – Metal Angle of unfinished aluminum bent at a 90 degree angle, with a slotted vertical leg to allow for drainage.

(l) *Erosion Control Materials*

1. Erosion Control Mat. Biodegradable Erosion Control Matting: Composed of straw and/or coconut fiber stitched together with biodegradable thread forming top and bottom netting, meeting the following requirements:

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<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULT</b>
Width (feet)	NA	6.67 +/- 5%
Length (feet)	NA	108.0 +/- 5%
Thickness (inches)	ASTM D5199 / ECTC <sup>1</sup>	0.26
Weight (oz/yd <sup>2</sup> )	ASTM D5261	8.83
Tensile Strength (MD <sup>2</sup> – lb/ft)	ASTM D5035	342
Tensile Strength (TD <sup>3</sup> – lb/ft)	ASTM 5035	211
Elongation (MD - %)	ASTM D5035	7.6
Elongation (TD - %)	ASTM D5035	11.1
Water Absorption (%)	ASTM D1117 / ECTC	0.11
Resiliency (%)	ECTC	85
Stiffness / Flexibility (oz-in)	ASTM D1388 / ECTC	0.11
Smolder Resistance	ECTC	YES <sup>4</sup>
1. ECTC = Erosion Control Technology Council 2. MD = Machine Direction 3. TD = Transverse Direction 4. Material is smolder resistant according to ECTC Guidelines		

2. Heavy-Duty Anchors. Plastic Anchor Disk with connected plastic stem and friction-fit plastic top disk used to fasten Biodegradable Erosion Control Matting or sedum carpet and tile. The plastic anchor shall have the following thicknesses: Base Disk: 3/16 inch; Shaft: 3/8 inch diameter; Top Disk: 0.03 inch. The plastic anchor length and width shall be as follows: Base Disk: 5 inch diameter; Shaft: 12 inch; Top Disk: 4.75” diameter.
3. Hydromulch. Wood fiber-based hydromulch with natural-based tackifier for use in securing sedum cuttings on the application area. Hydromulch shall be mixed with tackifier and applied as wet slurry to cutting installations.
4. Dry Hydromulch. Wood fiber or straw-based hydromulch with integrally mixed guar-based tackifier. For use where hydromulching equipment and access is not possible. Dry hydromulch shall be applied in accordance with these specifications and per manufacturer’s recommendations.

**CONSTRUCTION REQUIREMENTS**

**519.03 Submittals.** The contractor shall submit testing results to ensure materials meet the following qualifications:

- (a) Certification from an approved independent testing laboratory experienced in testing this type material, that the material meets these specifications for rubberized asphalt membranes (testing not greater than 5 years old) 25% post-consumer recycled rubber content and inert clay fillers. Testing shall be done by a national testing laboratory acceptable to the engineer.
- (b) Certification and description of the full time quality control/quality assurance program of production facilities responsible for the manufacture of the rubberized asphalt and that each batch of material is tested to insure conformance with the manufacturer’s published physical properties.

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The quality assurance program description shall include all methods of testing for physical and mechanical property values. Provide confirmation of manufacturer's certificate of analysis for reporting the tested values of the actual material being supplied for the project prior to issuance of the specified warrantee.

- (c) Certification showing that all components of the Green Roof Assembly are being supplied and warranted by a single-source manufacturer.
- (d) Documentation that the roof membrane assembly is currently Class A listed with Underwriters Laboratories.
- (e) Documentation from an approved, independent testing laboratory that the extruded polystyrene insulation if used is free from CFC's.
- (f) The plant manufacturing the rubberized asphalt material shall have ISO 9001-2000 approval as evidenced by a notarized copy of the official certificate.
- (g) Provide product data on all components of the Garden Roof Assembly.
- (h) Documentation that the waterproof membrane assembly is currently listed as a Class 1 Roof Cover with Factory Mutual Research Company Standard 4470 listing for the proposed membrane system. The waterproof membrane configuration shall be approved by FM for Class 1-SH (severe hail) exposure.
- (i) Documentation from an approved, independent testing laboratory that the roofing membrane is resistant to salt water when tested in accordance with ASTM D-896.
- (j) Documentation from an approved, independent testing laboratory that the roofing membrane is resistant to fertilizer when tested in accordance with ASTM D-896.
- (k) Documentation that the roofing membrane is resistant to a three year exposure to animal waste.
- (l) Documentation from an approved, independent testing laboratory that the roofing membrane can withstand a minimum 100 psi resistance to hydrostatic head in accordance with ASTM D-08.22.
- (m) Documentation from an approved, independent testing laboratory that the Garden Roof Assembly root barrier has the ability to resist normal root or rhizome penetration as required by ANSI/SPRI VR\_1 2011 "Procedure for Investigating Resistance to Root Penetration on Vegetative Roofs". The documentation shall consist of the testing laboratories report summarizing the successful testing of all seams, edges, and methods of attachment that are exposed to roots or rhizomes for a period of at least 24 months.
- (n) Stormwater performance of the Garden Roof Assembly utilized for this project shall be provided and include:
  - 1. Composite Curve Number (CN)

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2. Composite C factor
  3. Total volume of water stored in the growing media
  4. Total volume of water stored in the water retention / drainage element
  5. Hydrograph of vegetated roof system showing storm water release delay and stormwater volume reduction.
- (o) List of 3 of the proposed primary membrane manufacturer's projects, located in the State of Colorado, of similar size and degree of difficulty which have been performing successfully for a period of at least 20 years. Provide current phone contacts of Architects and Owners for verification.

**519.04 Quality Assurance.**

- (a) Waterproofing Contractor Qualifications: All Waterproofing work shall be performed by a company specializing in performing the work of this section with at least 10 continuous years documented experience and certified by the membrane manufacturer.
1. Certification: Certification or licensing shall have been in effect continuously for at least ten (10) years prior to bidding on this Project.
  2. Contractor shall have at least ten years of experience in installing materials specified and shall have successfully completed at least three projects of similar scope and complexity in the state of Colorado. Provide current phone contacts of Architects and Owners for verification.
    - A. Contractor Certification: Obtain written certification from manufacturer of rubberized asphalt waterproofing system certifying that Contractor is approved by manufacturer for installation of specified membrane system. Provide copy of certification to Owner prior to commencement of waterproofing work.
    - B. Contractor's Field Supervision: Installer must maintain full-time supervisor/foreman on jobsite during times that waterproofing work is in progress.
    - C. Manufacturer's Field Supervision: The manufacturer shall maintain supervision of the work and have a full time representative witnessing the work in progress on a weekly basis (different time of day each week so that all parts of the work can be inspected), with a minimum of 8 hours per week.
  3. Contractor shall designate a single individual as project foreman who shall be on site at all times during installation. Foreman shall be employed by the Contractor for at least five (5) years and have at least ten (10) years of experience installing the specified product. Contractor shall designate key personnel of the on-site crew who shall be experienced in work of the type specified. Neither the foreman nor the key personnel shall be changed without the Owner's consent.

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4. The following is a list of pre-approved Waterproofing Contractors meeting these qualifications:
  - A. AAA Waterproofing
  - B. Black Roofing
  - C. Douglass Colony
  
- (b) The Garden Roof Assembly Installing Contractor: The contractor performing all work other than Waterproofing shall demonstrate qualifications to perform the work of the section by submitting the following documentation:
  1. Certification or license by the Garden Roof Assembly supplier as a locally based, authorized applicator of the products intended for use, that the contractor has a minimum of five (5) years of experience on similar projects. The Garden Roof Assembly Installing Contractor shall have completed the green roof assembly suppliers training seminar.
  2. List of at least three (3) projects, satisfactory completed within the past five (5) years, of similar scope and complexity to this project. Previous experience submittal shall correspond to specific membrane system specified on the plans and in these specifications.
  3. The following is a list of pre-approved Garden Roof Assembly Installing Contractors meeting these qualifications:
    - A. Environmental Landworks
    - B. Land Tech
    - C. MGT
    - D. Schultz Industries
    - E. Valley Crest
  
- (c) The Garden Roof Assembly Maintenance Contractor shall demonstrate qualifications to perform the work of this Section by submitting the following documentation:
  1. List of at least three (3) Garden Roof Assembly projects, satisfactorily completed within the past five (5) years, of similar scope and complexity to this project. Previous experience submittal shall correspond to specific membrane systems specified on the plans and in these specifications.
  
- (d) Membrane Manufacturer Qualifications: Manufacturer shall demonstrate qualifications to supply materials of this section by certifying the following:

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1. Membrane Manufacturer shall provide documentation that the specified rubberized asphalt has been manufactured by the same source for at least ten (20) years and successfully installed on a yearly basis for a minimum of ten (20) years on projects of similar scope and complexity.
  2. Membrane Manufacturer shall not issue warranties for terms longer than they have been manufacturing their hot fluid rubberized asphalt membrane.
- (e) The rubberized asphalt membrane product shall contain an inert clay filler and crumb rubber to enable the product to be resistant to acids (fertilizers, building washes and acid rain) and maintain membrane thickness during application. Membrane Manufacturer shall show independent testing of acid resistance performance testing.
  - (f) Membrane Manufacturer shall have available an in-house technical staff to assist the contractor, when necessary, in application of the products and final inspection of the assembly.
  - (g) Pre-Construction Conferences: The manufacturer shall meet with the necessary parties at the jobsite to review and discuss project conditions as it relates to the integrity of the roofing assembly.
  - (h) The rubberized asphalt membrane product shall be an environmental-grade product with a minimum 25% post-consumer recycled content. Manufacturer shall provide independent certification of recycled content.
  - (i) Landscape Installer Qualification: Qualified installer trained by the Garden Roof Assembly system provider who is authorized, approved, or licensed to install the specified products; and who is eligible to receive total system warranty specified.
  - (j) Garden Roof Assembly Supplier shall show evidence that the specified Garden Roof Assembly has been developed, marketed, supported and installed for a minimum of ten (10) years on projects of similar complexity.
  - (k) Garden Roof Assembly Supplier shall provide data and calculations, specific to the products being submitted, that verify that the Garden Roof Assembly specified meets the project criteria for storm water runoff volume and rate control.
    1. Calculations shall be based on actual testing for supplier's Garden Roof Assembly components to be used for the project including but not limited to the regionally specific growing media formulation and water retention/drainage materials.
    2. Calculations shall account for vegetated and un-vegetated portions of the roof as well as local climatic conditions including rainfall depth, intensity, duration, and timing.
  - (l) Garden Roof Assembly supplier shall provide data demonstrating that the composite C-factor and Curve Number parameters for the specified Garden Roof Assembly are less than or equal to those factors used in the engineering design and analysis for the projects drainage and storm water systems analysis.

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- (m) Growing Media Confinement System:
1. Submit current product quality assurance test data and independent laboratory test results indicating compliance with specified performance.
  2. Growing media and growing media confinement system shall be supplied by same manufacturer.
  3. Garden Roof Assembly Manufacturer will provide load calculations for growing media confinement system. All structural load calculations for the growing media confinement system shall be verified by the Project's structural engineer or architect.
  4. The attachment or anchoring of the growing media confinement system to the building structure shall be designed and verified by the Project's structural engineer as adequate for the application.

**519.05 Delivery, storage, and handling.**

- (a) Deliver materials in original unopened containers of packaging clearly labeled with manufacturer's name, brand name, and instructions for use, all identifying numbers, and U.L. labels.
- (b) Materials shall be stored in a neat, safe manner, not to exceed the allowable structural capacity of the storage area.
- (c) Store materials in a clean, dry area protected from water and direct sunlight.
- (d) Store all adhesives at temperatures between 60°F (15.5°C) and 80°F (26.6°C). If exposed to lower temperatures, restore materials to 60°F (15.5°C) minimum temperature before using.
- (e) Vegetation shall be handled and stored in accordance with the Garden Roof Assembly Manufacturer's recommendations and guidelines.

**519.06 Project Conditions.**

- (a) Application of the membrane shall not commence nor proceed during inclement weather. All surfaces to receive the membrane shall be free of water, dew, frost, snow and ice.
- (b) Application of membrane shall not commence nor proceed when the ambient temperature is below 0°F (17.7°C).
- (c) Preparation and application of membrane shall be conducted in well ventilated areas.
- (d) Over its service life, do not expose membrane or accessories to a constant temperature in excess of 180°F (82°C) (i.e., hot pipes and vents or direct steam venting, etc.).

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- (e) Adhesives contain petroleum distillates and are extremely flammable. Do not breathe vapors or use near an open fire. Do not use in confined areas without adequate ventilation. Consult container or packaging labels and Material Safety Data Sheets (MSDS) for specific safety information.
- (f) Do not allow waste products (petroleum, grease, oil, solvents, vegetable or mineral oil, animal fat, etc.) to come in contact with the roof membrane. Any exposure to foreign materials or chemical discharges shall be presented to membrane manufacturer for evaluation to determine any impact on the deck membrane assembly performance.
- (g) Condition of concrete deck for application of membrane. The entire deck and the sides of the curbs for a height of 2 inches above the plan thickness of Garden Roof Assemblies shall be free of all foreign material such as dirt, grease, old pavement and primer. All decks shall be sand blasted or shot blasted. Immediately prior to the application of primer or any type of membrane, all dust and loose material shall be removed. The deck condition will be approved by membrane manufacturer before application of membrane.
- (h) Contractor shall assure that adequate protection is provided after installation so other trades do not damage membrane.

**519.07 Inspection.**

- (a) The Waterproofing Contractor shall examine all surfaces to receive the waterproofing membrane to verify it is acceptable and proper for the application of the membrane.
- (b) The Waterproofing Contractor shall not proceed with the installation of the membrane assembly until all defects have been corrected.

**519.08 Preparation.**

- (a) All surfaces shall be dry, smooth, free of depressions, voids, protrusions, clean and free of unapproved curing compounds, form release agents and other surface contaminants.
  - 1. Cast in-place concrete/Composite deck: All concrete operations shall be performed in accordance with contract documents.
  - 2. Substrate cleaning
    - A. Thoroughly sweep the substrate which is to receive the roof membrane.
    - B. Substrate shall also be blown clean using an air compressor to remove any remaining loose debris.
    - C. If requested by the manufacturer, perform final check to determine if concrete has been properly cleaned by applying a test patch of membrane to the surface and check its adhesion.

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**519.09 Installation.**

- (a) Surface conditioner application (to concrete)
  - 1. Apply a surface conditioner as recommended by the manufacturer and in conformance with ASTM D41 only to concrete using a hand held sprayer evenly at a rate of 300 to 600 SF/gallon (7.4 - 14.7 m<sup>2</sup>/L) depending on surface texture. Surface conditioner shall "tan" the surface, not blacken it.
  - 2. Allow sufficient time for the surface conditioner to thoroughly dry prior to the membrane application.
- (b) Membrane preparation
  - A. The membrane shall be heated in double jacketed, oil bath or hot air melter with mechanical agitation, specifically designed for the preparation of a rubberized asphalt membrane.
  - B. Heat membrane until membrane can be drawn-free flowing at a temperature range between 350°F (176°C) and 375°F (190°C).
- (c) Detailing/Flashing
  - 1. All detailing and flashing shall be done in accordance with the manufacturer's standard guideline details.
  - 2. All detailing and flashing shall be completed before installing the membrane over the field of the substrate.
  - 3. Install membrane and fabric reinforcing at all joints per plan details prior to full membrane application.
- (d) Membrane Application
  - 1. Apply the rubberized asphalt membrane at a rate to provide a continuous, monolithic coat of 90 mil minimum (approximately 2.3 mm), into which is fully embedded a layer of the spunbonded polyester fabric reinforcing sheet, followed by another continuous monolithic coat of membrane at an average thickness of 125 mil (approx. 3.2 mm). Total membrane thickness is to be 215 mils average (approx. 5.5 mm), 180 mils minimum.
  - 2. Overlap fabric reinforcing sheet 1-2 inches (25.4 mm - 50.8 mm) with membrane between sheets.

**519.10 Separation/Protection Course Installation.**

- (a) Separation/Protection course shall be installed as follows:

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1. Embed the *Protection Course / Root Barrier Protection – at Landscape Areas* into the membrane while it is still hot to insure a good bond. Overlap adjoining sheet edges 4 inches (100 mm) and seal the laps with a propane torch.
2. Embed the *Protection Course – at Vehicular Traffic Areas* into the membrane while it is still hot to insure a good bond. Installation of a separation course is necessary in order to carry out the water test. Overlap adjoining sheet edges (dry) a minimum of 2 inch – 3 inch (50.8 mm - 76.2 mm) to insure complete coverage.

### 519.11 Membrane Integrity Test.

- (a) The roof area or portions thereof shall be leak tested by means of electronic testing or by ponding water at a minimum depth of 2 inches (50.8 mm) for a period of 48 hours to check the integrity of the membrane installation. If leaks are observed the water shall be drained completely and the membrane installation repaired.
- (b) In the event of excessive damage to the membrane assembly, electronic breach detection testing shall be required prior to the placement of subsequent overburden.

### 519.12 Drainage, Insulation, and Components Installation.

- (a) All Drainage, Geofoam and Components shall be installed outside of Vehicular Traffic Areas per manufacturer's requirements.
- (b) Insulation. Where specified, EPS Geofoam insulation shall be installed loose-laid in accordance with manufacturer's recommendations. Connector plates shall be used to restrain EPS Geofoam from moving laterally. A minimum of two plates for each 4'x8' section of EPS block shall be installed to minimize EPS Geofoam block to block movement during installation. Additional plates shall be utilized where multiple layers of EPS Geofoam are utilized as per manufacturer's recommendations.
- (c) Hydrodrain Air Layer: Install over the insulation with the filter fabric facing up and the 4 inch overlap of fabric up against the perimeter edge. This fabric overlap should be folded under the core along the perimeter edge. Overlap the 4 inch (100 mm) salvage edge of the geotextile fabric to adjoin sheets and hold in place with duct tape.
- (d) Gardendrain Moisture Panels: Install with holes through the dimples on top, over the Hydrodrain Air Layer. Adjacent panels shall be butt together or overlapped approximately 1 inch (25 mm). Cut to fit around penetrations, etc. with a heavy-duty utility knife or small toothed saw. Fill retention cups with Expanded Lightweight Aggregate.
- (e) Moisture Retention Mat: Where specified, a layer of Moisture Mat shall be installed over the root barrier (when no insulation is specified) or air layer/ insulation, lapping adjacent rolls a minimum of 4 inches (100 mm). The Moisture Mat shall be turned up all vertical, roofed/flushed surfaces a minimum of 6 inches (150 mm) beyond the anticipated soil level. Any excess shall be trimmed down to the level of the soil.

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- (f) Filter Fabric: Install over Gardendrain Moisture Panels, lapping adjacent rolls a minimum of 6 inches (150 mm). Enough material shall be left to be drawn up above the anticipated soil level. Any excess shall be trimmed down to the level of soil.

For slopes  $\geq 2:12$  and  $< 3:12$  (approx. 10 - 15°, 17 - 25%) filter fabric shall not be installed over the Gardendrain (only) throughout the field of the roof so that the growing media shall be placed directly into the cups. Filter fabric shall be laid at penetrations, terminations, etc.

- (g) Drainage/Soil Confinement System: Place on sloped surfaces per plan details and in accordance with manufacturer's recommendations.

### **519.13 Hard Scape / Accessory / Ballast Installation.**

- (a) All drains shall be fitted with inspection/maintenance boxes and grills, built up to ensure access at soil level.
- (b) Stone and / or landscape pavement shall be installed at all penetrations, and access hatches and as required for vegetation free zones and as walkway / maintenance paths as shown on the plans.

### **519.14 Growing Media Installation.**

- (a) Custom Growing Media Mix (soil) shall be placed carefully to avoid damage or displacement of other materials such as walls, paving, drainage components, filter fabric, and roofing membrane.
- (b) Soil shall be placed to within 1 inch greater than final grade or to a depth of no greater than 8 inches and compacted as described in herein. For final grades less than 8 inches only one round of compaction shall be performed and remaining soil loosely placed such that top of soil exceeds final grade by 1 inch. For final grades greater than 8 inches, place soil at no greater than 6 inches and repeat procedure until soil has been compacted within 1 inch of final grade.
- (c) Compaction shall be performed with a 200 – 300 lb. landscape roller or lightly compacted with a hand held mechanical compactor to achieve a 50 – 60 % compaction as determined by ASTM D1557.
- (d) After compaction remaining soil shall be placed at 1 inch greater than final grade and thoroughly watered or jetted over entire area. Low settled areas shall be filled with additional soil and re-wet to achieve uniform prescribed final grade.

### **519.15 Vegetation Installation.**

- (a) Vegetation planting shall be installed in accordance with Garden Roof Assembly manufacturer's recommendations.
- (b) Plant materials shall not be installed between the fall frost date and the following spring frost date. Contact Garden Roof Assembly manufacturer for fall and spring frost dates specific to the project and plant material type.

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- (c) Growing media shall be thoroughly watered and saturated immediately prior to installing new plant material.

**519.16 Vegetation Maintenance.**

- (a) Contractor shall maintain plantings in accordance with the Garden Roof Assembly manufacturer's Installation and Maintenance Guidelines. Contractor shall contact Garden Roof Assembly manufacturer for specific maintenance requirements.
- (b) Maintenance activities shall include, but are not limited to, the following:
  - 1. Periodic on-roof monitoring of vegetation
  - 2. Watering to maintain proper growing media moisture content (especially during periods of hot and dry weather)
  - 3. Weeding to remove unwanted vegetation from planted areas and vegetation free zones.
  - 4. Removal of debris
  - 5. Reporting and photo-documentation of progress of vegetation during maintenance and warranty period
- (c) Maintenance shall begin immediately after vegetation installation and shall continue through final acceptance and turn-over of the project to the owner.

**Schedule 10A  
 Applicable Standards And Specifications**

**1. APPLICABLE STANDARDS AND SPECIFICATIONS**

- a. Subject to Section 8.6 of the Project Agreement, the Developer shall comply with all Construction Standards, including (but, for certainty, not limited to) those listed in this Schedule.
- b. The standards are listed in this Schedule by technical discipline for convenience only and, accordingly, such listing shall not be interpreted as limiting the application of such standards only to the specified technical disciplines if they are also applicable to other technical disciplines.

Availability Legend

NS = Document not supplied with RFP

S = Document supplied with RFP

**Table 1 General Standards and Specifications**

Doc #	Document	Availability
<b>8</b>	<b>Project Administration</b>	
10A.8.01	29 CFR 1910, Federal Occupational Safety and Health Standards (General Industry)	NS
10A.8.02	CDOT Project Development Manual	NS
10A.8.03	CDOT Revisions to Project Development Manual	NS
10A.8.04	CDOT Workplace Safety Manual	NS
10A.8.05	FPA 101 Line Safety Code	NS
10A.8.06	International Organization for Standardization	NS
10A.8.07	National Institute of Standards and Technology	NS
10A.8.08	OSHA Standard Specifications	NS
<b>10.2</b>	<b>Maintenance of Traffic</b>	
10A.10.2.01	ATSSA Quality Guidelines for Work Zone Traffic Control Devices	NS
10A.10.2.02	CDOT Construction Detour Standards for Multi-use Trails	NS
10A.10.2.03	CDOT Guidelines for Developing Traffic Incident Management Plans for Work Zones	NS
10A.10.2.04	CDOT Region 1 Lane Closure Strategy	NS
10A.10.2.05	CDOT Safety Guide	NS
10A.10.2.06	CDOT Work Zone Safety and Mobility Rule Procedures Document	NS
10A.10.2.07	CDOT Work Zone Safety Booklet	NS

<b>Doc #</b>	<b>Document</b>	<b>Availability</b>
<b>10.3</b>	<b>ITS and Tolling Equipment</b>	
10A.10.3.01	AASHTO Guide for High-Occupancy Vehicle Facilities	NS
10A.10.3.02	AI/EIA/TA 568 A	NS
10A.10.3.03	ANSI/SCTE 77 Specifications for Underground Enclosure Integrity	NS
10A.10.3.04	CDOT ITS Standard Details	NS
10A.10.3.05	Electronic Industries Alliance	NS
10A.10.3.06	Institute of Electrical and Electronics Engineers	NS
10A.10.3.07	Insulated Cable Engineers Association	NS
10A.10.3.08	International Electrotechnical Commission	NS
10A.10.3.09	International Telecommunications Union	NS
10A.10.3.10	National Electrical Manufacturing Association Standards and Specifications	NS
10A.10.3.11	IEEE-C2 National Electric Safety Code	NS
10A.10.3.12	NFPA 70 National Electric Code	NS
10A.10.3.13	Rural Utilities Service	NS
10A.10.3.14	Telcordia Technologies	NS
10A.10.3.15	Telecommunications Industry Association	NS
<b>10.4</b>	<b>Utilities</b>	
10A.10.4.01	CCD Operating Rules of the Board of Water Commissioners	NS
10A.10.4.02	CCD Rules & Regulations for Governing Sewerage Charges and Fees and Management of Wastewater	NS
10A.10.4.03	CCD Sanitary Sewer Master Plan	NS
10A.10.4.04	CCD Sanitary Sewer Design Technical Criteria Manual	NS
10A.10.4.05	CCD Wastewater Standard Details	NS
10A.10.4.06	CDOT Utility Accommodation Code	NS
10A.10.4.07	CCD Utility Plan Review	NS
10A.10.4.08	Denver Water Engineering Standards including Materials Specifications and Standard Drawings	NS
10A.10.4.09	Denver Water Capital Projects Construction Standards Volumes I, II, and III	NS
10A.10.4.10	Denver Water Plan Review Guidelines	NS

<b>Doc #</b>	<b>Document</b>	<b>Availability</b>
10A.10.4.11	Wastewater Capital Projects Management Standard Construction Specifications	NS
10A.10.4.12	Wastewater Standard Detail Drawings	NS
10A.10.4.13	Metro Wastewater Reclamation District Rules and Regulations	NS
10A.10.4.14	Metro Engineering Standards	NS
<b>10.5</b>	<b>Survey</b>	
10A.10.5.01	CCD Address Assignment Card Entrance Requirements	NS
10A.10.5.02	CCD Easement Relinquishment Entrance Requirements	NS
10A.10.5.03	CCD Guidelines and Requirements for Range Points	NS
10A.10.5.04	CCD Guidelines for Survey Control for Design of City Project	NS
10A.10.5.05	CDOT Survey Manual	NS
<b>10.6</b>	<b>Roadway Pavements</b>	
10A.10.6.01	CCD Approved Concrete Mix Designs	NS
10A.10.6.02	CCD Approved List of HMAP Asphalt Mix Designs	NS
10A.10.6.03	CDOT Field Materials Manual	NS
10A.10.6.04	CDOT Laboratory Manual of Test Procedures	NS
10A.10.6.05	CDOT M-E Pavement Design Manual	NS
10A.10.6.06	CDOT Pavement Design Manual	NS
10A.10.6.07	CDOT Field Studies Guidelines	NS
10A.10.6.08	Metropolitan Government Pavement Engineers Council Pavement Design Standards and Construction Specifications	NS
<b>10.8</b>	<b>Drainage</b>	
10A.10.8.01	CCD Construction Activities Stormwater Discharge Permit	NS
10A.10.8.02	CCD Construction Activities Stormwater Manual	NS
10A.10.8.03	CCD Storm Drainage Design & Technical Criteria	NS
10A.10.8.04	CCD Storm Drainage Master Plan	NS
10A.10.8.05	CCD Underground Water Quality Devices	NS
10A.10.8.06	CDOT Detour Drainage Structure Design Procedure	NS
10A.10.8.07	CDOT Drainage Design Manual	NS
10A.10.8.08	CDOT Erosion Control & Stormwater Quality Guide	NS

Doc #	Document	Availability
10A.10.8.09	CDOT SWMP Template for Project with 1 Acre or More of Disturbance	NS
10A.10.8.10	CDOT Municipal Separate Storm Sewer (MS4) NPDES Permit	NS
10A.10.8.11	CDOT New Development & Redevelopment Interim Program Guidance as of 3/10/2015	S
10A.10.8.12	CDOT Pipe Material Selection Policy Guide	NS
10A.10.8.13	FEMA Applicable guidelines for LOMR/CLOMR	NS
10A.10.8.14	FEMA Flood Insurance Rate Map	NS
10A.10.8.15	FEMA Flood insurance Study, City and County of Denver, Colorado Volume 1 and 2 (080046V001B)	NS
10A.10.8.16	FHWA HDS No. 5, Hydraulic Design of Highway Culverts	NS
10A.10.8.17	FHWA HEC-11, Design of Riprap Revetment	NS
10A.10.8.18	FHWA HEC-12-Drainage of Highway Pavements	NS
10A.10.8.19	FHWA HEC-13, Hydraulic Design of Improved Inlets for Culverts	NS
10A.10.8.20	FHWA HEC-14, Hydraulic Design of Energy Dissipaters for Culverts and Channels	NS
10A.10.8.21	FHWA HEC-15, Design of Roadside Channels with Flexible Linings	NS
10A.10.8.22	FHWA HEC-18, Evaluating Scour at Bridges	NS
10A.10.8.23	FHWA HEC-20, Stream Stability at Highway Structures	NS
10A.10.8.24	FHWA HEC-21, Design of Bridge Deck Drainage	NS
10A.10.8.25	FHWA HEC-22, Urban Drainage Design Manual	NS
10A.10.8.26	FHWA HEC-23, Bridge Scour and Stream Instability Countermeasures Experience, Selection, and Design Guidance Volume 1 & Volume 2	NS
10A.10.8.27	FHWA HEC-24, Highway Stormwater Pump Station Design	NS
10A.10.8.28	UDFCD Design of Low Tailwater Riprap Basins for Storm Sewer Pipe Outlets	NS
10A.10.8.29	UDFCD Urban Storm Drainage Criteria Manual	NS
10A.10.8.30	UDFCD Flood Hazard Area Delineation	NS
10A.10.8.31	UDFCD Major Drainageway Planning Studies	NS
10A.10.8.32	UDFCD Outfall System Planning Studies	NS
<b>10.9</b>	<b>Roadway</b>	
10A.10.9.01	AASHTO A Policy on Design Standards Interstate System	NS
10A.10.9.02	AASHTO A Policy on Geometric Design of Highways and Streets	NS

Doc #	Document	Availability
10A.10.9.03	AASHTO Guide for Development of New Bicycle Facilities	NS
10A.10.9.04	AASHTO Roadside Design Guide	NS
10A.10.9.05	AASHTO Standard Specifications	NS
10A.10.9.06	ADA Accessibility Guidelines	NS
10A.10.9.07	ADA Standards for Accessible Design	NS
10A.10.9.08	ADA Standards for Transportation Facilities	NS
10A.10.9.09	ADA Accessibility Guidelines for Buildings and Facilities	NS
10A.10.9.10	CCD Rules & Regulations for Criteria for Hazardous or Defective Sidewalks	NS
10A.10.9.11	CCD Rules & Regulations for Encroachments in the Public Right of Way	NS
10A.10.9.12	CCD Rules & Regulations for Governing Street Cuts and Roadway Excavation Specifications	NS
10A.10.9.13	CCD Rules & Regulations for Sidewalk and Curb Ramp Construction	NS
10A.10.9.14	CCD Rules & Regulations for Standard Right-of-Way Cross Sections and Utility Locations	NS
10A.10.9.15	CCD Rules & Regulations for the Construction of Curbs, Gutters, Sidewalks, Driveways, Street Paving, and other Public Right-of-Way Improvements	NS
10A.10.9.16	CCD Rules & Regulations Pertaining to the Issuance of Permits by the City Traffic Engineer	NS
10A.10.9.17	CCD Transportation Standards and Details for Engineering Division	NS
10A.10.9.18	CCD Transportation Engineering Plan Review Submittal Requirements	NS
10A.10.9.19	CCD Streetscape Design Manual	NS
10A.10.9.20	CCD Amendments to the Building Code for the City and County of Denver	NS
10A.10.9.21	CCD Capital Project Engineering Plans (CPEP) Review Submittal Checklist	NS
10A.10.9.22	CCD Construction Detour Standards for Bikeways and Multi-Use Trails	S
10A.10.9.23	CDOT CADD Manual	NS
10A.10.9.24	CDOT Construction Manual	NS
10A.10.9.25	CDOT Drafting Standards	NS
10A.10.9.26	CDOT Roadway Design Guide	NS
10A.10.9.27	CDOT Standard Plans, M & S Standards	NS
10A.10.9.28	CDOT Standard Specifications for Road and Bridge Construction	NS
10A.10.9.29	CDOT Urban Design Manual	NS

Doc #	Document	Availability
10A.10.9.30	CDOT State Highway Access Code	NS
<b>10.10</b>	<b>Railroads</b>	
10A.10.10.01	BNSF Railway – UPRR Guidelines for Railroad Grade Separation Projects	NS
10A.10.10.02	UPRR Guidelines for Preparation of Bridge Demolition and Removal Plan for Structures over Railroad	NS
<b>10.11</b>	<b>Signing, Pavement Markings, Signalization, and Lighting</b>	
10A.10.11.01	AI RP-8-00 Illumination Engineering Society of North America	NS
10A.10.11.02	CCD Traffic Signal and Sign & Markings Standards	NS
10A.10.11.03	CCD Street Lighting/Pedestrian Lighting, Design and Review Guidelines	NS
10A.10.11.04	CCD All-Dielectric Loose Tube Fiber Optic Cable	S
10A.10.11.05	CDOT Guide Sign Policy Manual	NS
10A.10.11.06	CDOT Lighting Design Guide	NS
10A.10.11.07	CDOT Retroreflective Sheeting Materials Guide	NS
10A.10.11.08	CDOT Sign Design Manual	NS
10A.10.11.09	CDOT Supplement to Standard Highway Signs	NS
10A.10.11.10	FHWA Manual on Uniform Traffic Control Devices	NS
10A.10.11.11	FHWA Standard Sign	NS
10A.10.11.12	Transportation Research Board Highway Capacity Manual	NS
10A.10.11.13	Xcel Energy Outdoor Lighting Manual	S
<b>10.12</b>	<b>Cover MEP System</b>	
10A.10.12.01	AMCA 250, Laboratory Methods of Testing Jet Tunnel Fans for Performance	NS
10A.10.12.02	AMCA 300 Reverberant Room Method for Sound Testing	NS
10A.10.12.03	ANSI/IESNA RP-22-11 Tunnel Lighting	NS
10A.10.12.04	ANSI/UL 2196 Tests for Fire Resistive Cables	NS
10A.10.12.05	ASHRAE LV-11-C076: Impact of Tunnel Ventilation on Tunnel Fixed Fire Suppression System.	NS
10A.10.12.06	ASHRAE LV-11-C077: Advanced Analysis Techniques in the Design of Longitudinal Tunnel Ventilation System Using Jet Fans	NS
10A.10.12.07	ASHRAE LV-11-C078: Assessing the Impact Fire Heat Release Rate has on Infrastructure Design and Constructability of Rail and Road Tunnels Ventilation Systems	NS
10A.10.12.08	ASHRAE OR-05-15-3: Investigation of Effectiveness of Emergency Ventilation Strategies in the Event of Fires in Road Tunnels	NS

Doc #	Document	Availability
10A.10.12.09	ASHRAE standards	NS
10A.10.12.10	ASTM E 119, Standard test Methods for Fire Tests of Building Construction and Materials	NS
10A.10.12.11	ASTM E 136, Standard test method for behavior of materials in a vertical tube furnace at 750°C	NS
10A.10.12.12	ASTM E 2652 Standard test method for behavior of materials in a tube furnace with a cone-shaped airflow stabilizer at 750°C	NS
10A.10.12.13	CIE 088 Guide for the Lighting of Road Tunnels and Underpasses	NS
10A.10.12.14	CIE 88. Guide for the Lighting of Road Tunnels and Underpasses.	NS
10A.10.12.15	Engineering Guidance for Water Based Fire Fighting Systems for a comprehensive evaluation of tunnels with fixed firefighting systems, scientific report of the SOLIT research project, prepared by the SOLIT consortium	NS
10A.10.12.16	Engineering Guidance for Water Based Fire Fighting Systems for a comprehensive evaluation of tunnels with fixed firefighting systems, Scientific report of the SOLIT research project, prepared by the SOLIT consortium	NS
10A.10.12.17	FHWA Road Tunnel Design Guidelines	NS
10A.10.12.18	FHWA Systems Engineering Guidebook for Intelligent Transportation Systems	NS
10A.10.12.19	FT4/IEEE 1202 Standard for Flame Propagation Testing of Wire and Cable	NS
10A.10.12.20	IEC 61508 Functional safety of electrical/electronic/programmable electronic safety-related systems	NS
10A.10.12.21	IEC61508 Functional safety of electrical/electronic/ programmable electronic safety – related systems	NS
10A.10.12.22	IESNA LM 79 Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products	NS
10A.10.12.23	IESNA LM 80 Approved Method: Measuring Lumen Maintenance of LED Light Sources + Addendum A	NS
10A.10.12.24	IESNA TM-21 Projecting Long Term Maintenance of LED Light Sources	NS
10A.10.12.25	ISO 1182 Reaction to fire tests for building and transport products - Non-combustibility tests	NS
10A.10.12.26	ISO/IEC 27001 Information technology -- Security techniques -- Information security management systems – Requirements	NS
10A.10.12.27	ISO/TR 13387 Part 1 Fire Safety Engineering. Application of fire performance concepts to design objectives	NS
10A.10.12.28	ISO/TR 13387 Part 2 Fire Safety Engineering. Design Fire Scenarios and Design Fires	NS
10A.10.12.29	ISO/TR 13387 Part 3 Fire Safety Engineering	NS
10A.10.12.30	ISO/TR 13387 Part 3 Fire Safety Engineering. Assessment and Verification of mathematical fire models	NS
10A.10.12.31	ISO/TR 13387 Part 4 Fire Safety Engineering. Initiation and development of fire and generation of fire effluents	NS
10A.10.12.32	ISO/TR 13387 Part 5 Fire Safety Engineering. Movement of fire effluents	NS
10A.10.12.33	ISO/TR 13387 Part 6 Fire Safety Engineering. Structural Response and fire spread beyond the enclosure of origin	NS

Doc #	Document	Availability
10A.10.12.34	ISO/TR 13387 Part 7 Fire Safety Engineering. Detection, Activation and Suppression	NS
10A.10.12.35	ISO/TR 13387 Part 8 Fire Safety Engineering. Life safety- occupant behavior, location and condition	NS
10A.10.12.36	MIL-C-24643 General Specification for Cable and Cords, Electrical, Low Smoke, for Shipboard Use	NS
10A.10.12.37	NFPA 1 Fire Code	NS
10A.10.12.38	NFPA 10 Standard for Portable Fire Extinguishers	NS
10A.10.12.39	NFPA 13 Standard for the installation of Sprinkler Systems	NS
10A.10.12.40	NFPA 14 Standard for the installation of standpipe and hose systems	NS
10A.10.12.41	NFPA 15 Standard for Water Spray Fixed Systems for Fire Protection	NS
10A.10.12.42	NFPA 18 Standard on Wetting Agents	NS
10A.10.12.43	NFPA 20 Standard for the installation of stationary pumps for fire protection	NS
10A.10.12.44	NFPA 22 Standard for Water Tanks for private Fire protection	NS
10A.10.12.45	NFPA 24 Standard for the installation of private fire service mains and the appurtenances	NS
10A.10.12.46	NFPA 25 Standard for Inspection, Testing, and Maintenance of Water-Based Fire protection Systems	NS
10A.10.12.47	NFPA 72 National Fire Alarm and Signaling Code	NS
10A.10.12.48	NFPA 80 Standard for Fire Doors and Other Opening Protectives	NS
10A.10.12.49	NFPA 92 Standard for Smoke Control Systems	NS
10A.10.12.50	NFPA 101 Life Safety Code	NS
10A.10.12.51	NFPA 110 Standard for Emergency and Standby Power Systems	NS
10A.10.12.52	NFPA 111 Standard on Stored Electrical Energy Emergency and Standby Power Systems	NS
10A.10.12.53	NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations	NS
10A.10.12.54	NFPA 262 Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces	NS
10A.10.12.55	NFPA 502 Standard for Roads, Tunnels, Bridges, and Other Limited Access Highways	NS
10A.10.12.56	NFPA 750 Standard on Water Mist Fire Protection Systems	NS
10A.10.12.57	NFPA 820 Standard for Fire Protection in Wastewater Treatment and Collection Facilities	NS
10A.10.12.58	NFPA 1561 Standard on Emergency Services Incident Management	NS
10A.10.12.59	NFPA 1963 Standard for fire hose connections	NS
10A.10.12.60	PIARC 2008 R07. Road Tunnels: An Assessment of fixed firefighting systems and any such update, replacements or revisions published in the period before the completion of the design	NS

Doc #	Document	Availability
10A.10.12.61	PIARC 2008 R07. Road Tunnels: An Assessment of fixed firefighting systems (or any update, revision or replacement document published)	NS
10A.10.12.62	UL Subject 1724 Outline of Investigation for Fire Tests for Electrical Circuit Protective Systems	NS
<b>10.13</b>	<b>Structures</b>	
10A.10.13.01	AASHTO Guide Design Specifications for Bridge Temporary Works	NS
10A.10.13.02	AASHTO Guide Specifications for Design and Construction of Segmental Concrete Bridges	NS
10A.10.13.03	AASHTO Interim Mechanistic Empirical Pavement Design Guide Manual of Practice	NS
10A.10.13.04	AASHTO LRFD Bridge Construction Specifications	NS
10A.10.13.05	AASHTO LRFD Bridge Design Specifications	NS
10A.10.13.06	AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges	NS
10A.10.13.07	AASHTO Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals	NS
10A.10.13.08	AASHTO Manual for Bridge Evaluation	NS
10A.10.13.09	AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals	NS
10A.10.13.10	AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing	NS
10A.10.13.11	AASHTO Steel Bridge Fabrication Guide Specification	NS
10A.10.13.12	AASHTO Technical Manual for Design and Construction of Road Tunnels – Civil Elements	NS
10A.10.13.13	AASHTO/AWS D1.5 M/D 1.5, Bridge Welding Code	NS
10A.10.13.14	AASHTO/NSBA Shop Detail Drawing Review/Approval Guidelines	NS
10A.10.13.15	AREMA Manual for Railway Engineering	NS
10A.10.13.16	ASTM American Society for Testing and Materials	NS
10A.10.13.17	ASTM D-1143	NS
10A.10.13.18	ASTM D-3996	NS
10A.10.13.19	ASTM Standard Specification Manual	NS
10A.10.13.20	CDOT Bridge Design Manual	NS
10A.10.13.21	CDOT Bridge Detail Manual	NS
10A.10.13.22	CDOT Bridge Fabrication Inspection Manual	NS
10A.10.13.23	CDOT Bridge Rating Manual	NS
10A.10.13.24	CDOT Bridge Technical Memorandums	NS

Doc #	Document	Availability
10A.10.13.25	CDOT Structural Worksheets	NS
10A.10.13.26	FHWA DP-90-068, Permanent Ground Anchors, Volume 1, Final Report	NS
10A.10.13.27	FHWA HI-95-038 Geosynthetic Design and Construction Guidelines	NS
10A.10.13.28	FHWA IF-99-015 Geotechnical Engineering Circular No. 4 – Ground Anchors and Anchored Systems	NS
10A.10.13.29	FHWA NHI-00-043 Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and Construction Guidelines	NS
10A.10.13.30	FHWA NHI-09-087 Corrosion/Degradation of Soil Reinforcements for Mechanically Stabilized Earth Walls and Reinforced Soil Slopes	NS
10A.10.13.31	FHWA NHI-14-067 Geotechnical Engineering Circular No. 7 – Soil Nail Walls	NS
10A.10.13.32	FHWA NHS-10-024 and Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, Volume I	NS
10A.10.13.33	FHWA NHS-10-025 and Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes, Volume II	NS
10A.10.13.34	FHWA RD-73-93, Analysis and Design Problems in Modeling Slurry Wall Construction	NS
10A.10.13.35	FHWA RD-80-047, Slurry Walls as an Integral Part of Underground Transportation Structures	NS
10A.10.13.36	FHWA RD-82-046, Tiebacks, Executive Summary	NS
10A.10.13.37	FHWA RD-82-047, Tiebacks	NS
10A.10.13.38	FHWA RD-89-93, Soil Nailing for Stabilization of Highway Slopes and Excavations	NS
10A.10.13.39	FHWA RD-92-004, Drilled Shafts for Bridge Foundations	NS
10A.10.13.40	FHWA SA-00-043, Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and Construction Guidelines	NS
10A.10.13.41	FHWA SA-93-068, Soil Nail Field Inspectors Manual – Soil Nail Walls	NS
10A.10.13.42	FHWA SA-96-069R Manual for the Design & Construction Monitoring of Soil Nail Walls	NS
10A.10.13.43	International Building Code	NS
10A.10.13.44	NCHRP Report 402, Fatigue Design of Modular Bridge Expansion Joints, Appendix A & Appendix B	NS
10A.10.13.45	NCHRP Report 483: Bridge Life-Cycle Cost Analysis	NS
10A.10.13.46	National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650	NS
<b>10.14</b>	<b>Landscaping and Aesthetics</b>	
10A.10.14.01	CCD Denver Parks + Recreation Planning, Design + Construction Standards	NS
10A.10.14.02	Approved Street Tree List for Denver's Public Rights-of-way	NS
10A.10.14.03	CDOT Landscape Architecture Manual	NS
10A.10.14.04	Denver Public School Design and Construction Standards	NS

Doc #	Document	Availability
10A.10.14.05	AI Z60.1, American Standards for Nursery Stock	NS
<b>14</b>	<b>Strategic Communications</b>	
10A.14.01	CDOT The Colorado Brand Guidelines	NS
<b>17</b>	<b>Environmental Requirements</b>	
10A.17.01	CDOT Functional Assessment of Colorado Wetlands (FACWet) methodology	NS
10A.17.02	CDOT Wetland Program Book	NS
10A.17.03	CDOT Checklist for Wetland Finding and Wetland Finding Amendments	NS
10A.17.04	CDOT Noise Analysis and Abatement Guidelines	NS
10A.17.05	CDOT Traffic Noise Model User's Guide for Colorado DOT Projects	NS
10A.17.06	CDOT Noise Program Book	NS
10A.17.07	CDOT Impacted Black-Tailed Prairie Dog Policy	NS
10A.17.08	CDOT Environmental Stewardship Guide	NS
10A.17.09	CDOT NEPA Manual	NS
10A.17.10	CDOT Reevaluation Form No. 1399	NS
10A.17.11	CDOT Guidelines for Senate Bill 40 Wildlife Certification	NS
10A.17.12	CDOT Guidance for Filling Out CDOT Form 1399	NS
10A.17.13	CDOT Air Quality Monitoring Plan Template	NS
10A.17.14	CDOT Air Quality Monitoring, Maintenance, and Mitigation Template	NS
10A.17.15	CDOT Procedures for Hazardous Material Spills that Occur on State and Federal Highways Within Colorado as a Result of a Highway Transportation Incident	NS
10A.17.16	Colorado Weed Management Guide	NS
10A.17.17	Approved Street Tree List for Denver's Public Rights-of-way	NS
10A.17.18	FHWA Highway Construction Noise Handbook	NS
10A.17.19	FHWA Highway Traffic Noise: Analysis and Abatement Guidance	NS
10A.17.20	National Arbor Association Ref. 1. Pruning Standards for Shade Trees	NS
10A.17.21	USACE Wetland Delineation Manual	NS
<b>18</b>	<b>Right-of-Way</b>	
10A.18.01	23 CFR 645 Utilities & 23 CFR 646 Railroads	NS

<b>Doc #</b>	<b>Document</b>	<b>Availability</b>
10A.18.02	23 CFR 710.313	NS
10A.18.03	23 CFR 711 & 23 CFR 774	NS
10A.18.04	CDOT Right of Way Manual	NS
10A.18.05	CFR sec. 650.101 through 650.209, Code of Federal Regulations	NS
10A.18.06	CRS 24-56-101, The Colorado Relocation Assistance and Land Acquisition Policy, et seq. as supplemented	NS
10A.18.07	Federal Register, Proposed Rules, December 21, 1992	NS
10A.18.08	The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended	NS
10A.18.09	United States Access Board, Revised Draft Guidelines for Accessible Public Rights-of-Way	NS

**2. APPENDICES**

Appendix A Modifications to CDOT Standard Specifications

**Appendix A**  
**Modifications to CDOT Standard Specifications**

**1. General**

- 1.1** This Appendix sets forth modifications to the CDOT *Standard Specifications for Road and Bridge Construction* ("CDOT Standard Specifications"), the Standard Special Provisions applicable to the Project and the Project Special Provisions. For certainty, the CDOT Standard Specifications, the Standard Special Provisions and the Project Special Provisions (each, as so modified) are Construction Standards for the purposes of the definition thereof in Part A of Annex A (Definitions and Abbreviations) to the Project Agreement. The provisions of Sections 1.2 to 1.11 of this Appendix shall also apply to:
- a. the Standard Special Provisions, as if the references to "the CDOT Standard Specifications" in such Sections were references to "the Standard Special Provisions"; and
  - b. the Project Special Provisions, as if the references to "the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix)" in such Sections were references to "the Project Special Provisions".
- 1.2** All references to "the Contractor" and "the Contract" in the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) shall be deemed to be references to "the Developer" and "this Agreement", respectively.
- 1.3** Subject to Sections 1.4, 1.5, 1.6, 1.8 and 1.9 of this Appendix, all references to "Engineer" in the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) shall be deemed to be references to the Developer, unless the context requires or the Department determines otherwise.
- 1.4** When the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) describe actions, materials, means or methods that are required and that are qualified by phrases such as: "as directed by the Engineer", "when directed by the Engineer", "as determined by the Engineer", "with or without permission of the Engineer", "in the opinion of the Engineer", "unless authorized by the Engineer", "satisfactory to the Engineer", "as approved by the Engineer", or "unless another type is specified or is permitted with approval of the Engineer", such phrases shall be disregarded.
- 1.5** When the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) refer to "Resident Engineer", "Agricultural Engineer", "Bridge, Construction or Maintenance Engineer", "TMC system inspector", "Concrete Engineer", "Project Engineer", "Materials Engineer", "Commissioner", "Structural Metals Engineer", "Department's Lighting Engineer", "Geotechnical Engineer" or any other specific Department special engineer, such references shall be deemed to be references to "the Department".
- 1.6** When the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) require an approval, acceptance, consent, approval or like assent of the Engineer or the Department for the use of alternative or substituted processes or components, references to "the Engineer" shall be disregarded.
- 1.7** If the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) require an approval, acceptance, consent, approval or like assent of any correction or repair that deviates from the requirements of the Project Agreement, such Approval, Acceptance, consent, approval or like assent must be given by the Department.
- 1.8** When the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) provide that reports, records or other documents shall be submitted to the Department or to the Engineer, such reports shall be required to be submitted to the Department only, unless stated otherwise.
- 1.9** When the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) require actions, materials, means or methods that are "either as indicated

in the Plans or as designated by the Engineer”, the phrase “or as designated by the Engineer” shall be disregarded.

- 1.10** When the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix) require any approvals, acceptances, consents, approvals or like assent to be given by the Department or the State, any references to the State shall be disregarded.
- 1.11** Sections 2.1 and 2.2 of the Project Agreement apply to the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix), which shall be interpreted in accordance with such Sections as if the references in such Sections to “this Agreement” were references to “the CDOT Standard Specifications (as incorporated into the Project Agreement by the terms of this Appendix)”.
- 1.12** If there is any conflict, ambiguity or inconsistency between or among:
- a. any provision(s) of the Construction Standards and any provision(s) of the Project Agreement (including the Schedules), Section 2.4 of the Project Agreement shall apply; and
  - b. any provision(s) of the Construction Standards, the order of precedence set out in Section 105.09 of the CDOT Standard Specifications shall apply.

## **2. Division 100 of the CDOT Standard Specifications**

Division 100 of the CDOT Standard Specifications is not incorporated into the Project Agreement by this Appendix except to the extent expressly specified in this Section 2, provided that (a) any method of measurement and payment related (including price adjustment) provisions shall not be incorporated into the Project Agreement and (b) any provision that refers to another provision of Division 100 that is not specified in this Section 2 shall not be incorporated into the Project Agreement.

101 – Definitions and Terms

102.10 – Material Guaranty

104.05 – Rights in and Use of Materials Found on the Work

105.02 – Plans, Shop Drawings, Working Drawings, Other Submittals and Construction

105.03 – Conformity to the Contract (first paragraph only)

105.07 – Conformity to Roadway Smoothness Criteria of HMA

105.08 – Conformity to Roadway Smoothness Criteria of Portland Cement Concrete Pavement

105.09 – Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions (order of precedence only)

105.18 – Load Restrictions

106.01 – Source of Supply and Quality Requirements

106.02 (b) – Materials Sources

106.03 – Samples, Tests, Cited Specifications (other than the final sentence)

106.04 – Qualifications of Testing Personnel and Laboratories

106.05 – Sampling and Testing of Hot Mix Asphalt

106.06 – Sampling and Testing of Portland Cement Concrete Paving

106.07 – Material Inspection at Plant

106.08 – Storage of Materials

106.09 – Handling Materials

- 107.06 – Safety, Health, and Sanitation Provisions
- 107.11 – Use of Explosives
- 107.12 - Protection and Restoration of Property and Landscape
- 107.17 – Contractor’s Responsibility for Work (first and final paragraphs only)
- 107.23 – Archaeology and Paleontological Discoveries
- 107.25 – Water Quality Control (other than Section 107.25(b)(2))
- 108.07 – Workplace Violence

**3. DIVISIONS 200 TO 700 OF THE CDOT STANDARD SPECIFICATIONS**

Divisions 200 through 700 are incorporated by reference into the Project Agreement except (1) as otherwise provided in the Project Agreement and (2) in Divisions 200 through 600, any method of measurement and payment related (including price adjustment) provisions shall not be incorporated into the Project Agreement. Any reference to a specific section of Divisions 200 to 700 in this Schedule 10 shall be deemed to be a reference to that section as modified by this Appendix and any other part of Schedule 10 where that section is modified.

**4. CDOT STANDARD SPECIAL PROVISIONS**

The Standard Special Provisions listed below are incorporated by reference into the Project Agreement as revisions to the CDOT Standard Specifications provided that:

- a. in the case of the Standard Special Provisions listed that revise provisions of Division 100 of the CDOT Standard Specifications, such Standard Special Provisions shall only be incorporated by reference into the Project Agreement to the extent that they make revisions to provisions of Division 100 of the CDOT Standard Specifications that are incorporated into the Project Agreement pursuant to Section 2 of this Appendix; and
- b. any method of measurement and payment related (including price adjustment) provisions included in the Standard Special Provisions listed shall not be incorporated into the Project Agreement.

**STANDARD SPECIAL PROVISIONS**

	<u>Date</u>	<u>No. of Pages</u>
Revision of Section 101 and 630 – Construction Zone Traffic Control	(April 30, 2015)	2
Revision of Section 105 – Contractor Submittals Traffic Signal Pedestal Pole	(Feb 3, 2011)	1
Revision of Section 105 – Hot Mix Asphalt Pavement Smoothness	(May 8, 2014)	7
Revision of Section 105 – Portland Cement Concrete Pavement Smoothness	(May 8, 2014)	1
Revision of Section 105 and 106 – Conformity To the Contract for HMA (Voids Acceptance)	(Jan 15, 2015)	10
Revision of Sections 105, 106, 412, 601 and 709 - Conformity to the Contract of PCCP and Dowel Bars and Tie Bars for Joints	(April 30, 2015)	24
Revision of Section 106 – Hot Mix Asphalt – Verification Testing	(July 29, 2011)	2
Revision of Section 106 – Material Sources	(Oct 31, 2013)	1
Revision of Section 106 – Supplier List	(Jan 30, 2014)	1

	<u>Date</u>	<u>No. of Pages</u>
Revision of Sections 106 and 412 – Surface Texture of Portland Cement Concrete	(Oct 29, 2015)	3
Revision of Section 107 – Warning Lights for Work Vehicles and Equipment	(Jan 30, 2014)	1
Revision of Section 203 – Imported Material for Embankment	(Feb 3, 2011)	2
Revision of section 203, 206, 304, and 613 – Compaction	(Jul 19, 2012)	2
Revision of Section 206 – Imported Material for Structure Backfill	(Jul 19, 2012)	2
Revision of Section 206 – Structure Backfill (Flowfill)	(Apr 26, 2012)	2
Revision of Section 206 – Structure Backfill at Bridge Abutments	(Jan 30, 2014)	1
Revision of Sections 206 and 601 – Maturity Meters and Concrete Form and Falsework Removal	(Dec 18, 2015)	3
Revision of Sections 206 and 601 – Backfilling Structures that Support Lateral Earth Pressures	(Jul 29, 2011)	1
Revision of Section 208 – Aggregate Bag	(Jan 31, 2013)	1
Revision of Section 208 – Erosion Control Supervisor	(Apr 30, 2015)	1
Revision of Section 208 – Erosion Log	(Jan 31, 2013)	1
Revision of Section 212 – Seed	(Apr 26, 2012)	1
Revision of Section 213 – Mulching	(Jan 31, 2013)	4
Revision of Section 216 – Soil Retention Covering	(July 16, 2015)	6
Revision of Section 250 – Environmental, Health, and Safety Management	(Jan 15, 2015))	14
Revision of Sections 304 and 703 – Aggregate Base Course (RAP)	(Oct 31, 2013)	1
Revision of Section 401 – Compaction of Hot Mix Asphalt	(Apr 26, 2012)	1
Revision of Section 401 – Compaction Pavement Test Section (CTS)	(Jul 19, 2012)	1
Revision of Section 401 – Composition of Mixtures – Voids Acceptance	(Feb 3, 2011)	1
Revision of Section 401 – Plant Mix Pavements	(Feb 3, 2011)	1
Revision of Section 401 – Reclaimed Asphalt Pavement	(May 2, 2013)	2
Revision of Section 401 – Temperature Segregation	(Feb 3, 2011)	1
Revision of Section 401 – Tolerances for Hot Mix Asphalt (Voids	(Jan 6, 2012)	1

	<u>Date</u>	<u>No. of Pages</u>
Acceptance)		
Revision of Sections 401 and 412 – Safety Edge	(May 2, 2013)	2
Revision of Sections 412 – Portland Cement Concrete Pavement Finishing	(Feb 3, 2011)	1
Revision of Sections 412, 601, and 711 – Liquid Membrane-Forming Compounds for Curing Concrete	(May 5, 2011)	1
Revision of Sections 412 and 705 – Preformed Compression Seals	(Feb 3, 2011)	2
Revision of Section 504 – Concrete Block Facing MSE Wall	(Feb 3, 2011)	13
Revision of Section 504 – Concrete Panel Facing MSE Wall	(Feb 3, 2011)	12
Revision of Section 507 - Grouted Riprap Slope and Ditch Paving	(Nov 6, 2014)	1
Revision of Sections 507, 601, and 606 – Macro Fiber-Reinforced Concrete	(May 2, 2013)	1
Revision of Section 510 – Structural Plate Structures	(Feb 3, 2011)	1
Revision of Section 512 – Bearing Device Testing	(Nov 6, 2014)	1
Revision of Section 518 – Bridge Expansion Device	(Oct 31, 2013)	1
Revision of Section 601 Class H and HT Bridge Deck Concrete	(May 16, 2013)	4
Revision of Section 601 – Concrete Batching	(Feb 3, 2011)	1
Revision of Section 601 – Concrete Finishing	(Feb 3, 2011)	1
Revision of Section 601 – Concrete Slump Acceptance	(October 29, 2015)	1
Revision of Section 601 – Depositing Concrete Under Water	(May 2, 2013)	1
Revision of Section 601 – Fiber-Reinforced Concrete	(May 2, 2013)	1
Revision of Section 601 – QC Testing Requirements for Structural Concrete	(May 8, 2014)	1
Revision of Section 601 – Structural Concrete Strength Acceptance	(April 30, 2015)	1
Revision of Section 601 – Cements and Pozzolans	(Nov 6, 2014)	4
Revision of Section 603 – Culvert Pipe Inspection	(Oct 2, 2014)	1
Revision of Section 603, 624, 705, 707, and 712 – Drainage Pipe	(April 30, 2015)	3
Revision of Section 612 – Delineators	(Feb 3, 2011)	1
Revision of Section 612 – Flexible Delineators	(Jul 19, 2012)	1
Revision of Sections 613 and 715 – LED Roadway Luminaire	(Jan 30, 2014)	5
Revision of Section 614 – Accessible Pedestrian Signal	(Nov 1, 2012)	3
Revision of Section 614 – Blank Out Sign (LED) (Speed Radar)	(Dec 29, 2011)	6
Revision of Section 614 – Pedestrian Push Button Assembly	(Jul 19, 2012)	1
Revision of Section 618 – Prestressed Concrete	(Apr 26, 2012)	24

	<u>Date</u>	<u>No. of Pages</u>
Revision of Section 620 – Field Laboratories with Ignition Furnace	(Feb 3, 2011)	1
Revision of Section 627 and 708 – Pavement Marking Paint	(Jan 31,2013)	2
Revision of Section 630 – Emergency Pull-off Area (Temporary)	(May 5, 2011)	1
Revision of Section 630 – Retroreflective Sign Sheeting	(May 8, 2014)	1
Revision of Section 702 – Bituminous Materials	(October 29, 2015)	11
Revision of Section 703 – Aggregate for Bases	(Oct 31, 2013)	1
Revision of Section 703 – Aggregate for Cover Coat Material	(October 29, 2015)	1
Revision of Section 703 – Aggregate for Hot Mix Asphalt	(Nov 1, 2012)	2
Revision of Section 703 – Aggregate for Stone Matrix Asphalt	(Apr 26, 2012)	1
Revision of Section 703 – Concrete Aggregate	(Jul 28, 2011)	1
Revision of Section 703 – Mineral Filler	(May 8, 2014)	1
Revision of Section 712 – Geotextiles	(Nov 1, 2012)	2
Revision of Section 712 – Water for Mixing or Curing Concrete	(Feb 3, 2011)	1
Revision of Section 713 - Epoxy Pavement Marking	(Jan 15, 2015)	2
Revision of Section 713 – Reflectors for Delineators and Median Barrier	(May 2, 2013)	1
Revision of Section 713 – Sign Panel Backgrounds	(Nov 6, 2014)	1

**Schedule 10B  
Contract Drawings**

In addition to all other requirements and obligations provided in this Project Agreement, the Developer shall develop the design and construct the Project in accordance with the Contract Drawings contained in this Schedule 10B, which are listed in Table 1 below.

Availability Legend

S = Document supplied with Draft RFP

Date Issued: Date the document was listed or supplied with the RFP

**Table 1. Contract Drawings<sup>1</sup>**

<b>Doc #</b>	<b>Document</b>	<b>Date Issued</b>	<b>Availability</b>	<b>Comments</b>
<b>10.9</b>	<b>Roadway</b>			
10B.10.9.01	Roadway Typical Sections	2/23/2016	S	Updated to reflect revised Reference Design
<b>10.10</b>	<b>Railroads</b>			
10B.10.10.01	UPRR 100% Package: UPRR 36 <sup>th</sup> Yard Track Relocation Plans		S	
10B.10.10.02	BNSF 100% Package: BNSF Market Lead Relocation Plans		S	
<b>10.11</b>	<b>Signing, Pavement Markings, Signalization, and Lighting</b>			
10B.10.11.01	I-70 East Ramp Metering Assessment	9/29/2015	S	
<b>10.13</b>	<b>Structures</b>			
10B.10.13.01	Structure Typical Sections	2/23/2016	S	Updated to reflect revised Reference Design
<b>10.14</b>	<b>Landscaping and Aesthetics</b>			
10B.10.14.01	Cover and Swansea Design Development Set	2/23/2016	S	Updated to reflect revised Reference Design
10B.10.14.02	Landscaping Details for Irrigated Areas		S	
10B.10.14.03	Bridge Aesthetic Design Details		S	
10B.10.14.04	Wall Aesthetic Design Details		S	
<b>18</b>	<b>Right-of-Way</b>			

<sup>1</sup> The final two columns of the Table will be deleted prior to execution of the Project Agreement.

<b>Doc #</b>	<b>Document</b>	<b>Date Issued</b>	<b>Availability</b>	<b>Comments</b>
10B.18.01	Right-of-Way Exhibits City and County of Denver	2/23/2016	S	Updated to reflect revised existing ROW information and revised Reference Design
10B.18.02	Right-of-Way Exhibits Onsite Outfall System	2/23/2016	S	Updated to reflect revised existing ROW information and revised Reference Design
10B.18.03	Right-of-Way Exhibits Private Ownership	2/23/2016	S	Updated to reflect revised existing ROW information and revised Reference Design

**Schedule 11**  
**Operations and Maintenance Requirements**

**1. GENERAL OPERATIONS AND MAINTENANCE REQUIREMENTS**

**1.1. General Requirements**

1.1.1. Developer shall perform the O&M Work in accordance with the requirements of this Schedule 11. Developer shall ensure that the Project is operated, maintained and managed in a safe, effective, and reliable level of operation and condition for the duration of the O&M Period During Construction and the Operating Period.

1.1.2. All requirements in this Schedule 11 are applicable throughout the O&M Period During Construction and the Operating Period, unless otherwise specifically stated.

**1.1.3. Developer Responsibility to Implement and Report Unplanned Closures**

Without prejudice to Developer's obligations under Sections 4.2.2 through 4.2.4 of this Schedule 11 or any other provisions of this Agreement relating to Emergencies or Incidents, if Developer becomes aware of an Emergency, an Incident, an O&M Defect, or any other hazard as a result of which the normal use of any part of the Project would compromise the safety of Users, Developer shall immediately implement a Closure or other action necessary to mitigate the hazard. Regardless of the circumstances, Developer shall immediately inform the Department of the circumstances of any such Closure and shall coordinate with the Department, and other relevant Governmental Authorities that may be impacted by such Closure. The provisions of this Section 1.1.3 are without prejudice to the provisions of Schedule 6 (Performance Mechanism) and Section 2 of Schedule 10 (Design and Construction Requirements), including, for certainty, if any Closure implemented by Developer pursuant to this Section 1.1.3 is a Non-Permitted Closure (a) as a result of such Closure resulting in a breach of, or is not permitted by, any of Sections 2.5, 2.6 or 2.11 of Schedule 10 (Design and Construction Requirements) or (b) for any other reason.

1.1.4. Developer shall ensure that all surplus materials arising from the O&M Work be disposed of at such places as may lawfully be used for disposal, and shall comply with the Environmental Requirements to ensure that such materials will not cause or give rise to pollution of the Environment in contravention of any Environmental Law.

**1.1.5. Standards**

Subject to Section 8.6 of the Project Agreement, in performing the O&M Work Developer shall comply with the Project Standards, including (but, for certainty, not limited to):

- a. in performing any Renewal Work, the Construction Standards (including those listed in Schedule 10A (Applicable Standards and Specifications)) to the extent applicable to the Renewal Work; and
- b. in performing any O&M Work, the following documents as they are referenced in this Schedule 11 and to the extent applicable to the O&M Work:
  - i. AASHTO Manual for Bridge Element Inspection;
  - ii. AASHTO Manual for Bridge Evaluation;
  - iii. CDOT Bridge Rating Manual;
  - iv. CDOT Colorado Supplement Signs;
  - v. CDOT Distress Manual for HMA and PCC Pavements;
  - vi. CDOT Erosion Control & Stormwater Quality Guide;
  - vii. CDOT Highway Maintenance Levels of Service Manual;
  - viii. CDOT M&S Standard Plans;
  - ix. CDOT Manual of Maintenance Procedures;

- x. CDOT Pavement Management Manual;
- xi. CDOT Pontis Bridge Inspection Coding Guide;
- xii. CDOT Recording and Coding Guide for the Inventory and Inspection of Colorado's Overhead Signs, Signals and High Mast Lights;
- xiii. CDOT Roadside Vegetation Management (Final Guideline Document);
- xiv. CDOT Sign Design Manual;
- xv. CDOT Signing Policies and Procedures;
- xvi. FHWA Bridge Inspector Reference Manual;
- xvii. FHWA Highway and Rail Transit Tunnel Inspection Manual;
- xviii. FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual;
- xix. FHWA National Bridge Inspection Standards (NBIS);
- xx. FHWA Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges (Report No. FHWA-PD-96-001);
- xxi. FHWA Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual;
- xxii. Manual of Uniform Traffic Control Devices (MUTCD), including the Colorado Supplement;
- xxiii. National Electric Safety Code (NESC);
- xxiv. National Fire Protection Association (NFPA); and
- xxv. Other referenced AASHTO, ASTM and FHWA standards and manuals.

1.1.6. Toll Exempt O&M Work Vehicles

- a. Developer (and its Subcontractors) shall be responsible for paying the applicable toll fee for use of the Tolled Express Lane(s) during the performance of the O&M Work, except in respect of any vehicles that are exempt from payment thereof pursuant to this Section 1.1.6.
- b. Provided that:
  - i. Developer has submitted a written request to the Enterprises and has received authorization to use a non-revenue transponder for the relevant vehicle;
  - ii. the relevant vehicle has had such a transponder installed; and
  - iii. the relevant vehicle is being used specifically to carry out O&M Work on the Tolled Express Lane(s),the following vehicles will be exempt from payment of toll fees for the use of the Tolled Express Lanes:
  - iv. vehicles performing Courtesy Patrol Service services in accordance with Section 10 of, and Appendix B to, this Schedule 11;
  - v. vehicles performing Snow and Ice Control Services;
  - vi. vehicles used to perform sweeping and cleaning services in accordance with this Schedule 11; and
  - vii. vehicles used to perform scheduled Routine Maintenance or Renewal Work on the Tolled Express Lanes, where such scheduled work is identified in the mostly recently Accepted MMP.

## **2. O&M SCOPE AND LIMITS DURING CONSTRUCTION**

### **2.1. O&M Limits During Construction**

2.1.1. Developer shall perform O&M Work During Construction within the O&M Limits During Construction in accordance with this Section 2 and the other provisions of this Schedule 11 that apply during the O&M Work During Construction Period.

2.1.2. Developer shall submit O&M Limits During Construction drawings to, and obtain Acceptance thereof from, the Department prior to the issuance of NTP2. The O&M Limits During Construction drawings produced by Developer shall (a) include the Site for the entire Project, (b) reference the O&M Limits Reference Drawings, and (c) comply with the requirements of this Section 2 and other provisions of this Schedule 11 that apply during the O&M Work During Construction Period. The drawings shall clearly detail Developer's responsibilities and interface of operations and maintenance activities performed by others, and shall be presented in both detailed plans and cross section drawings. The drawings shall also be consistent with Developer's design, and shall additionally be updated for Approval as required during the Construction Period to reflect changes to the as-built Project.

### **2.2. O&M Scope During Construction**

During the O&M Period During Construction (except to the extent expressly provided otherwise in this Section 2.2 or, as applicable, in Appendix D to this Schedule 11), Developer shall comply with the following obligations set out in this Section 2.2.

#### **2.2.1. I-70 Mainline and Associated Infrastructure**

Developer shall perform O&M Work (which, for certainty, shall exclude all Department-Retained O&M Work), other than Snow and Ice Control Services (to which Sections 2.2.2.b and 11 of this Schedule 11 shall apply), on:

- a. the I-70 Mainline;
- b. such infrastructure and portions of the CDOT Roadways as (in the case of both such infrastructure and CDOT Roadways) are identified as 'Developer O&M Work' in the O&M Limits Reference Drawings; and
- c. such structures as are identified as Developer responsibility in Appendix D to this Schedule 11,

so as to comply with the applicable General Requirements and to meet or exceed the applicable Targets, in each case as set out in Appendix A-1 to this Schedule 11.

#### **2.2.2. Local Agency Infrastructure**

Developer shall perform:

- a. O&M Work (except Incident response, sweeping and cleaning and Snow and Ice Control Services) on Local Agency Roadways and all infrastructure Elements (including the structures identified as Developer responsibility in Appendix D to this Schedule 11) owned by Local Agencies;
- b. Incident response, sweeping and cleaning and Snow and Ice Control Services on those Local Agency Roadways and infrastructure Elements (including the structures identified as Developer responsibility in Appendix D to this Schedule 11), or any portions thereof, where Developer is performing Construction Work thereon and/or has a street occupancy Permit with the relevant Local Agency in relation thereto, as well as being responsible for meeting all other conditions of any relevant Permit; and
- c. any other O&M Work as may be required by the terms of any such street occupancy Permit,

so as to comply with the applicable General Requirements and to meet or exceed the applicable Targets, in each case as set out in Appendix A-1 to this Schedule 11.

2.2.3. Drainage System

Developer shall perform the O&M Work of the Onsite Outfall System and the Offsite Outfall System.

2.2.4. Water Quality

Developer shall comply with the conditions of the most current version of the Department's MS4 permit, including inspections and annual reporting requirements. Developer shall furnish the required documents in accordance with the permit to the Department for Acceptance. The required annual report shall be submitted to the Department for Acceptance by December 31st of each Calendar Year.

2.2.5. Maintenance Yard<sup>1</sup>

From the Snow and Ice Control Commencement Date for the remainder of the O&M Period During Construction and during the Operating Period, Developer shall perform O&M Work of the Maintenance Yard and associated facilities that are used by Developer to meet the requirements of Schedule 11.

2.2.6. ITS and Tolling Facilities

- a. Developer shall ensure that all existing ITS facilities are maintained and operational. Any impact to the operation of these facilities will be rectified by Developer. The Department will continue to operate the existing facilities.
- b. Developer shall inspect all ITS and ETC facilities and report any equipment issues or required repairs to the ETC System Integrator and CTMC and keep a log of such reports.
- c. Developer shall also be responsible for O&M Work with respect to ITS and tolling facilities in accordance with Appendix B to Section 3 (ITS and Tolling Equipment) of Schedule 10 (Design and Construction Requirements).

2.2.7. Utility Service

During the O&M Period During Construction and the Operating Period prior to Final Acceptance, Developer shall be responsible for payment of all Utility service fees and maintenance of Utility services (including pursuant to Section 2.2.8.a of this Schedule 11) unless specified otherwise in the sub-columns "During Construction" in Appendix E to Section 4 (Utilities) of Schedule 10 (Design and Construction Requirements).

2.2.8. Traffic Signals and Lighting

- a. Traffic signals, lighting and their associated equipment and power are the responsibility of Developer where, in relation to a Local Agency Roadway, it is performing Construction Work and/or has a street occupancy Permit for work that includes signals, lighting and/or associated equipment. Developer shall also perform O&M Work on temporary lighting used by Developer along any roadway as required by Appendix A-1 to this Schedule 11.
- b. Developer shall inspect traffic signals, lighting and associated equipment and report outages, O&M Defects, damage or vandalism in respect thereof as required by Appendix A-1 to this Schedule 11.

2.2.9. Railway Structures

Developer shall perform the O&M Work on Railroad structures identified as Developer responsibility in Appendix D to this Schedule 11 in compliance with the RRAs. The maintenance of the ballast, tracks and signals shall not be Developer's responsibility.

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<sup>1</sup> Note to Proposers: The substantive provisions in relation to the provision of use of the Maintenance Yard are now addressed in Section 7 of, and Schedule 18 to, the Project Agreement. This provision and any other references to the Maintenance Yard will only be included in the Project Agreement if Preferred Proposer elects to use the Maintenance Yard.

### 2.3. **Baseline Inspections and Baseline Asset Condition Report**

#### 2.3.1. Developer shall:

- a. carry out inspections and tests to determine the existing condition of each Element (including, for certainty, Excluded Elements) of the Project to be maintained by Developer during the O&M Period During Construction pursuant to this Schedule 11 (the "Baseline Inspections"); and
- b. prepare a report (the "Baseline Asset Condition Report (BACR)"), which shall:
  - i. list in detail all the Elements (including, for certainty, Excluded Elements) to be maintained by Developer during the O&M Period During Construction;
  - ii. assess and describe the existing condition of all such Elements, which description and condition assessment reporting shall:
    - A. be in reference to CDOT's Highway Level of Service Manual; and
    - B. at a minimum, include, but not be limited to, all such Elements listed in Appendix A-1 to this Schedule 11, referencing additionally any other assessment criteria identified in Appendix A-1;
  - iii. by updating the Performance and Measurement Table set out in Appendix A-1 to this Schedule 11, list the Target minimum baseline asset condition in accordance with which such Elements will be maintained by Developer during the O&M Period During Construction, which such Target minimum baseline condition shall allow for the safe and reliable operation of the existing asset and shall meet or exceed the existing condition of the relevant Element, except to the extent that a Target is specified for such Element in Appendix A-1 of this Schedule 11, in which instance the specified Target condition shall be the minimum baseline asset condition.

2.3.2. Developer 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, the Department prior to the issuance of NTP2. Following Acceptance by the Department of the Baseline Asset Condition Inspection Plan, Developer shall provide to the Department a minimum of ten Working Days' written notice prior to the commencement of the Baseline Inspections.

2.3.3. After carrying out the Baseline Inspections, Developer shall submit the Baseline Asset Condition Report (BACR) to, and obtain the Acceptance thereof from, the Department prior to the issuance of NTP2. The Accepted BACR shall be an appendix to the Maintenance Management Plan submitted to the Department pursuant to Section 5 of this Schedule 11.

### 3. **O&M SCOPE AND LIMITS AFTER CONSTRUCTION**

#### 3.1. **O&M Limits After Construction**

3.1.1. Developer shall perform O&M Work After Construction within the O&M Limits After Construction in accordance with this Section 3 and the other provisions of this Schedule 11 that apply during the Operating Period.

3.1.2. Developer shall submit O&M Limits After Construction drawings to, and obtain the Acceptance thereof from, the Department prior to Substantial Completion. The O&M Limits After Construction drawings produced by Developer shall (a) include the Site for the entire Project, (b) reference the O&M Limits Reference Drawings, and (c) comply with the requirements of this Section 3 and other provisions of this Schedule 11 that apply during the Operating Period. The drawings shall clearly detail Developer's responsibilities and interface of operations and maintenance activities performed by others, and shall be presented in both detailed plans and cross section drawings. The drawings shall reflect the as-built condition of the Project.

### 3.2. O&M Scope After Construction

During the Operating Period (except to the extent expressly provided otherwise in this Section 3.2), Developer shall comply with the following obligations set out in this Section 3.2.

#### 3.2.1. I-70 Mainline and Associated Infrastructure

Developer shall perform the O&M Work (which, for certainty, shall exclude all Department-Retained O&M Work), other than Snow and Ice Control Services (to which Sections 3.2.2.b and 11 of this Schedule 11 shall apply), on:

- a. the I-70 Mainline;
- b. such infrastructure and portions of the CDOT Roadways as (in the case of both such infrastructure and CDOT Roadways) are identified as 'Developer O&M Work' in the O&M Limits Reference Drawings;
- c. such structures as are identified as Developer responsibility in Appendix D to this Schedule 11,

so as to comply with the applicable General Requirements and to meet or exceed the applicable Targets, in each case as set out in Appendix A-2 to this Schedule 11.

#### 3.2.2. Local Agency Infrastructure

Developer shall perform:

- a. O&M Work (except Incident response, sweeping and cleaning and Snow and Ice Control Services) on all Local Agency Roadways and Local Agency cross street structures identified as Developer responsibility in Appendix D to this Schedule 11 that connect to Local Agency Roadways (with the exception of signage, traffic signals, lighting, pavement marking, and aesthetic elements on such structures that are owned by the Local Agency);
- b. Incident response, Snow and Ice Control Services and sweeping and cleaning for Local Agency Roadways and Local Agency cross street structures identified as Developer responsibility in Appendix D to this Schedule 11 where Developer is performing Renewal Work thereon and/or has a street occupancy Permit with the relevant Local Agency in relation thereto, as well as being responsible for meeting all other conditions of the relevant Permit; and
- c. any other O&M Work as may be required by the terms of any such street occupancy Permit,

so as to comply with the applicable General Requirements and to meet or exceed the applicable Targets, in each case as set out in Appendix A-2 to this Schedule 11.

#### 3.2.3. Cover

- a. Developer shall perform O&M Work of all Elements of the Cover, including but not limited to all structural Elements, drainage Elements, foundation Elements, all mechanical and electrical Elements (including lighting beneath the Cover), all fire and life safety equipment, and all Elements identified in Appendix E to Section 4 (Utilities) of Schedule 10 (Design and Construction Requirements), except for urban and landscaped features on top of the Cover. This includes the operation, maintenance, and monitoring of the Command Control and Monitoring System (CCMS) as described in Section 12 (Cover MEP System) of Schedule 10 (Design and Construction Requirements) in relation to the Cover and immediate approaches, and the provision of the Control Center with dedicated staff with 24/7 availability and trained on the CCMS.
- b. Developer shall coordinate with the Department in respect of operations of the ITS associated with the Cover.

- c. Developer shall coordinate with the relevant Local Agency's fire department with respect to the maintenance and operation of fire detection and firefighting equipment.
- d. Developer shall coordinate with the Local Agency and the Cover Maintainer with respect to the O&M Work on the Cover. Developer shall be responsible for any damage caused by a Developer-Related Entity to any urban or landscaped features on the Cover that are not maintained by Developer, including, as appropriate, the repair or replacement of such features.

#### 3.2.4. Railway Structures

Developer shall perform the O&M Work on Railroad structures identified as Developer responsibility in Appendix D to this Schedule 11 in compliance with the RRAs. The maintenance of the ballast, tracks and signals shall not be Developer's responsibility.

#### 3.2.5. Utility Infrastructure

Developer shall be responsible for O&M Work of any structures constructed by Developer to carry utility infrastructure.

#### 3.2.6. Drainage System

Developer shall perform the O&M Work of the Onsite Outfall System and the Offsite Outfall System.

#### 3.2.7. Water Quality Facilities

The Developer shall comply with the conditions of the most current version of the Department's MS4 permit, including inspections and annual reporting requirements. Developer shall furnish the required documents in accordance with the permit to the Department for Acceptance. The required annual report shall be submitted to the Department for Acceptance by December 31st of each Calendar Year.

#### 3.2.8. ITS and Tolling Facilities

- a. Developer shall be responsible for O&M Work of the ITS and ETC civil infrastructure.
- b. Developer's shall also be responsible for O&M Work with respect to ITS and ETC equipment in accordance with Appendix B to Section 3 (*ITS and Tolling Equipment*) of Schedule 10 (*Design and Construction Requirements*).
- c. For the duration of the period commencing at the operation of the Developer installed ITS and ETC equipment up to two years following Final Acceptance, Developer shall identify and appoint a person qualified in installing, maintaining, troubleshooting, and repairing the ITS and ETC equipment and communications infrastructure. Developer shall maintain the ITS and ETC equipment installed by Developer and backbone communications such that they are fully operational and functional during this period.
- d. During the Operating Period Developer shall inspect the ITS and ETC facilities and report any issues or required repairs to the ETC System Integrator and CTMC and keep a log of such reports.

#### 3.2.9. Utility Service

Subject to Section 3.2.11 of this Schedule 11, after Final Acceptance Developer shall be responsible for payment of Utility service fees and maintenance of Utility services unless specified otherwise in the sub-columns "Operating Period" in Appendix E to Section 4 (*Utilities*) of Schedule 10 (*Design and Construction Requirements*).

#### 3.2.10. Landscaped and Vegetated Areas

Developer shall perform the O&M Work of all landscaped and vegetated areas on the Site, with the exception of any landscaped areas on top of the Cover.

#### 3.2.11. Traffic Signals and Lighting

- a. Lighting (other than lighting beneath the Cover) and signals operation after Final Acceptance will not be the responsibility of Developer.
- b. Developer shall inspect traffic signals and lighting and report outages, O&M Defects, damage, or vandalism in respect thereof as required by Appendix A-2 to this Schedule 11.

#### 4. PERFORMANCE REQUIREMENTS AND RESPONSIBILITIES

Developer shall be responsible for and shall take all necessary actions to ensure that all O&M Defects (other than Category 2 Defects in an Excluded Element) are remedied to allow for the safe, effective and reliable operation of the Project. Developer shall ensure that every Element identified in Appendix A to this Schedule 11 (as updated in accordance with, respectively, Sections 2.3.1.b.iii and 4.2.7.a of this Schedule 11) is in a condition that complies with the applicable General Requirements and meets or exceeds the applicable Targets, in each case, as set out in Appendix A-1 to this Schedule 11 (as updated in accordance with this Schedule 11) during the O&M Period During Construction and Appendix A-2 to this Schedule 11 (as updated in accordance with this Schedule 11) during the Operating Period.

##### 4.1. Categorization of O&M Defects

- 4.1.1. Developer shall employ personnel who are trained to make the appropriate categorization of O&M Defects and maintain a record of the circumstances of the O&M Defect and how it was categorized.
- 4.1.2. Whenever an O&M Defect is identified, Developer shall make a determination as to whether it is:
  - a. a Category 1 Defect, in which event Developer shall take all necessary action to mitigate and remedy the O&M Defect in accordance with Sections 4.2.2 or 4.2.3, as applicable, of this Schedule 11;
  - b. a Category 2 Defect in an Element other than an Excluded Element, in which event Developer shall take all necessary action to mitigate and remedy the O&M Defect in accordance with Section 4.2.4.a of this Schedule 11 and comply with Section 4.2.4.c of this Schedule 11; or
  - c. a Category 2 Defect in an Excluded Element, in which event Developer shall comply with Section 4.2.4.b of this Schedule 11.

##### 4.2. Performance and Measurement Mechanism

The Performance and Measurement Tables assign the following obligations to Developer for each Element during the O&M Period During Construction and the Operating Period, as applicable.

###### 4.2.1. General Requirements

Developer shall take action to ensure that each Element complies with the General Requirements applicable to such Element during the O&M Period During Construction and the Operating Period. Without prejudice to the definition of O&M Defect in Part A of Annex A (Definitions and Abbreviations) to the Project Agreement, an O&M Defect shall be deemed to exist if at any time an Element or part of an Element fails to comply with the applicable General Requirements.

###### 4.2.2. Category 1 – Immediate Action

- a. The first sub-column of the “Defect Remedy Period” column in the Performance and Measurement Tables is entitled “Cat. 1 Immediate Action” and sets out, for each Element, the maximum time period following the time when Developer first becomes (or should have become) aware of the existence of the relevant O&M Defect within which Developer shall take and complete action that will mitigate a Category 1 Defect in such manner that the immediate or imminent hazard, nuisance and/or risk that caused it to be a Category 1 Defect is alleviated.

- b. Such actions may be, depending on the nature of the O&M Defect, to alert Users and provide temporary safety measures, and/or to alert Users and provide temporary repairs that will alleviate the immediate or imminent hazard, nuisance and/or risk within the applicable Defect Remedy Period specified for Cat 1 – Immediate Action.

#### 4.2.3. Category 1 – Permanent Remedy

- a. The second sub-column of the “Defect Remedy Period” column in the Performance and Measurement Tables is entitled “Cat 1 Permanent Remedy” and sets out, for each Element, the maximum time period following the time when Developer first becomes (or should have become) aware of the existence of the relevant O&M Defect within which Developer shall take and complete action to effect a permanent remedy of a Category 1 Defect.
- b. The permanent remedy of a Category 1 Defect may, depending on the nature of the O&M Defect and the action undertaken by Developer, result in the re-categorization of the relevant O&M Defect as a Category 2 Defect. In such instance, Developer shall comply with the requirements in Section 4.2.4 of this Schedule 11.

#### 4.2.4. Category 2 – Permanent Repair

- a. The third sub-column of the “Defect Remedy Period” column in the Performance and Measurement Tables is entitled “Cat. 2 Permanent Repair” and sets out, for each Element, the maximum time period following the time when Developer first becomes (or should have become) aware of the existence of the relevant O&M Defect within which Developer shall complete a permanent repair of a Category 2 Defect in Elements other than Excluded Elements.
- b. For Category 2 Defects identified in any Excluded Element, Developer shall promptly notify Department of such Category 2 Defect and develop a plan to address the Category 2 Defect in the Recommended Renewal Work Plan in accordance the requirements set out in Section 6.1.4 of this Schedule 11.
- c. Developer shall monitor Category 2 Defects in all Elements (including, for certainty, Excluded Elements) and shall not allow a Category 2 Defect to deteriorate into a Category 1 Defect for all Elements other than Excluded Elements.

#### 4.2.5. Measurement Criteria

The first column under the heading “Performance Requirements” is entitled “Measurement Criteria” and sets out, for each Element, the criteria by which the condition of each Element is to be measured.

#### 4.2.6. Target

The second column under the heading “Performance Requirements” is entitled “Target” and sets out, for each Element, a threshold for each of the specified Measurement Criteria. Without prejudice to the definition of O&M Defect in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement, an O&M Defect shall be deemed to exist if the measured value applicable to any of the Measurement Criteria does not meet or exceed the threshold identified as the Target condition.

#### 4.2.7. Updates to Performance Requirements during the Operating Period

- a. Developer may submit to the Department for Approval proposed updates, if any, to the Performance and Measurement Table set out in Appendix A-2 to this Schedule 11 no later than 90 Calendar Days before the then anticipated Substantial Completion Date to reflect Good Industry Practice and specific attributes of Developer's final plan set (for example, where the final plan set incorporates a feature that is not included as an Element in such Performance and Measurement Table). Developer may thereafter submit to Department for Approval any proposed updates no later than 60 Calendar Days before the start of each subsequent Contract Year to reflect Good Industry Practice.

- b. The Department shall be entitled at any time to require Developer to adopt amendments to any of the Performance Requirements in such Performance and Measurement Table where such amendments are required to comply with then-current Good Industry Practice. The Department shall require the adoption of a new Target in the Performance Requirements only when this is required because the measurement scale associated with the original "Measurement Criteria" is superseded because it no longer complies with Good Industry Practice. The new Target shall be determined using the principle that compliance with the new Target shall achieve the same standard of performance, frequency of O&M Work and User satisfaction as would have been achieved through Developer's compliance with the original Measurement Criteria and Target. For example, the Department may require skid resistance to be reported using a different measurement scale from that in current use and would be entitled (subject to calibration between new and old measurement scales to demonstrate equivalence of performance, frequency of O&M Work and User satisfaction) to require the adoption of an amendment to both the Measurement Criteria and Target for this Element.

## **5. MAINTENANCE MANAGEMENT PLAN**

### **5.1. General**

- 5.1.1. Developer shall prepare a Maintenance Management Plan (MMP) that is consistent with its maintenance obligations under this Schedule 11 and that defines the processes and procedures for complying with its maintenance obligations.
- 5.1.2. Developer shall provide, and keep updated, processes and procedures in the MMP to ensure that:
  - a. (subject to Developer not being required to perform Department-Retained O&M Work) all Elements comply with the applicable General Requirements and meet or exceed the applicable Targets; and
  - b. all required action is taken and completed in relation to O&M Defects within the applicable Defect Remedy Periods in accordance with Sections 4.2.2 to 4.2.4 of this Schedule 11.
- 5.1.3. Developer shall submit the MMP to, and obtain the Acceptance thereof from, the Department prior to the issuance of NTP2 and shall submit an updated version to the Department for Acceptance by the Department prior to Substantial Completion. In addition, the MMP shall be updated and submitted for Acceptance annually no later than 60 Calendar Days before the end of each Contract Year. The MMP shall also be updated more frequently as required during the Construction Period or Operating Period to indicate changes to relevant protocols, agreements, and other interactions with other entities and to indicate requirements for equipment and systems that have been revised, upgraded, or replaced. Developer shall at all times comply with the latest Accepted MMP.

### **5.2. Maintenance Management Plan Contents**

- 5.2.1. The MMP submitted (i) prior to the issuance of NTP2, shall include, at a minimum, the following elements in respect of both the O&M Work During Construction Period and the Operating Period (except to the extent that any such element is inapplicable to the relevant period and, where applicable, identifying any differences between such periods) and (ii) prior to Substantial Completion, shall include, at a minimum, the following elements in respect of the Operating Period (except to the extent that any such element is inapplicable to such period):
  - a. A complete organizational chart and staffing plan that shows the personnel including the O&M Manager required for all maintenance activities including Routine Maintenance and Renewal Work; Emergencies; inspections; and management. A contact list shall be provided. Personnel qualifications for each position, required training, anticipated work hours, and work locations including personnel training requirements for operating in traffic zones shall be included;

- b. The experience and qualification requirements for personnel to be engaged in all inspection work setting out training that is to be provided for all aspects of inspections including as a minimum specialist inspections (e.g. Cover), routine inspections, and safety related inspections;
- c. Developer's O&M Safety Plan that complies with the requirements of Section 5.3 of this Schedule 11, including procedures for providing Project-specific safety training for all personnel engaged in maintenance and inspection activities for the Project;
- d. Developer's O&M Quality Management Plan (OMQMP) setting out arrangements for quality management and assurance that complies with the requirements of Section 5.4 of this Schedule 11;
- e. Drawings delineating the O&M Limits During Construction (in the case of the MMP submitted prior to the issuance of NTP2) and the O&M Limits After Construction (in the case of the MMP submitted prior to Substantial Completion) and detailing the limits of infrastructure to be maintained by the Department or by the relevant Local Agency;
- f. Location and layout of maintenance and storage facilities, vehicles and equipment, tools, computers, software and other major assets/items including procedures for ensuring all necessary maintenance equipment and materials are readily available;
- g. Procedure for communications and coordination with the Department for scheduling repairs and Closures for maintenance, including minimum time period of notification to the Department on scheduled repairs or Closures;
- h. Procedure for coordination of activities, including repairs/renewals/replacements and Closures, with other entities having interests within and adjacent to the Project, including Utilities;
- i. Approach to the identification and recording of O&M Defects and their repair including the approach and training of personnel in the correct assignment of "Category 1 – Immediate Action", "Category 1 – Permanent Remedy", "Category 2 – Permanent Repair" O&M Defect status including procedures and scheduled frequency of safety inspections;
- j. Procedures for responding in a timely manner to Category 1 Defects and Category 2 Defects;
- k. Procedures for monitoring and maintaining the condition and performance of the Project to meet the General Requirements, the Performance Requirements and Defect Remedy Periods and updates thereof. Procedures shall include the inspection routines, checklists, frequency for each of the inspection routines, and equipment and tools needed for the inspections. The MMP shall set forth the conditions where the frequency of inspections for a particular asset, component or group of assets may be increased due to the ageing of an asset or increased wear and tear;
- l. Reference to procedures for traffic control and management during periods of Closures, with inclusion or reference to Transportation Management Plan and maintenance of traffic requirements in Section 2 (Maintenance of Traffic) of Schedule 10 (Design and Construction Requirements) in respect of O&M Work During Construction and, in respect of O&M Work After Construction, the same requirements as if they applied to O&M Work After Construction;
- m. Procedure for investigation and response to complaints or reports of O&M Defects or Noncompliance Events received from the Department or other sources;
- n. Work plans and schedules for undertaking Routine Maintenance activities and Renewal Work during the O&M Period During Construction based on the Baseline Asset Condition Report and during the Operating Period based on routine inspections, which plans and schedules shall include the information required by Section 5.2.2 of this Schedule 11;

- o. Description of Developer's approach to life cycle assumptions and Renewal Work and interfaces with the Renewal Work Plan during the O&M Period During Construction based on the Baseline Asset Condition Report and during the Operating Period based on routine inspections;
  - p. Procedure for record keeping according to Developer's MQMP;
  - q. Procedure for tracking O&M Defects, performance compliance and corrections (repairs, renewal, replacements);
  - r. Procedure for maintaining a comprehensive, accurate, and auditable spare parts and inventory level to address the maintenance obligations. This information contained in the inventory shall be compatible with the Maintenance Management Information System (MMIS) as described in this Schedule 11;
  - s. Description of Developer's MMIS and its functionality;
  - t. Details and steps of transition of maintenance activities from the Department or Local Agency necessary to achieve a seamless transition to Developer, and to allow for continuity of service (24 hours per day, seven days per week, and every day of the year) to Users. The details and steps shall outline any phased transition of operations and maintenance activities, including anticipated timeline of such phased transition;
  - u. Maintenance and service manuals including detailed technical and servicing descriptions for all Elements assessed as well as software and equipment that is required for the O&M Work. The manual shall include preventative maintenance schedules, testing and diagnostic procedures, trouble-shooting techniques, corrective measures, both temporary and permanent, the location and availability of support services, point to point component wiring schematics and logic signal flows, and assembly and disassembly drawings, including exploded view drawings. Standard service manuals for unmodified commercial products are acceptable for inclusion in the MMP provided that they contain details and accurate information in order to properly service the specific equipment related to the Elements. The manual in relation to the Cover MEP System shall comply with the requirements for the Operations and Maintenance Manual that is required in accordance with Section 12 of Schedule 10 (*Design and Construction Requirements*);
  - v. Description of all Elements, including an inventory of facilities, systems and equipment to be maintained by Developer, including a logical system breakdown of all Elements, including facilities, equipment and systems and the levels of maintenance and summary of maintenance tasks to be provided by Developer;
  - w. List of the maintained Elements major systems and equipment manufacturers/vendors, including their contact information (contact person, address, telephone numbers, website address and e-mail address);
  - x. A list of unplanned but anticipated maintenance services for all road Elements;
  - y. Repair procedures for repairs that are anticipated;
  - z. Inclusion or reference to activities necessary to comply with Schedule 17 (*Environmental Requirements*);
  - aa. Inspection plan and copies of all inspection forms and checklists; and
  - bb. How best management practices will be applied.
- 5.2.2. The MMP shall include Developer's schedules and associated plans for Routine Maintenance and Renewal Work. These schedules and plans shall set forth the type of O&M Work, anticipated timing, durations, frequency of each task, intended traffic management arrangements, and reporting requirements. Maintenance schedules shall include:
- a. Monthly Routine Maintenance Schedule;
  - b. Annual Routine Maintenance Schedule;

- c. Annual Renewal Work Schedule, which shall be consistent with the Renewal Work Plan; and
- d. Five Year Renewal Work Schedule, which shall be consistent with the Renewal Work Plan.

5.2.3. The MMP shall include the latest versions of:

- a. The Performance Requirements in the form most recently Accepted by the Department following the procedure for updates to the Performance and Measurement Tables in accordance with Section 4.2.7 of this Schedule 11, if applicable; and
- b. The actual Useful Life for each Renewal Element, which such document shall reflect the Useful Life Baseline Requirements Table in the form most recently Accepted by the Department following the procedure for updates to the Useful Life Baseline Requirements Table as set forth in Section 6.1.5 of this Schedule 11.

5.2.4. The MMP shall append the following :

- a. Baseline Asset Condition Report;
- b. Renewal Work Plan;
- c. O&M Safety Plan; and
- d. O&M Quality Management Plan (OMQMP).

5.3. **O&M Safety Plan**

- a. As part of the MMP, Developer shall provide an O&M Safety Plan that demonstrates compliance with all State, Federal and local Law, codes and regulations for the protection of personnel and Users during the performance of O&M Work. Developer shall develop a Safety Plan that includes staff training, safety procedures and protocols to address hazardous conditions associated with the O&M Work.
- b. Developer is responsible for ensuring that all equipment used shall be maintained in a safe and efficient manner in accordance with all State, local and Federal Law, safety organizations, regulations and guidelines pertaining to providing the required services.
- c. Developer shall follow all safety requirements outlined in the National Electric Safety Code (NESC), the Occupational Safety and Health Administration (OSHA) rules, and any applicable standards or practices for safe installation or maintenance of required equipment.

5.4. **O&M Quality Management Plan**

As part of the Maintenance Management Plan, Developer shall provide an O&M Quality Management Plan (OMQMP). The Department will use the OMQMP to monitor Developer's performance of the O&M Work. The OMQMP shall address each of the following:

- a. Approach to quality management including a description of quality assurance and quality control functions for validating the information, accuracy, and results of the OMQMP;
- b. A quality improvement process used to analyze Nonconforming Work and determine methods or processes to minimize or eliminate Nonconforming Work and Noncompliance Events associated with O&M Work;
- c. Approach to reporting relationships and responsibilities including Department oversight;
- d. Approach to Developer self-monitoring/self-reporting requirements for inspection, data validation procedures and tracking of Nonconforming Work and Noncompliance Events;
- e. Approach to preparing and reviewing Incident reports, non-conformance reports, traffic reports and maintenance work reports; and

- f. A comprehensive records and document management system to provide access to records and to govern protocols for records retention. Developer shall prepare reports that provide summary of observations and identify the results from the OMQMP processes.

## **6. RENEWAL WORK REQUIREMENTS**

### **6.1. Renewal Work Plan**

- 6.1.1. Developer shall prepare and submit a Renewal Work Plan as part of the MMP that shall be updated annually with the MMP. The Renewal Work Plan shall provide a detailed approach for Renewal Work that includes maintenance, repair, reconstruction, and replacement of each applicable Element, which shall be identified and scheduled in an annual Renewal Work Schedule and a rolling five year Renewal Work Schedule to be updated annually with the MMP.
- 6.1.2. The Renewal Work Plan shall identify Developer's procedure for evaluating the condition of the Project, identification of needs for Renewal Work, the identification and reporting of the status of assets under the control of Developer and Developer's procedures for implementing Renewal Work based on the expected Useful Life of each of the Elements.
- 6.1.3. The following information shall be provided in the Renewal Work Plan:
  - a. Developer's overall approach to meeting Renewal Work requirements, and expected Renewal Work expenditure throughout the remainder of the Term;
  - b. Developer's procedure for optimizing the Useful Life of each Element, describing how the replacement cycle is determined based upon initial cost; maintenance cost; reliability; obsolescence; and other relevant factors;
  - c. Developer's annual update to the Useful Life Baseline Requirements Table. For each Renewal Element, Developer shall provide evidence based upon actual performance and condition in service, together with appropriate operations and maintenance records, that the Useful Life as set forth in the Useful Life Baseline Requirements Table will be met or exceeded;
  - d. Developer's procedure for assessing the condition of all Elements, including the critical structural Elements, against intended performance and predicting time to maintenance and Residual Life, including the inspection, testing and monitoring requirements;
  - e. Demonstration that Developer's approach to Renewal Work is aligned with Good Industry Practice. Developer is required to keep up to date with the latest techniques and research in life cycle maintenance and to demonstrate that all such innovation and research is adopted as warranted in its annual updates of the Renewal Work Plan;
  - f. Developer's procedure for the selection of suppliers and subcontractors needed to perform Renewal Work, including supply chain management procedures and procedures in place to ensure that quality of work for any Renewal Work is assured;
  - g. Staffing, organization and specific responsibilities for implementing the requirements for Residual Life Methodology and testing as required by Schedule 12 (*Handback Requirements*);
  - h. Developer's plan to achieve Handback Requirements for all Elements;
  - i. The methods and procedures to be used by Developer to estimate the expected cost of Renewal Work for each asset and component, demonstrating that the estimates are reasonable and appropriate; and
  - j. Planned Closures in order to conduct the Renewal Work, to be updated more frequently as required.
- 6.1.4. Updates to the Useful Life Baseline Requirements

Developer may submit proposed updates to the Useful Life Baseline Requirements Table to the Department for Approval no later than 90 Calendar Days before the then anticipated Substantial Completion Date, to reflect Good Industry Practice and specific attributes of Developer's final plan set (for example, where the final plan set incorporates a feature that is not included as a Renewal Element in the Useful Life Baseline Requirements Table), and thereafter no later than 60 Calendar Days before the end of each Contract Year. For each Renewal Element, the Department may take into consideration evidence based upon actual performance and condition in service, together with appropriate operations and maintenance records when considering a request by Developer to increase the Useful Life of any Renewal Element.

**6.2. Annual Renewal Work Schedule**

6.2.1. Not later than 60 Calendar Days before the end of each Contract Year, Developer shall prepare and submit to the Department for Acceptance a detailed annual Renewal Work Schedule for the following year consistent with, and including in respect of such year all information required in accordance with Section 6.3 of this Schedule 11 to be included in, the current five year Renewal Work Schedule.

6.2.2. Developer shall perform the Renewal Work as planned to comply with the applicable General Requirements and meet or exceed the applicable Targets.

**6.3. Five Year Renewal Work Schedule**

6.3.1. Not later than 60 Calendar Days before the end of each Contract Year, Developer shall prepare and submit to the Department for Acceptance a five year Renewal Work Schedule that identifies Developer's rolling five year plan for performing Renewal Work.

6.3.2. Developer shall use the results of all inspections and other relevant information to determine the Residual Life of each Element of the Project to demonstrate how the Handback Requirements will be met. The five year Renewal Work Schedule shall identify any necessary Routine Maintenance to be carried out according to an optimized replacement and renewal cycle such that Renewal Work is performed in accordance with this Section 6.

6.3.3. The five year Renewal Work Schedule shall include by Element:

- a. The estimated Residual Life of each Residual Element and the proposed strategy and activities that will be carried out to meet the Handback Requirements;
- b. The performance of the Renewal Elements, including any instances where a Renewal Element has not achieved its originally intended Useful Life;
- c. A description of any Routine Maintenance required to ensure that each Element of the Project continues to comply with the applicable General Requirements and meet or exceed the applicable Targets;
- d. A description of the type of Renewal Work anticipated to be performed at the end of the Element's Residual Life; and
- e. A schedule of anticipated planned maintenance needed to perform the Renewal Work including the nature, timing and duration of any associated Closures.

**6.4. General Renewal Work Obligations**

6.4.1. Developer shall perform Renewal Work (other than Department-Retained Renewal Work) whenever any one or more of the following conditions applies:

- a. Any Element is subject to deterioration that will or is reasonably likely to result in imminent or repeated failure to comply with the applicable General Requirements and meet or exceed the applicable Targets;
- b. An O&M Defect exists and Renewal Work is needed in order to ensure that Developer complies with its obligations under any of Sections 4.2.2, 4.2.3 or 4.2.4 of this Schedule 11;

- c. A Category 2 Defect exists (other than in an Excluded Element) and Renewal Work is needed to avoid the O&M Defect from deteriorating to a Category 1 Defect;
  - d. Any Element ceases to function, or dies (as in the case of certain landscaping); and/or
  - e. The frequency of repair is greater than the frequency of preventative maintenance recommended in the manufacturer's preventive maintenance schedule.
- 6.4.2. Developer shall perform all Renewal Work in accordance with the provisions of this Agreement relating to the performance of Construction Work that are applicable to the relevant item of Renewal Work, including compliance with associated maintenance of traffic requirements (provided that, for certainty, the provisions of Schedule 6 (Performance Mechanism) relating to Non-Permitted Operating Period Closures shall apply and not the provisions thereof relating to Non-Permitted Construction Closure Deductions) and the provisions listed in Section 6.4.3 of this Schedule 11 (and otherwise shall comply with all provisions of this Schedule 11 that apply to the performance of the relevant item of Renewal Work).
- 6.4.3. Such provisions shall include:
- a. The terms and procedures set forth in this Agreement that relate to Deliverables in respect of Construction Work;
  - b. The terms and procedures that relate to performance, design and construction standards in force at the time of the design of the Renewal Work;
  - c. All quality assurance and quality control provisions set forth in Schedule 8 (Project Administration);
  - d. Developer's obligation to employ an engineer licensed in Colorado to perform specified duties; and
  - e. The Department's rights to oversee and audit the Renewal Work.
- 6.5. **Recommended Department Renewal Work Plan**
- 6.5.1. At the same time as, pursuant to this Section 6, Developer submits a Renewal Work Plan or any update thereto (as part of its MMP), Developer shall in addition submit for Approval a plan (the "Recommended Department Renewal Work Plan") that details the Department-Retained Renewal Work that Developer recommends be performed with respect to the Excluded Elements. The Recommended Department Renewal Work Plan shall:
- a. be based on Developer's most recent inspection and asset condition assessment of the Excluded Elements;
  - b. be consistent with Developer's Renewal Work Plan in terms of approach, procedure and methodology in terms of identifying recommended work activities;
  - c. include rolling 12 month and five year work schedules, on a Contract Year basis;
  - d. include procedures for consultation between the Parties, reviews of drafts of the plan by the Department and joint inspections of the Excluded Elements prior to the formal submission of the plan pursuant to this Section 6.5.1.
- 6.5.2. Prior to submitting any Recommended Department Renewal Work Plan Developer pursuant to Section 6.5.1 of this Schedule 11, Developer shall ensure that the procedures referred to in Section 6.5.1.d of this Schedule 11 as included in the most recent Approved Recommended Department Renewal Work Plan shall have been completed.

## 7. MAINTENANCE MANAGEMENT INFORMATION SYSTEM

- 7.1.1. Developer shall implement a computer-based Maintenance Management Information System (MMIS) to record inventory, failures, repairs, maintenance activities and inspections performed. Developer shall enter all infrastructure Elements (including all Excluded Elements) into the MMIS with associated identifications (IDs) consistent with those descriptions and units of measure used

by the Department. Developer shall record all information in a consistent manner and shall ensure that all information is searchable by individual attribute. The Department shall have read-only remote access to the MMIS. The information contained in the MMIS shall be provided in exportable format to allow pertinent information to be included in the Department's maintenance system.

- 7.1.2. Developer shall include relevant information in the MMIS including, but not limited to, the following for each and every Element (including all Excluded Elements), as appropriate:
  - a. location, accurate to within one foot in 20 feet
  - b. equipment nomenclature;
  - c. serial number;
  - d. name;
  - e. date of installation;
  - f. technician identification;
  - g. type of failure;
  - h. date and time of failure;
  - i. date and time of response to the site;
  - j. date and time of return to service;
  - k. preventive maintenance work;
  - l. scheduled work;
  - m. work repair code;
  - n. failure and repair history;
  - o. statistical data on mean time between failure and mean time to repair; and
  - p. Closure log by time and location;
- 7.1.3. Developer shall also keep records of labor hours, expended materials, quantity and equipment types as well as the hours that the equipment was in operation. This information may be in CDOT component numbers or class code numbers.
- 7.1.4. Developer shall configure the MMIS to report work by Department function code, infrastructure Element, reference marker, crew and unit of measurement. In the MMIS, the information for bridges shall include National Bridge Inventory (NBI) sheets.

## 7.2. **Geographical Reporting in the MMIS**

- 7.2.1. The MMIS shall be capable of reporting system performance on a geographical basis to demonstrate compliance with operational and maintenance requirements. Within the MMIS, Developer shall incorporate a Geographical Information System (GIS), which shall use the same database engine as the MMIS and shall use the MMIS for display of Element information. All infrastructure Elements (including Excluded Elements) shall be identified on the MMIS.
- 7.2.2. The information displayed geographically shall include pavement condition measurements, maintenance limits, work performed by roadway segment, type of work, crew/contractor, and any other information relevant to the operation, maintenance and renewal of the infrastructure Elements.

## 7.3. **Creation, Updating and Hand Over of the MMIS**

- 7.3.1. Developer shall fully populate and make operational the MMIS prior to the issuance of NTP2 and shall keep the MMIS updated and operational for the duration of the O&M Period During Construction and the Operating Period. Developer shall provide equipment, facilities and training

necessary to permit remote, real-time, dedicated high-speed access to the MMIS, via one terminal each, for the Department. Developer shall provide an operating manual ('MMIS Operating Manual') and provide full demonstration of the functionality of the MMIS to the Department for Acceptance prior to the issuance of NTP2.

- 7.3.2. When an infrastructure Element is constructed, installed, maintained, inspected, modified, replaced or removed, Developer shall update the MMIS within three Calendar Days of completion of such work. Developer shall record Category 1 Defects and Category 2 Defects (including in Excluded Elements) on the MMIS within three Calendar Days of them coming to the attention of Developer. Developer shall record all other required information within 15 Calendar Days after completion or occurrence of the relevant activity.
- 7.3.3. Developer shall hand over the fully populated MMIS and everything required for its operation to Department, or other entity as directed by the Department, at the Expiry Date (or, if earlier, the Termination Date).

## **8. INSPECTIONS**

### **8.1. General Requirements**

- 8.1.1. Developer shall carry out inspections and continuous monitoring of all infrastructure Elements (including Excluded Elements) in accordance with the MMP. Developer shall use the results of inspections to develop and update the MMP, including the Renewal Work Plan, and to develop programs of maintenance and Renewal Work to minimize the occurrence of O&M Defects and impacts to Users and to ensure that Developer is complying with the applicable General Requirements and meeting or exceeding the applicable Targets. Developer shall cause trained and competent personnel to plan and implement a program of inspections of all infrastructure Elements (including Excluded Elements) which:
- a. verifies the continuing safety of the infrastructure Elements for Users;
  - b. prioritizes Category 1 Defects;
  - c. identifies Category 2 Defects to be included for repair either within Developer's annually recurring highway maintenance and repair program, as Developer's Renewal Work, or to be included in the Recommended Department Renewal Work Plan;
  - d. is responsive to reports or complaints received;
  - e. takes account of Incidents and Emergencies affecting the infrastructure Elements;
  - f. monitors the effects of extreme weather conditions and Precipitation Events; and
  - g. collects data to monitor performance of infrastructure Elements and to establish priorities for future maintenance operations and Renewal Work.

### **8.2. Inspection Frequency**

Developer shall annually review and update as necessary the schedule for inspections which will be appropriately spaced throughout the year. After periods of inclement weather or other events which may cause accelerated deterioration of assets, safety hazards or other detrimental impacts to the infrastructure Elements (including Excluded Elements), Developer shall conduct comprehensive visual surveys which will identify all such areas of concern.

### **8.3. General Inspections**

- 8.3.1. Developer shall perform general routine inspections in accordance with the MMP in order to identify all O&M Defects. Operations and maintenance records in respect of general inspections shall include details of the manner of inspection (e.g. types of Closures), the weather conditions and any other unusual features of the inspection. Developer shall perform general routine inspections such that Category 2 Defects are identified and (other than Category 2 Defects in Excluded Elements) repaired within the applicable Defect Remedy Period. O&M Defects which require Specialist Inspections to identify them may have different identification periods.

8.3.2. Developer shall use the results of the inspections described in its MMP and other relevant information to determine, on an annual basis, or more frequently, the Useful Life and Residual Life of each applicable Element. Developer shall use this information to update the scope of the Renewal Work Plan.

**8.4. Specialist Inspections**

Developer shall undertake Specialist Inspections for infrastructure Elements listed, including Excluded Elements, at a minimum, in Table 11-1 below and shall include the inspection results as operations and maintenance records.

**Table 11-1 – Specialist Inspections**

Element	Frequency
Roadway	Annual survey of pavement condition for the I-70 Mainline, CDOT Roadways and Local Agency Roadways within the O&M Limits at the time of the survey and all infrastructure Elements undertaken using automated condition survey equipment to measure all necessary criteria including: ruts, cracking, faulting, skid resistance and ride quality (IRI) according to the inspection and measurement methods set forth in <u>Appendix A-1</u> and <u>A-2</u>
Bridges and structures	Inspections and load rating calculations at the frequency specified in <u>Appendix A-1</u> and <u>A-2</u> . In addition, NBIS inspections as per FHWA regulations and at the frequency specified in FHWA regulations, AASHTO Bridge Management, and AASHTO Manual for Condition Evaluation of Bridges.
Electrical supplies to lighting, signs, traffic signals and communications equipment	Inspections as required by FHWA, electrical regulations, as well as all current Department M&S Standard Plans.
Mechanical, electrical, or plumbing equipment, including those associated with the Cover	Inspections as required by the MMP, the equipment manufacturer, and this Project Agreement.

**8.5. Roadway Condition Monitoring**

The Department will conduct a routine annual roadway condition survey as part of the Department statewide annual pavement condition data collection services performed by a contracted service provider. Data collected, at a minimum, will include the following:

- a. International Roughness Index (IRI) using AASHTO Standard Practices PP50-07, PP49-07, and RR43M/R43-7;
- b. Rutting using a 5-laser sensor rut bar in accordance with AASHTO PP38-00;
- c. Maximum faulting and average faulting for 1/10-mile segments measured in accordance with AASHTO R36-04; and
- d. Cracking Distress in accordance with Distress Identification Manual for Long-term Pavement Management Performance Project (FHWA-RD-03-031). This routine annual pavement condition survey will serve as a quality control check of Developer in order to

ensure that Developer is consistently monitoring the pavement condition in accordance with this Agreement.

The Department may conduct additional monitoring at any time in accordance with, and as and when permitted by, the provisions of the Project Agreement.

## **9. OPERATIONS MANAGEMENT PLAN**

### **9.1. General**

9.1.1. Developer shall prepare the Operations Management Plan (OMP) to meet the operating requirements set forth in this Schedule 11 and shall include information regarding the procedures for the O&M Period During Construction and the Operating Period.

9.1.2. Developer shall submit the OMP to, and obtain the Acceptance thereof from, the Department prior to the issuance of NTP2 and shall submit an updated version to the Department for Acceptance by the Department prior to Substantial Completion. In addition, the OMP shall be updated and submitted for Acceptance annually no later than 60 Calendar Days before the end of each Contract Year. The OMP shall also be updated more frequently as required, during the Construction Period or the Operating Period to indicate changes to relevant protocols, agreements, and other interactions with other entities and to indicate requirements for equipment and systems that have been revised, upgraded, or replaced. Developer shall comply with the latest Accepted OMP.

### **9.2. OMP Contents**

9.2.1. The OMP submitted (i) prior to the issuance of NTP2, shall include, at a minimum, details of the approach, procedures and means of implementation in respect of the following in respect of both the O&M Work During Construction Period and the Operating Period (except to the extent that any of the following are inapplicable to the relevant period and, where applicable, identifying any differences between such periods) and (ii) prior to Substantial Completion, shall include, at a minimum, such details in respect of the Operating Period (except to the extent that any of the following are inapplicable to such period):

- a. Overview description of all facilities, systems and equipment to be operated by Developer;
- b. Organizational structure to ensure 24 hour response to Incidents and Emergencies;
- c. Monitoring the safety and operational performance of the Project;
- d. Staffing plan procedures, including staff qualifications, training and certification processes;
- e. Incident response, management and reporting;
- f. Traffic operations restrictions, including permitted Closure hours;
- g. Description of how operations performance monitoring will be accomplished;
- h. Establishment of plans and procedures in meeting notification and database requirements in compliance with Part 6 (Reporting Requirements) of Schedule 6 (Performance Mechanism);
- i. Operating protocols, agreements and interactions with the various entities and agencies with interests in the Project, including the Tolloed Express Lanes;
- j. Standard operating and communication procedures for emergency preparation, response, and recovery, including impacts from extreme weather conditions;
- k. Planning and coordination with all affected Governmental Authorities, including Emergency Services;

- l. Liaison and coordination with the Colorado Traffic Management Center or any other entities that may establish traffic management centers in the area;
  - m. Analysis of vehicular accident patterns to identify safety issues and implement cost effective solutions to maximize safety;
  - n. Identification, containment and disposal of Hazardous Substances spills with reports to the Department;
  - o. Prompt investigation of reports or complaints received from all sources;
  - p. Establishment of procedures for external communication system messaging resulting in improved dissemination of information and safety notices in reference to, and in compliance with, the requirements of Schedule 14 (Strategic Communications);
  - q. Establishment of guidelines and procedures for handling system failures and ensuring that all failures are properly documented;
  - r. Staff qualifications, equipment availability, response and cleanup as a result of fuel spills or other contamination-causing events;
- 9.2.2. The OMP shall include the following appended Plans:
- a. Snow and Ice Control Plan;
  - b. Incident Response Plan; and
  - c. Courtesy Patrol Service Plan, which shall provide an overview and establish procedures for the Courtesy Patrol Services as described in Section 10 of this Schedule 11;
- 9.3. **Snow and Ice Control Plan**
- 9.3.1. Developer shall submit a Snow and Ice Control Plan as part of the OMP. The Snow and Ice Control Plan and subsequent updates shall address requirements for the operations, management, proposed equipment, maintenance yards, materials, staffing and all other items necessary to comply with the applicable General Requirements and meet or exceed the applicable Targets related to Snow and Ice Control Services. An annual update to the Snow and Ice Control Plan shall be submitted by September 1 of each year for Acceptance by the Department.
- 9.3.2. The Snow and Ice Control Plan shall outline procedures that will be implemented to maintain the I-70 Mainline, and other infrastructure Elements and portions of the CDOT Roadways (in each case) as identified in the O&M Limits Reference Drawings, free from snow and ice to comply with the applicable General Requirements and meet or exceed the applicable Targets including location of maintenance yards, procedures for snow and ice clearance plans to maintain traffic flows during and after a Precipitation Event, procedure for sourcing and analysis of weather information, procedures for meeting response times, procedures for meeting treatment and sweeping requirements to counteract ice and snow accumulation, procedures for techniques to be adopted on all lane types including Tolled Express Lanes and General Purpose Lanes.
- 9.3.3. The Snow and Ice Control Plan and all updates shall at a minimum include details of the following:
- a. Management and administration;
  - b. Safety approach and compliance with O&M Safety Plan;
  - c. Quality approach and compliance with O&M Quality Management Plan;
  - d. Description of facilities that will be used for staging, including locations;
  - e. Approach to monitoring and oversight;
  - f. Frequency of monitoring patrols during and between Precipitation Events;
  - g. Weather forecasting systems, processes and procedures;

- h. Equipment, number, size and type;
- i. Materials and chemicals to be used;
- j. Description of Snow Routes and route analysis to support the equipment and resources required, including the following information:
  - i. Cycle time (time it takes to complete route);
  - ii. Individual maps clearly showing each winter vehicle route with clear route identification numbers. The colored maps shall be in native file and PDF format, and of sufficient scale that the starting and ending points are clear. Locations of features affecting the route description, including multiple lanes, ramp configurations, channelizations, Tolloed Express Lanes, dead heading, turnarounds and other special features that may affect plowing and/ or material spreading times shall be shown; and
  - iii. Summary map with all routes clearly labeled on one map.
- k. Description of patrol size and philosophy of plowing including shift and shift change times;
- l. Call out procedures including personnel, contact lists;
- m. Details on how response times will be addressed;
- n. Application procedures for liquid and/or solid de-icers and anti-icers;
- o. Calibration of Spreaders and liquid de-icer and anti-icer equipment;
- p. Staff training plan;
- q. Precipitation Event reporting and documentation;
- r. Procedure for post-Precipitation Event clean-up work, including stockpiling of excess snow, which shall not be stored in the clear zone;
- s. Procedure for sweeping;
- t. Procedure for meeting Denver Regional Council of Government's air quality requirements after Precipitation Events;
- u. Procedure for reporting including results with respect to Performance Requirements, and pre- and post- event meetings.

#### 9.4. Incident Response Plan

- 9.4.1. Developer shall submit an Incident Response Plan ("IRP") as part of the OMP that is consistent, and demonstrates how Developer will comply, with Incident management requirements of relevant Governmental Authorities. In the IRP, Developer shall address as a minimum:
  - a. description of Developer's specific responses to Incidents;
  - b. the responsibility to prepare, and turnaround time for the preparation of, monthly Incident reports in electronic format (and as further specified in this Schedule 11) and submission of them to the Department when Incidents occur;
  - c. all issues associated with Hazardous Substances spills; and
  - d. necessary coordination responsibilities with the Department and relevant Governmental Authority and Emergency Services personnel when Incidents occur.

### 10. COURTESY PATROL REQUIREMENTS

#### 10.1. Patrols

10.1.1. For the duration of the O&M Period During Construction and the Operating Period, Developer shall provide Courtesy Patrol Services service for the Project as described in this Section 10 and in Appendix B to this Schedule 11. The purpose of the service is to reduce congestion and potential safety risks on the Project by:

- a. Continuously patrolling within the Project during peak and non-peak traffic hours and weekends;
- b. Providing towing and motorist assistance services;
- c. Providing towing services for the Tolled Express Lane(s) and General Purpose Lane(s);
- d. Providing on-call severe weather emergency or planned Special Event towing services; and
- e. Quickly locating, assisting, and/or removing any disabled vehicles thereon as soon as possible.

10.1.2. Categories of Service

- a. Developer shall provide five general categories of service, as follows:
  - i. To locate a disabled vehicle on the shoulder of the highway segment and, at the motorist's election, to move the vehicle to an appropriate drop-site and there to provide the limited assistance available to Developer (i.e. flat tire, out of gas, etc.) if such assistance will make the vehicle operational;
  - ii. To locate a disabled vehicle in traffic on the highway segment and, at the motorist's election, to move the vehicle either to the shoulder of the highway segment or to an appropriate drop site, and there to provide the limited assistance available to Developer if such assistance will make the vehicle operational;
  - iii. To assist motorists, and Local Agencies or Emergency Services as requested, concerning an accident or other emergency on the highway segment. Such assistance includes, without limitation, towing or pushing vehicles as directed, protecting the scene of an accident, cleaning up debris caused by an accident, and calling and assisting local law enforcement in the event of an accident;
  - iv. To pick up light debris on roadway; and
  - v. Data collection communication to the Department.

## **11. SNOW AND ICE CONTROL SERVICES**

11.1. Subject to Developer's obligations to perform Snow and Ice Control Services in accordance with Section 2.2.2.b of this Schedule 11, Developer shall provide Snow and Ice Control Services on the I-70 Mainline, and other infrastructure and portions of the CDOT Roadways (in each case) as identified in the O&M Limits Reference Drawings, commencing on and from the Snow and Ice Control Commencement Date for the remainder of the O&M Period During Construction and the Operating Period in accordance with the requirements in this Schedule 11, including Appendix A-1 and Appendix A-2 to this Schedule 11.

11.2. Developer shall achieve a Level of Service 'A' with respect to all snow and ice control "survey items" as identified in CDOT's Maintenance Levels of Service Manual, including condition 1 with respect to "snow removal's road condition" requirement in the manual.

11.3. Developer is required to use all available resources to assess weather conditions and make decisions and direct actions that maintain the travel ways as safe as possible during and after the occurrence of any Precipitation Event that causes the roadway or any portion of the Project to accumulate snow and/or ice. Developer shall use all available resources to maintain safety on the travel ways and for ensuring that all Developer staff are aware of the relevant requirements specified in Appendix A to this Schedule 11. The Snow and Ice Control Services include, but are

- not limited to, loading materials on trucks, snow plowing and the application of liquid and solid de-icers and anti-icers within the O&M Limits.
- 11.4. Developer shall also be responsible for all clean up following the occurrence of a Precipitation Event including touch up work to remove snow that could cause freeze-thaw or traffic hazards and sweeping as required by the Denver Regional Council of Governments. Developer shall place necessary Snow and Ice Control Equipment in service and react to changing weather and roadway conditions as quickly as possible, and at a minimum shall meet the response times specified in Appendix A-1 and A-2 to this Schedule 11.
- 11.5. Developer shall take all necessary actions to achieve the following.
- a. Provide all Snow and Ice Control Services.
  - b. Provide all resources necessary for the performance of the Snow and Ice Control Services.
  - c. Minimize delay and inconvenience to Users as a result of the occurrence of any Precipitation Event.
  - d. Identify all O&M Defects and damage which are caused by any Precipitation Event or Developer causes in the provision of the Snow and Ice Control Services and correct all such O&M Defects (other than Category 2 Defects in Excluded Elements that are not caused by Developer) and damage.
  - e. Monitor and observe weather and weather forecasts to proactively deploy resources to minimize delays and safety hazards due to Precipitation Events.
  - f. Minimize the risk of damage, disturbance or destruction of third party property during the provision of the Snow and Ice Control Services.
  - g. Coordinate with the Department and Local Agencies with statutory duties or functions in relation to the Snow and Ice Control Services. Coordination shall include interface, edge areas, and boundaries between Developer, the Department, and the Local Agency to ensure the Site and adjacent vicinity is covered. This includes facilitating meetings with all stakeholders prior to each winter season for such coordination, and after each winter season for debriefing. Such meetings shall occur annually at a minimum and more frequently as required or as requested by the Department or Local Agency.
  - h. Provide all necessary post-Precipitation Event sweeping.
  - i. Provide oversight and inspection to assure that the Snow and Ice Control Services are being conducted in accordance with the provisions of the Snow and Ice Control Plan and in accordance with the O&M Safety Plan.
  - j. Actively participate in meetings scheduled by the Department to plan for all forecast Precipitation Events and for debriefing after all Precipitation Events.
- 11.6. Snow and Ice Control Equipment
- 11.6.1. Developer shall determine the equipment (the "Snow and Ice Control Equipment") including service vehicles, loaders and trucks that it requires to provide the Snow and Ice Control Services to comply with the applicable General Requirements and meet or exceed the applicable Targets. The Snow and Ice Control Equipment required by Developer shall be determined based on an annually reviewed or updated route analysis conducted by Developer, and in accordance with Good Industry Practice. The Snow and Ice Control Equipment shall also include such equipment as is expressly required by this Schedule 11.
- 11.6.2. Each item of Snow and Ice Control Equipment used by Developer in the provision of the Snow and Ice Services shall have the necessary valid registrations, permits, licenses, insurance and certifications. Developer shall maintain each item of Snow and Ice Control Equipment to the minimum standard established by commercial vehicle inspection as enforced by the Colorado State Patrol Motor Carrier Safety Section, which is charged with ensuring the safe operation of all

commercial vehicles and operators within the State, and the Federal Motor Carrier Safety Regulations which apply in the State of Colorado.

- 11.6.3. If any item of Snow and Ice Control Equipment is not in a safe condition, then it shall be removed from the worksite and immediately replaced with an item of Snow and Ice Control Equipment that meets all requirements of this Section 11. Any such item of Snow and Ice Control Equipment shall not be returned to service until the necessary repairs or modifications have been made.
- 11.6.4. Each item of Snow and Ice Control Equipment used by Developer shall bear the name of Developer and shall be assigned a unique number that is prominently displayed on either side of the Snow and Ice Control Equipment while in use.
- 11.6.5. Developer shall equip all winter operations spreading equipment with on board electronic Spreader control system designed to control the application of highway de-icing chemicals.
  - a. The system shall consist of: a programmable microprocessor control console, with light emitting diode (LED), vacuum fluorescent display (VFD), or liquid crystal display (LCD) that are easy to read during both day and night operation. The controller shall display to the Spreader operator, application rate settings, gate setting, spinner speed setting, material selected - both granular and liquid, and shall indicate errors. The system operating mode shall indicate manual or automatic. The system shall include a means to transfer data to an Automated Vehicle Locator (AVL) system. The discharge of de-icing material shall be controlled proportional to road speed at the pre-programmed application rates.
  - b. The Spreader control system shall incorporate a data collection system that records all specified data for each event during an operation. A new event occurs every time that the system power is turned on or off, the application rate is changed, material selection is changed, data is downloaded, the operating mode changes, incorrect gate setting, or insufficient material detected.
  - c. The data collected per event shall include, Truck Number, Event Start Date, Event Start Time, 24 hour clock (HH:MM), Material Type Solid, Spinner Mode (Single or Dual), Spread Rate (lbs/mi), Total Distance (mi), Spread Distance (mi), Spread Quantity (lbs), Blast Distance (mi), Blast Quantity (lbs), Event Type, Material Type Liquid, Pre-wet Liquid Rate (%) and Pre-wet Volume (gal).
  - d. The system shall have sufficient memory to store a minimum of 100 events per category before downloading is required.
- 11.6.6. Developer shall equip all winter operations spreading, plowing and anti-icing equipment including patrol vehicles with digital infrared temperature indicating system for both road surface and ambient temperatures, suitable for vehicle mounting and operation. The sensor shall accurately sense road surface and ambient temperatures in all weather conditions and will be capable of taking samples at a minimum of 10 times/second, while the vehicle is not moving or in full motion, to provide "real time" temperature readings. The system accuracy will be +/-1.0°F@32°F, in all operating ambient temperatures from -40°F to 150°F.
- 11.7. Snow and Ice Removal Restrictions

Snow and Ice Control Services performed in any lanes closed to traffic and behind all temporary barriers shall be done in a way to avoid placing snow back into open lanes of traffic. Snow shall be removed far enough from the edge of travel lanes that runoff from melting snow will not enter into the travel lanes. Developer shall not create windrows or snow piles that may block ramps, intersections or adjoining Local Agency Roadways nor shall Developer leave any windrow or snow piles that may become hazards after a Precipitation Event. Developer shall not cast snow onto the General Purposes Lanes from the Tolloed Express Lanes or onto any roads beneath bridges when snowplowing or working on bridges or overpasses. Developer shall not cast snow onto private property, nor cast snow in a way that would cause damage to that property. Notwithstanding other reporting or monitoring requirements identified in this Schedule 11,

Developer shall additionally be required to self-report using forms that contain at least the minimum information required by Appendix C to this Schedule 11.

11.8. De-icing and Anti-icing Chemicals

All de-icing and anti-icing chemical materials introduced into the Environment by Developer shall meet or exceed Pacific Northwest Snow Fighters (PNS) criteria, and materials used shall be materials identified on the PNS approved products list, which such materials shall not have any known adverse reactions when used with CDOT anti-icing and de-icing materials. All de-icing and anti-icing chemical materials introduced into the Environment by the Developer shall also conform to the requirements of the Colorado Department of Public Health and Environment, Air Quality Control Commission's Regulation 16.

**12. AUTOMATED VEHICLE LOCATOR**

12.1. AVL Requirements

- a. Developer shall install and maintain an automated vehicle locator (AVL) system for vehicles used on the Project to perform O&M Work on the Site, including but not limited to:
  - i. Winter vehicles, such as vehicles equipped for spreading winter materials of any kind, vehicles equipped for plowing with one-way plow, reversible plow, plow and/or wing plow, tow plow or any combination thereof;
  - ii. Patrol vehicles, such as Courtesy Patrol Service vehicles, and vehicles such as pick-up trucks and cars used in roadway patrol and project supervision; and
  - iii. Other vehicles for O&M Work, such as dump trucks, flatbed trucks, crew cabs, pavement marking vehicles, crash trucks, electrical maintenance vehicles, Incident response vehicles, and sweepers;
- b. AVL is not required on equipment used for Renewal Work.
- c. The system shall track, store, display (on a state highway base map) and report movements and actions, in real-time, with instant live replay every 10 to 12 seconds while in use, 24 hours a day, seven days a week. The system shall transmit data even when the vehicle is turned off. The on-board AVL/GPS unit shall allow for data to be stored when there is no wireless network present, and then uploaded once network service is re-gained. The on-board unit's software shall continuously run tests to determine whether or not network coverage exists prior to transmitting data, to ensure there will be no data loss. If a loss of coverage is detected, the unit shall immediately begin to store the data within the on-board memory allocated to this application.
- d. The system shall be capable to read and transmit all data captured by the electronic Spreader control units in all Spreaders, Tow Plow Spreaders and/or plow Spreader combination units and digital infrared temperature indicating system.

**13. REPORTING AND LIAISON**

**13.1. Monthly Operations and Maintenance Reporting Requirements**

- 13.1.1. During the O&M Period During Construction and the Operating Period, Developer shall report on all of the monthly O&M Work activities performed during the previous month and the planned activities for the upcoming month ("Monthly O&M Report"). Monthly O&M Reports shall be submitted to the Department for Acceptance no later than the 10<sup>th</sup> Working Day of each month, with the first such report to be submitted in the month following the month in which NTP2 is issued.
- 13.1.2. The Monthly O&M Reports shall contain at minimum the following information with respect to maintenance activities:

- a. A summary of planned O&M Work activities for the month during which the report is submitted and the following month;
  - b. A summary of the O&M Work performed and completed for the previous month;
  - c. A summary of the planned maintenance that was not completed for the previous month, including the reasons for the non-completion and a summary of deferred days for each deferred item;
  - d. Summary of the maintenance activities and results performed for the previous month beyond the planned maintenance activities for that month;
  - e. Developer's Incident response logs related to maintenance activities, including a time-based report of all actions and activities performed by Developer including a description of any damages including the date, infrastructure component, details of the resulting Category 1 Defect or Category 2 Defect or damage;
  - f. Detailed results of all inspections, assessments and testing activities, including the related procedures and forms; and
  - g. Preventative maintenance plan and progress;
- 13.1.3. The Monthly O&M Reports shall contain at minimum the following information with respect to operations activities:
- a. Monthly Incident reports: For any Incidents that in the previous month result in damage to any Elements or require response of Emergency Services. The report shall be created identifying the nature of the Incident, time, date, location, parties involved, and actions taken. For Incidents involving fatalities, Developer shall submit the Incident report to the Department within 24 hours of the Incident;
  - b. Reports on O&M Defects: For each O&M Defect in an Element identified in the previous month, the report shall identify the location, nature, and cause of the O&M Defect and the steps that will be, or have been, taken by Developer or (in the case of Category 2 Defects in Excluded Elements) the Department to address the O&M Defect;
  - c. Summary of conformance with OMQMP in the previous month;
  - d. Environmental monitoring activities, including the requirements specified in Schedule 17 (Environmental Requirements), performed in the previous month;
  - e. Snow and Ice Control Services performed in the previous month; and
  - f. Courtesy Patrol Services activities in the previous month;
- 13.1.4. Developer shall report on other data that are tracked in the MMIS, the AVL system, or other relevant information, as may be reasonably requested by the Department.
- 13.2. Annual Operations and Maintenance Reporting**
- 13.2.1. The annual report ("Annual O&M Report") shall be submitted no later than 30 Calendar Days after the end of each Contract Year to the Department for Acceptance, and shall contain at minimum the following information:
- a. An overall summary of the performance for the year including quality, safety, environmental aspects;
  - b. A summary of the planned maintenance and operations activities for the Contract Year in which the report is submitted;
  - c. A summary of the maintenance and operations activities performed and completed for the year along with the results.

- d. A summary of the Renewal Work that was performed, including the type of work performed and the dates of commencement and completion of the work. As-Built drawings associated with Renewal Work shall also be provided;
- e. A summary of the planned activities that were not completed for the year, including the reasons for the incompleteness and a summary of deferred days for each deferred item;
- f. Summary of the maintenance and operations activities performed for the year beyond the planned activities for that year;
- g. Summary of Noncompliance Points accrued including details of each Noncompliance Event;
- h. Summary of Non-Permitted Closures including details of each Non-Permitted Closure;
- i. Developer's Incident response logs including a time-based report of all actions and activities performed by Developer;
- j. Results of all inspections, assessments and testing activities;
- k. Preventative maintenance plans and progress; and
- l. Other data that are tracked in the MMIS, the AVL system, and other information as may be reasonably requested by the Department.

### 13.3. Project Meetings

- 13.3.1. Developer shall schedule, prepare an agenda, and facilitate monthly meetings, or as needed, with the Department representatives to discuss the O&M Work and to review O&M Work status including the reports required in this Schedule 11. The items to be discussed shall include, but not be limited to: O&M Work in the previous month, planned O&M Work for the following month, public information and User issues, future Closures, Incidents and Emergencies, Incident management coordination, accrual of Noncompliance Points, Construction Closure Deductions and Operating Period Closure Deductions, and any other pertinent information related to the O&M Work. The Department may wish to hold separate meetings for general management/operations and maintenance as required.
- 13.3.2. The Department may request a meeting at any time to discuss O&M Work-related issues and accidents. In addition, Developer shall coordinate meetings to be held at least one week prior to planned Closures. Developer shall be required to actively participate in toll system meetings, major work meetings, meetings to plan for all forecast Precipitation Events and for debriefings after all Precipitation Events, planning meetings and others as directed by the Department, and shall provide assistance, information, and expertise as needed.
- 13.3.3. Developer shall conduct Incident debriefings to review lessons learned and best practices. These Incident debriefings shall be summarized at subsequent meetings. Developer shall be required to attend quarterly meetings with the Department to review any safety and traffic operations issues or requests related to the O&M Work of any Elements.
- 13.3.4. Section 9.1 of Schedule 8 (Project Administration) shall apply to the preparation of minutes for all meetings held pursuant to this Section 13.3.

### 13.4. Project Liaison

- 13.4.1. Developer shall liaise with the Department and other Governmental Authorities, companies including Utilities and adjoining jurisdictions to ensure that planned maintenance and other proposed Closures do not conflict with closures on adjacent facilities or Governmental Approvals or Permits granted for right of access or special hauling.
- 13.4.2. Developer shall liaise with the Department to keep informed of Governmental Approvals or Permits granted for the Project.
- 13.4.3. Developer shall provide the Department with one point-of-contact, Developer's Representative, as a member of Developer's Key Personnel with authority to coordinate all O&M Work. The

Department will require contact details for the primary, secondary and back-up contacts that are knowledgeable with the O&M Work and have decision making authority.

**13.5. Annual Review of O&M Work**

13.5.1. The Department will meet with Developer to discuss any potential impacts to the O&M Work, including those that may result from the occurrences below as well as any changes which may be required to the MMP and OMP:

- a. A change to statewide maintenance programs or practices;
- b. A change to any of the policies, procedures, standards, manuals, handbooks, guides, specifications, or any other State, local, or federal documents used to monitor the performance of the O&M Work;
- c. Increased maintenance due to the construction of roadways, structures, and facilities not included in the Department’s work program at the time of execution of this Agreement;
- d. Increased maintenance due to the transfer of ownership to the Department of non-state roadways, structures, and facilities within the O&M Limits; and
- e. Additional requirements as a result of traffic operational improvements.

**14. DELIVERABLES**

**14.1. Deliverable Requirements**

At a minimum, Developer shall submit the following to the Department for Information, Acceptance, and/or Approval in accordance with the timeframes specified.

<b>Deliverable</b>	<b>Information, Acceptance, Approval</b>	<b>Schedule</b>
O&M Limits During Construction Drawings; and subsequent updates	Acceptance	Prior to the issuance of NTP2; Updated as required
Baseline Asset Condition Inspection Plan	Acceptance	Prior to the issuance of NTP2
Baseline Asset Condition Report	Acceptance	Prior to the issuance of NTP2
O&M Limits After Construction Drawings	Acceptance	Prior to the issuance of Substantial Completion
MS4 permit annual reporting	Acceptance	December 31 of each Calendar Year
Updates to Performance and Measurement Table in Appendix A-2	Approval	90 Calendar Days before the anticipated Substantial Completion Date; no later than 60 Calendar Days before the end of each Contract Year

<b>Deliverable</b>	<b>Information, Acceptance, Approval</b>	<b>Schedule</b>
Maintenance Management Plan (MMP), including Plans forming the MMP	Acceptance	Prior to the issuance of NTP2, and updated version prior to Substantial Completion; 60 Calendar Days before the end of each Contract Year; or more frequently as required.
Operations Management Plan (OMP), including Plans forming the OMP	Acceptance	Prior to the issuance of NTP2, and updated version prior to Substantial Completion; 60 Calendar Days before the end of each Contract Year; or more frequently as required.
Snow and Ice Control Plan	Acceptance	Same schedule as the OMP; and annual updates by September 1 of each year
Monthly O&M Report	Acceptance	No later than 10 <sup>th</sup> Working Day of each month commencing the month following the issuance of NTP2
Annual O&M Report	Acceptance	30 Calendar Days after the end of each Contract Year
Maintenance Management Information System (MMIS) Operating Manual, and demonstrated functionality	Acceptance	Prior to the issuance of NTP2
Updates to Useful Life Baseline Requirements Table	Approval	90 Calendar Days before the anticipated Substantial Completion Date; and no later than 60 Calendar Days before the end of each Contract Year thereafter
Annual Renewal Work Schedule	Acceptance	Not later than 60 Calendar Days before the end of each Contract Year
Five Year Renewal Work Schedule	Acceptance	Not later than 60 Calendar Days before the end of each Contract Year
Recommended Department Renewal Work Plan	Approval	Prior to the issuance of NTP2, and updated version prior to Substantial Completion; and not later than 60 Calendar Days before the end of each Contract Year

**15. APPENDICES**

- Appendix A-1 Performance and Measurement Criteria During Construction
- Appendix A-2 Performance and Measurement Criteria After Construction
- Appendix B Courtesy Patrol Requirements
- Appendix C I-70 East Snow Removal Survey
- Appendix D O&M Work Responsibility for Structures

**Appendix A-1 – Performance and Measurement Criteria During Construction**

Unless stated otherwise, Measurement Criteria for pavement related Performance Requirements shall be measured using procedures, techniques, and the measuring equipment used shall be consistent with the Colorado DOT Distress Manual for HMA and PCC Pavements by National Center for Pavement Preservation, Appendix B of the Development of a Pavement Preventative Maintenance Program for the Colorado Department of Transportation, Report No. CDOT-DTD-R- 2004-17 Final Report.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>1 PAVEMENT (ROADWAY, RAMPS, ACCESS ROADS AND OTHER PAVED AREAS)</b>							
1.1	I-70 Mainline, CDOT Roadways, and Local Agency Roadways and connecting structures.	Elements to be free from obstructions and debris.	2 hrs	N/A	N/A	Visual Inspection	No Obstructions or debris noted by visual inspection.
1.2	Pavement - All roadways, including ramps, detours, and shoulders (mainline including the bridge deck, covers, gratings, frames, expansion joints and boxes)	Smooth and quiet surface course with adequate skid resistance and free from Defects.	2 hrs	24hrs	12 mo.	<p><b>a) Localized deficiencies -</b> Physical measurement.</p> <p><b>b) Faulting</b></p> <p><b>c) Lane to lane, and lane to shoulder drop-off -</b> Physical measurement</p> <p><b>d) Instances of pavement failures-</b> Visual Inspection of roadway surfacing</p> <p><b>e) Edge drop-offs</b> Physical measurement of edge drop-off level to adjacent surface</p>	<p>Maintain or exceed condition as identified in the BACR.</p> <p>Maintain or exceed condition as identified in the BACR.</p> <p>No instances of drop-off greater than 1.0 inch.</p> <p>No instances of failure, including potholes, greater than 1.0 sq-ft and 1.5 inch in depth.</p> <p>No instances of base failures, punch-out's and jointed concrete pavement failures.</p> <p>Maintained roadway (including shoulder) free from instances greater than 2".</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
1.3	Pavement - All roadways, including ramps, detours, and shoulders (mainline including the bridge deck, covers, gratings, frames, expansion joints and boxes)	Removal of deleterious material and repair of damaged pavement	12 hrs	28 days	N/A.	Oil, antifreeze, gasoline or other liquids spilled from vehicles onto traffic lanes is removed from the roadway.	Incident logs and maintenance records demonstrate scheduled inspections and clean up times.
1.4	Crossovers, access roads and other paved areas	Elements are free of Defects.	12 hrs	28 days	12 mo.	Measurement of potholes and base failures.	No instances of potholes or base failures.
1.5	Curbs	Maintain or exceed the condition as identified in the BACR.	7 days	28 days	N/A	Visual inspection	Maintain or exceed condition as identified in the BACR.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>2. DRAINAGE SYSTEMS</b>							
2.1	Storm Sewer Systems (conduit, catch basins, inlets, manholes, outfalls), including adjacent drainage conduit extending from an existing drainage structure to the next downstream existing drainage structure.	Each element of the drainage system is maintained to ensure it functions correctly from the point at which water drains to the outfall or drainage way.	2 hr	28 days	N/A	Compliance with the CDOT Level of Service Manual (Drainage Inlets and Structures).  Measurement of clogging of pipes, conduits, catch basins, inlets, or outfalls.	Maintain or exceed condition as identified in the BACR.
2.2	Open Water Carriers (standard roadside ditches, median ditches, relocated channels, channel linings)	Each Element of the drainage system is maintained to ensure it functions correctly.	24 hrs	28 days	N/A.	Visual inspection and all elements rated in accordance with the CDOT Level of Service Manual (Drainage Ditches).	Maintain or exceed condition as identified in the BACR.  No instances of: Undermining, undercutting, erosion, or obstructions impeding the flow of water

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
2.3	Pavement Drainage (trench drains, slotted drains, gutters, catch basins, inlets, outlets)	Each element of the drainage system is maintained to ensure that it functions correctly.	2 hrs	28 days	N/A	Measurement of standing water within the I-70 Mainline and on paved surfaces.	Maintain or exceed condition as identified in the BACR.
2.4	Culverts	Culvert is maintained and functions correctly, joints remain soil tight and erosion controlled.	2 hrs	28 days	N/A.	Culvert condition and functionality.	Culvert functioning as designed.
2.5	End Treatments (Headwalls, precast reinforced concrete outlets, concrete apron)	Elements are maintained and function correctly.	24 hours	28 days	N/A	Visual inspection of erosion, undercutting, scour, cracked, spalled, or broken concrete.	Maintain or exceed condition as identified in the BACR.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
2.6	Storm water systems	Storm water systems installed as permanent features maintained, functioning correctly, and operating as designed.	24 hrs	28 days	N/A	<p>Compliance with regulations and standards and in accordance with CDOT's Erosion Control and Storm Water Quality Guide (ECSQG).</p> <p><b>Manufactured Systems:</b> Compliance with manufacturers manuals</p> <p><b>Vegetated Biofilters/Filter Strips:</b> Inspection of slopes and ditch bottom; vegetation management; debris and litter management.</p> <p><b>Detention Ponds:</b> Inspected and checked for compliance with management plan.</p> <p><b>Bioretention Cell, Infiltration:</b> Inspected for excessive ponding; overgrown vegetation, litter/debris; erosion and deposition; and outlet structure clogging</p> <p><b>Infiltration Basin/Trenches:</b> Inspected for debris, overgrown vegetation, level of sedimentation; and condition of observation wells;</p> <p><b>Constructed Wetlands:</b> Effectiveness of vegetation management; absence of erosion, clogging; litter/debris and sediment.</p>	<p>Operate as designed and no instances of non-compliance with regulations and standards and ECSQG.</p> <p>Operate as designed and routine clean-out, removed material sampled and tested in line with manufacturers manuals</p> <p>Filters performing as designed.</p> <p>All systems operate as designed and no instances of excessive ponding, threats to structural soundness of embankments and outlet structures; excessive erosion and sediment, seepage from embankments, overgrown vegetation, outlet clogging or litter/debris.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
2.7	Discharge systems	Surface water discharge systems perform their proper function and discharge to groundwater and waterways complies with the relevant regulations and permits.	24 hrs	28 days	N/A	Compliance with regulations and in accordance with CDOT's Erosion Control and Storm Water Quality Guide.	No instances of non-compliance.
<b>3. STRUCTURES</b>							
3.1	Structures having an opening measured along the center of the roadway of more than 20 feet between under copings of abutments or springlines of arches or extreme ends of openings or multiple boxes.	Substructures and superstructures are free of: <ul style="list-style-type: none"> <li>• undesirable vegetation</li> <li>• debris and bird droppings</li> <li>• blocked drains, weep pipes manholes and chambers</li> <li>• blocked drainage holes in structural components</li> <li>• Defects in joint sealants</li> <li>• Defects in pedestrian protection measure</li> <li>• scour damage</li> <li>• corrosion of rebar</li> <li>• paint system failures</li> <li>• impact damage</li> </ul> Bridge structures maintain a minimum vertical clearance of 16.5 feet over traveled lanes. Maintain structures to specified condition rating.	24hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation, the FHWA Bridge Inspector Reference Manual, AASHTO Manual for Bridge Element Inspection, and Recording and Coding Guide for the Structural Inventory and Appraisal of the Nation's Bridges.	Records as required in the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation.  No occurrence of NBI and Pontis condition rating below the BACR condition.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.2	Structure component	i) Expansion joints are free of: • dirt debris and vegetation • Defects in drainage systems • loose nuts and bolts • Defects in gaskets • leaking  ii) The deck drainage system is free of all and operates as intended.  iii) Barriers are free of: • loose nuts or bolts • blockages of hollow section drain holes • vegetation • accident damage  iv) Bearings and bearing shelves are clean.	24 hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation, the FHWA Bridge Inspector Reference Manual, AASHTO Manual for Bridge Element Inspection, and Recording and Coding Guide for the Structural Inventory and Appraisal of the Nation's Bridges.	Records as required in the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation.  No occurrences of NBI and Pontis condition rating below the BACR condition.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.2 (cont.)	Structure component (continued)	<p>v) Sliding and roller surfaces are clean and greased to ensure satisfactory performance. Additional advice contained in bearing manufacturers' instructions, in the Current CDOT M&amp;S Standard Plans, Standard Specification for Road and Bridge Construction is followed. Special finishes are clean and perform to the appropriate standards.</p> <p>vi) All non-structural items such as hoists and electrical fixings, operate correctly, are clean and lubricated as appropriate, in accordance with the manufacturer's recommendations and certification of lifting devices are maintained.</p> <p>vii) Maintain structures to specified condition rating.</p>					Maintain or exceed condition as identified in the BACR.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.3	Structures (general) – including existing viaduct.	Safe operation of structures, maintained to prevent safety issues arising	1 hrs	28 days	12 months	Inspection of surfaces adjacent to and above the Roadway, and all structural components.	No instances of delaminated concrete above the Roadway.  Maintain or exceed condition as identified in the BACR.
3.4	Non-bridge class culverts	Non-bridge-class culverts are free of: <ul style="list-style-type: none"> <li>• vegetation and debris and silt</li> <li>• Defects in sealant to movement joints</li> <li>• scour damage</li> </ul>	24hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation, the FHWA Bridge Inspector Reference Manual, AASHTO Manual for Bridge Element Inspection, and Recording and Coding Guide for the Structural Inventory and Appraisal of the Nation’s Bridges.	Records as required in the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation.  No occurrences of NBI and Pontis condition rating below the BACR condition.  Vegetation, debris and silt levels to be at or lower than that identified in the BACR.  None with Defects in sealant and movement joints.  None with scour damage.
3.5	Retaining walls	Maintain retaining walls free of vertical, lateral or rotational movement with no material Defects compromising the intended performance.	24hrs	28 days	6 months	Physical Measurement and Inspections.	Maintain or exceed condition as identified in the BACR.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.6	Sign structures	Sign gantries and foundations are structurally sound and free of: loose nuts and bolts, Defects in surface protection systems	24hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of CDOT Recording and Coding Guide for the Inventory and Inspection of Colorado's Overhead Signs, Signals and High Mast Lights and CDOT M&S Standard Plans.	Maintain or exceed all Pontis condition states as identified in the BACR.  None with loose assemblies.  None with Defects in surface protection.
3.7	Load ratings	All structures maintain the design load capacity	24hrs	28 days	6 months	Load rating calculations in accordance with the AASHTO Manual for Bridge Evaluation, the current version of the CDOT Pontis Bridge Inspection Coding, and CDOT Bridge Rating Manual.  Load restriction requirements as per AASHTO Manual for Bridge Evaluation, the current version of the CDOT Pontis Bridge Inspection Coding, and CDOT Bridge Rating Manual.	Comply with load restrictions on new structures for Colorado legal loads (including legally permitted vehicles)

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat. 2 Permanent Repair	MEASUREMENT CRITERIA*	TARGET*
<b>4 ROADWAY MARKING</b>							
4.1	Pavement markings – General (temporary and permanent)	Pavement markings are: <ul style="list-style-type: none"> <li>• clean and visible during the day and at night</li> <li>• whole and complete and of the correct color, type, width and length</li> <li>• correctly placed to meet the MUTCD and CDOT M&amp;S Standard Plans.</li> </ul> Non-applicable pavement markings are removed.	24 hrs	28 days	6 mo.	Compliance with regulations  Minimum Average Retro-reflectivity (mcd/m2/lux) measured using a retro-reflectometer having 30-meter geometry - average of 10 readings at approximately 1/10 mile increments or 10 equal increments per ramp less than 1 mile long for long lines: - average of 5 readings for each auxiliary marking  Measured minimum presence on the Pavement Surface, including bridge decks  Visual Inspection	100% in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the CDOT M&S Standard Plans.  Retro-reflectivity Reading: Longitudinal Lines – White 150 Longitudinal Lines – Yellow 100 Auxiliary Markings – White 200  Longitudinal Lines 90% per 528 ft Auxiliary Markings 75%  Non-applicable pavement markings are removed such that they do not conflict with current pavement markings.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
4.2	Reflective markers	Reflective pavement markers (RPM's), are: <ul style="list-style-type: none"> <li>• clean and clearly visible</li> <li>• of the correct color and type</li> <li>• reflective or retroreflective as required in the MUTCD and CDOT M&amp;S Standards</li> <li>• correctly located, aligned and at the correct level</li> <li>• are firmly fixed</li> <li>• are installed in a way that will ensure that they remain at the correct level.</li> </ul>	24 hrs	28 days	6 mo.	Number of pavement markers in any 10 consecutive markers that are ineffective. (Ineffective includes missing, nonreflective, broken, damaged, settled or sunk)  Number of pavement marker casting securely fastened (Category 1 Defect)  Uniformity; percentage (replacement RPM's having equivalent physical and performance characteristics to adjacent markers.)	Maintain or exceed condition as identified in the BACR.
4.3	Delineators & Markers	Object markers and delineators are: <ul style="list-style-type: none"> <li>• clean and visible</li> <li>• of the correct color and type</li> <li>• legible and reflective</li> <li>• straight and vertical</li> <li>• placed per MUTCD and CDOT M&amp;S Standards</li> </ul>	2 hrs	48hrs	28 days	Number of object markers or delineators defective or missing  Sign sheeting material for object markers and delineator shall meet manufacturers minimum reflective requirements	Maintain or exceed condition as identified in the BACR.  100%

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>5 GUARD RAILS, BARRIERS, IMPACT ATTENUATORS</b>							
5.1	Guard rails and traffic barriers	All guardrails, traffic barriers and other concrete barriers are maintained free of Defects. They are placed per MUTCD, CDOT's M&S Standards and CDOT's Roadway Design Manual and FHWA Roadside Design Guide.	2 hrs	48 hrs	1 mo.	Length free from Defects (loose nuts/bolts)  Surface condition  Guardrail installed and maintained at correct height and distance from roadway and obstacle in accordance with relevant standards.  Posts  Spacer Blocks	All nuts, bolts and connections to be properly tightened  90% of surfaces to be free from Defects (spalling of concrete, failure of corrosion protection) within a 12.5 foot section. No Defect greater than 1 foot square or 1 cubic foot of missing material within a 12.5 foot section.  100% within 3 inches vertical of correct system height.  Vegetation maintained and mowed at least 5 feet behind guardrail.  No missing posts. No post shall have section loss greater than 25%, No two adjacent post shall have a combined section loss greater than 25%.  No missing spacer or rotated blocks. No section loss greater than 10%.
5.2	Impact attenuators, anchor assembly, and end assembly	All impact attenuators, anchor assemblies, and end assemblies are appropriately placed and correctly installed per MUTCD, CDOT's M&S Standards and maintained free of damage.	2 hrs	48 hrs	1 mo.	Percentage of impact attenuators, anchor assemblies, and end assemblies correctly placed and installed and free of damage  Integrity of the system	100%  100% cell replacement (unit replacement) following impact.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>6</b>	<b>SIGNS</b>						
6.1	General– all sign panels	<p>Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical Defects.</p> <p>Identification markers are provided, correctly located, visible, clean and legible.</p> <p>Sign mounting posts are vertical, structurally sound and rust free.</p> <p>Visibility distances meet those stated in the MUTCD and CDOT M&amp;S Standards.</p> <p>Sign information is of the correct size, location, type and wording to meet its intended purpose.</p>	24 hrs	28 days	6 mo.	<p>Compliance with regulations</p> <p>Retroreflectivity in accordance with the requirements of MUTCD</p> <p>Face Damage</p> <p>Placement</p> <p>Sign information is of the correct size, location, type and wording to meet its intended purpose and requirements of MUTCD M&amp;S Standards, Guide Signing Policies and Procedures Manual, CDOT Sign Design Manual, and Colorado Supplement Signs.</p> <p>Visual Inspection</p>	<p>No missing signs and 100% in accordance with the the MUTCD</p> <p>Retroreflectivity is no less than that required by MUTCD.</p> <p>No signs with face damage greater than 10% of area or 0% if text is damaged</p> <p>Signs are placed in accordance with Requirements of the MUTCD and CDOT M&amp;S Standards</p> <p>100%</p> <p>Post shall be plum.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
6.2	Safety critical signs	Requirements as 6.1, plus:  "Stop," "Yield," "Do Not Enter," "One Way", and "Wrong Way" and all Turn-Prohibition signs are clean, legible and undamaged.	1 hrs	12 hrs	7 days	Safety critical signs functionally legible when viewed from a vehicle travelling at posted speed  Sign mounting posts and multi-Post breakaway installed and maintained per CDOT and/or CCD requirements.	No instances of signs functionally illegible (no twisting or leaning).  All connections shall be free from Defects.
6.3	Obsolete, illegal or obscene signs, banners, flags, or posters	Removed from the Project	2hr*	48 hrs	N/A	Time for obsolete, illegal or obscene(*) signs to be removed	100% compliance

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>7 Traffic Signals</b>							
7.1	Traffic Signals - General	i) Traffic Signals and their associated equipment are: .Be clean and visible, heads and buttons correctly aligned and operational .All traffic signal elements including cabinets, foundations, signing, vehicle detection (cameras or loops), electrical power and boxes: are aligned correctly, structurally sound, full operational and free from damage caused by accident or vandalism	1 hrs	24 hrs	6 mo.	Review of Maintenance records  <b>a) General condition</b> Visual inspection  <b>b) Damage</b> Visual inspection  <b>c) Standards</b> Adhere to MUTCD and CCD Standards	Maintained in accordance with Good Industry Practice  Signals are clean and visible 100% of the time  All signals are in compliance with MUTCD and CCD Standards.  All signals are fully operational 100% of the time.  Signals and signal elements are undamaged 100% of the time  Electrical power 100% of the time  Signal interconnect is fully functionally for permanent signals.
7.2	Traffic Signals Operations	Compliance with Accepted Temporary TCP	1 hrs	24 hrs	1 mo.	Visual Inspection	100% of the time per Section 2.10 of Schedule 10.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
7.3	Traffic Signals – Contingency	Contingency plans are in place to rectify Category 1 Defects not immediately repairable to assure alternative traffic control is provided during a period of failure.	NA	24 hrs	1 mo.	a) <b>Contingency Plan</b> Record Reviews	Full contingency plans are in place 100% of the time.
<b>8 Lighting</b>							
8.1	Existing Roadway Lighting – General	All lighting is free from Defects and provides acceptable uniform lighting quality.  i. Lanterns are clean and correctly positioned. ii. Lanterns are clean and correctly positioned.	24hr	1 mo.	NA	Visual inspection and reporting log listing the following as a minimum:  1. Issue (e.g. inefficiencies, malfunction, cleanliness, etc.) 2. date and time of issue occurrence 3. date and time of report 4. reporting person 5. date and time of issue resolution	Written notification of outdoor lightning outage or repair requirement to Xcel Energy and Department, and reporting on a log 100% of time.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
8.2	Existing Lighting Structures	Columns are upright correctly founded and structurally sound.	24 hrs	1 mo.	NA	Visual inspection and reporting log as per Ref.8.1 in this Appendix A-1.	Written notification of outdoor lightning repair requirement to Xcel Energy and Department, and reporting on a log 100% of time.  Structure is plumb.
8.3	Existing Lighting Fixtures	All luminaries functioning on each pole	24 hrs	1 mo.	NA	Visual inspection and reporting log as per Ref. 8.1 in this Appendix A-1.  No instances of three consecutive lamps not working per circuit.  No instances of two or more lamps not working per high mast pole.	Written notification of outdoor lightning repair requirement to Xcel Energy and Department, and reporting on a log 100% of time.
8.4	Temporary Lighting-General, including pedestrian lighting	All lighting is free from Defects and provides acceptable uniform lighting quality.  Lanterns are clean and correctly positioned.	24 hrs	48 hrs	14 days	Visual inspection and reporting log as per Ref.8.1 in this Appendix A-1.	Level as per required in <u>Section 2</u> of <u>Schedule 10</u> .

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
8.5	Temporary Lighting Structures, including pedestrian lighting	Columns are upright correctly founded and structurally sound	24 hrs	48 hrs	14 days	Visual inspection and reporting log as per Ref.8.1 in this Appendix A-1.  Structure is plumb.	Columns are plumb, bases are not damaged and no section loss.  No hazard with wiring and loose assemblies to public.
8.6	Temporary Lighting Fixtures, including pedestrian lighting	All luminaries functioning on each pole	24 hrs	48 hrs	14 days	Visual inspection and reporting log as per Ref. 8.1 in this Appendix A-1.	Lighting levels per <u>Section 2</u> of <u>Schedule 10</u> .  No instances of three consecutive lamps not working per circuit.  No instances of two or more lamps not working per high mast pole.
<b>9 FENCES AND WALLS</b>							
9.1	Fences and Walls - Design and Location	Fences and walls act as designed and serve the purpose for which they were intended	1 hr	28 days	6 mo.	Visual Inspection	Maintain or exceed condition as identified in the BACR.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
9.2	Fences and Walls - Construction (includes existing)	Integrity and structural condition of the fence is maintained	1 hr	28 days	6 mo.	Structural assessment if visual inspection warrants.	Maintain or exceed condition as identified in the BACR, and ensuring there are no structural safety issues.
<b>10 ROADSIDE</b>							

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
10.1	Vegetated Areas - Except landscaped areas – General  (for areas that are not undergoing active construction)	Vegetation is maintained so that: <ul style="list-style-type: none"> <li>i. Height of grass and weeds is kept within the limits described for urban and rural areas. Mowing begins before vegetation reaches the maximum height.</li> <li>ii. Spot mowing at intersections, ramps or other areas maintains visibility of appurtenances and sight distance.</li> <li>iii. Grass or vegetation does not encroach into or on paved shoulders, main lanes, sidewalks, islands, riprap, traffic barrier or curbs.</li> <li>iv. A herbicide program is undertaken to control noxious weeds in accordance with the EO D 006 99.</li> </ul>	48 hrs	14 days	28 days	<b>Urban areas</b> Physical measurement of height of grass and weeds  <b>Encroachment</b> Visual inspection of instances of encroachment of vegetation  <b>Wildflowers</b> Visual Inspection with audit of process.  <b>Sight lines</b> Visual inspection	Individual measurement areas to have 80% of height of grass and weeds between 8” to 10”, and not shorter than 6”  Occurrences of vegetation encroachment shall not exceed the condition identified in the BACR.  Maintain or exceed the condition identified in the BACR.  No instances of impairment of sight lines or sight distance to signs, including control of weeds in pavement and barrier. No blocked view of roadside reflectors  Avoid mowing zone 2 and 3 between April 15 <sup>th</sup> and August 1, as required in Manual of Maintenance Procedures.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
		v. Development and implementation of noxious weed management program to control noxious weeds and to eliminate grass in pavement or concrete.				<b>Noxious weeds</b> Visual inspection and/or notification	Not more than 15% (aggregate) of a 1 mile section of roadway contains noxious weeds.  Not more than 15% (aggregate) of a 1/10 mile section of ramp contains noxious weeds.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
10.2	Landscaped Areas  (for areas that are not undergoing active construction)	i. All landscaped areas are maintained to their originally constructed condition. Landscaped areas are as designated in the plans.  ii. Mowing, litter pickup, irrigation system maintenance and operation, plant maintenance, pruning, insect, disease and pest control, fertilization, mulching, bed maintenance, watering is undertaken as per MMP.  iii. The height of grass and weeds is kept between 8" to 10", and not shorter than 6" Mowing begins before vegetation reaches a hazardous condition, such as sight distance, blocking reflectors, hiding animals or causing drifting snow.	48 hrs	14 days	28 days	Visual inspection Roadside appearance is excellent, characterized by well-tended landscaping and vegetation.	The percent of landscaping area meeting the General Requirement is 85%.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
10.2 (cont.)	Landscaped Areas	iv. Damaged or dead vegetation is replaced.					
10.3	Fire hazards	Fire hazards are controlled	24 hrs	28 days	N/A	Instances of dry brush or vegetation forming a fire hazard are removed.	No instances of plant material that is a fire hazard.
10.4	Trees, brush and ornamentals	i) Trees, brush and ornamentals on the right of way, except in established no mow areas, are trimmed in accordance with CDOT standards. ii) Trees, brush and ornamentals are trimmed to insure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs or shading on the road. iii) Dead trees, brush, ornamentals and branches are removed. Potentially dangerous trees or limbs are removed. iv) All undesirable and unplanned trees and	24 hrs	7 days	28 days	Visual inspection and/or notification	Maintain or exceed the condition identified in the BACR.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
		vegetation are removed. Diseased trees or limbs are treated or removed by licensed personnel.					
10.5	Wetlands	Wetlands are properly managed, and in accordance with any applicable permit requirements.	48 hrs	28 days	N/A	In accordance with applicable permit requirements	Maintain or exceed the condition identified in the BACR.
10.6	Water Quality Ponds	Maintenance of all vegetation within the pond area	24 hrs	7 days	28 days	Visual inspection of ponds	Maintained as required per the design
<b>11 EARTHWORKS &amp; EMBANKMENTS</b>							
11.1	Slope – Stability	All structural or natural failures of the embankment, cut slopes, and slope and ditch paving on the Site are repaired.	1 hr	28 days	6 mo.	Visual inspection by geotechnical specialist and further tests as recommended by the specialist.	Maintain or exceed the condition identified in the BACR.
11.2	Slopes - General	Slopes are maintained in general conformance to the original graded cross-sections.	24 hrs	28 days	6 mo.	Areas where replacement of landscaping materials, reseeding and re-vegetation for erosion control purposes and removal and disposal of all eroded materials from the roadway and shoulders are required.	Maintain or exceed the condition identified in the BACR.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>12 GRAFFITI</b>							
12.1	Graffiti	Graffiti removal on all roadway elements in Construction Work area including but not limited to: <ul style="list-style-type: none"> <li>Signs, walls, barriers, guardrail, traffic signals, structural elements, fence, water quality and drainage features.</li> </ul>	24 hrs	10 days	N/A	Removed in a manner and using materials that restore the surface to a like appearance similar to adjoining surfaces. All graffiti is considered a Category 1 Defect.	Inspection records showing 100% compliance
12.2	Offensive Graffiti	Offensive graffiti is removed	6 hr	10 days	N/A	Removed in a manner and using materials that restore the surface to a like appearance similar to adjoining surfaces. All graffiti is considered a Category 1 Defect.	Inspection records showing 100% compliance
<b>13 INCIDENT RESPONSE</b>							
13.1	General	Respond to Incidents in accordance with the Incident Response Plan.	1 hr	N/A	N/A	Incident Response Plan. No complaints from Emergency Services.	Response times met for 98% of Incidents measured on a 1 year rolling basis.
13.2	Spillage of Hazardous Materials	For any hazardous materials spills, comply with the requirements of Schedule 17.	1 hr	1 day	N/A	Incident Response Plan details the process and procedures in place and followed.	Inspection records showing compliance.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
13.3	Elements damaged as a result of Incident - Structural Assessment	Evaluate damage to structures and liaise with emergency services to ensure safe working in clearing the Incident.	1 hr	1 day	N/A	Inspections and surveys of relevant Elements as required. (Note. CDOT staff bridge office shall be notified immediately to complete an inspection.)	Inspection records showing 100% compliance
13.4	Elements damaged as a result of Incident - Temporary and permanent remedy	Propose and implement temporary measures or permanent repairs to Defects arising from the Incident.  Ensure the structural safety of any structures affected by the Incident.	24 hrs	14 days	6 mo.	Review and inspection of the relevant Elements.	Inspection records showing 100% compliance.
<b>14</b>	<b>MAINTENANCE YARD<sup>2</sup></b> (The requirements set out in this Section 14 shall apply with effect from the Snow and Ice Control Commencement Date).						
14.1	Developer Identification Signs	Signs installed at the entrance(s)/exit(s) to/from the Maintenance Yard.	7 days	30 days	12 mo.	Signs installed depicting the name and contact information for Developer	Signs functioning as designed.
14.2	Environmental contamination	No increase in contamination.	2 hr	48 hr	6 mo.	Environmental site assessment or other inspections, as necessary.	No increase in contamination during the O&M Period During Construction.

<sup>2</sup> Section 14 only to be included if Preferred Proposer elects to use the Maintenance Yard.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
14.3	Maintenance of grounds and buildings	Kept in a neat and tidy order. Kept structurally safe.	24 hr	7 days	6 mo.	Good housekeeping practice used to maintain buildings and land in a well maintained and neat condition, free from environmental damage. Regular inspection performed.	100% compliance
<b>15 SNOW AND ICE REMOVAL</b>							
15.1	Response Time, material application vehicle	The manning and loading of material application vehicles for a Precipitation Event	½ hr	N/A	N/A	All spreading vehicles on any route ready to load anti-icing or de-icing materials within ½ hour as measured by winter operation records and AVL system monitoring.	The required maximum time to complete the manning and loading of all material application vehicles for an event is 0.5 hours from the time precipitation has started.
15.2	Response Time, plowing vehicle	The manning of a snowplow vehicle for a Precipitation Event	½ hr	N/A	N/A	All snowplow vehicles on any route have left the yard and ready to begin work within ½ hour as measured by winter operation records and AVL system monitoring.	The required maximum time to complete the manning of all snowplow vehicles for an event is 0.5 hours from the time precipitation has started to the time the unit has left its yard to begin work.
15.3	Plowing and material application	Continuous plowing and material application	½ hr	N/A	N/A	All units operating as measured by winter operation records and AVL monitoring systems.	Once operations have begun, all units as identified in the Snow and Ice Control Service Plan shall operate continuously on all routes so that bare and wet pavement is maintained.
15.4	Circuit time	Complete one entire route within 1 hour	1 hr	N/A	N/A	AVL systems monitoring and/or winter operation record.	Circuit time shall be 1 hour from the time a winter unit begins its plowing and/or material application route until the time it is complete.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
15.5	All lanes and ramps (including paved shoulders)	Bare and wet pavement during the Precipitation Event	1 hr	N/A	N/A	Visual inspection and AVL system monitoring	Maintain Bare and Wet pavement during the Precipitation Event, [or immediately after a Precipitation Event if all equipment listed in the most recently Accepted Snow and Ice Services Plan are continuously deployed].
15.6	Hazards	Address any snow and ice hazard immediately upon detection or notification	1 hr	N/A	N/A	Visual inspection, AVL system monitoring, or notification	100% compliance
15.7	Isolated slippery conditions	Address isolated slippery conditions.	1 hr	N/A	N/A	Visual inspection, AVL system monitoring, or notification	No isolated slippery sections.
15.8	Winter Snow and Ice Materials storage	Winter snow and Ice materials stored in tanks or covered buildings at all times.	½ hr	24 hr	N/A	Visual inspection.	No instances of uncovered storage of winter de-icing/anti-icing materials or winter maintenance liquids.
15.9	Reporting requirements	All reporting requirements identified in <u>Schedule 11</u> are accurate, complete, and timely 100% of the time.	1 day	7 days	1 mo.	Audit records and AVL system monitoring.	100% accuracy.
15.10	Automated Vehicle Locator system	All identified vehicles equipped with on board AVL at all times, as required in <u>Section 12</u> of this <u>Schedule 11</u>	N/A	24 hrs	1 mo.	Random audit, AVL system monitoring.	95% of all AVL units operational 100% of the time.  No loss of data due to network service loss.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
15.11	Material Spreader calibration	Spreader controller (including winter liquids) calibration is operational.	N/A	24 hrs	N/A	Random audit, AVL system monitoring	95% units operational 100% of the time
15.12	Winter Drainage	Melting snow and ice causing flooding.	1 hr	6 hrs	N/A	Visual inspection, AVL system monitoring	No flooding on roadway caused by snow and/or ice impeding drainage through or to drains, culverts and ditches.
<b>16. COURTESY PATROL</b>							
16.1	Courtesy Patrol	Provide full number of patrol vehicles each shift	1/2hr	N/A	N/A	Measured by patrol records, and AVL system.	100% of the time
16.2	Courtesy Patrol	Respond to any calls on the General Purpose Lanes or Tolloed Express Lanes 30min after being dispatched, or immediately when the next patrol vehicle is available if all vehicles including the spare are currently responding to other calls.	1/2hr	N/A	N/A	Measured by patrol records, and AVL system.	100% of the time

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>17. SWEEPING AND CLEANING</b>							
17.1	Sweeping	i) Keep all channels, lanes, hard shoulders, gore areas, ramps, intersections, islands and frontage roads swept clean. ii) Clear and remove debris from all paved areas other than as required in <u>Section 1.1</u> of this <u>Appendix A-1</u> . iii) Remove all sweepings without stockpiling in the right of way and dispose of at approved site.	12 hrs	7 days	N/A	Visual Inspection of buildup dirt, ice, rock, debris (from accidents and/or otherwise).	Inspection records showing 100% compliance
17.2	Litter	i) Keep the Site in a neat condition, remove litter regularly ii) Pick up large litter items before mowing operations. iii) Dispose of all litter and debris collected at an approved solid waste site.	24 hrs	7 days	N/A	Visual Inspection of pieces of litter.	Inspection records showing 100% compliance
<b>18. ITS AND ETC FACILITIES</b>							

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.1	ITS Devices including but not limited to CCTV, microwave vehicle radar detection, road weather information systems, automatic traffic recorders, ramp meters, variable message signs and doppler radar units	Existing equipment shall be maintained to ensure equipment are fully functional and communicating, including but not limited: <ul style="list-style-type: none"> <li>• Equipment are clean;</li> <li>• Defective equipment, fiber or devices are replaced or repaired</li> </ul>	24hr	1mo.	NA	Visual inspection	90% of time
18.2	ITS Equipment and Backbone communication and VTMS	Developer to provide reporting on inefficiencies or malfunction of ITS and ETC equipment, and backbone communication.	NA	4hr	24hr	ITS and ETC reporting log or records.	100% reporting and follow up reporting on equipment corrections, repairs and connections to communication lines to ETC System Integrator and CTMC.

**Appendix A-2 – Performance and Measurement Criteria After Construction**

Unless stated otherwise, Measurement Criteria for pavement related Performance Requirements shall be measured using procedures, techniques, and the measuring equipment used shall be consistent with the Colorado DOT Distress Manual for HMA and PCC Pavements by National Center for Pavement Preservation, Appendix B of the Development of a Pavement Preventative Maintenance Program for the Colorado Department of Transportation, Report No. CDOT-DTD-R- 2004-17 Final Report.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>1 PAVEMENT (ROADWAY, RAMPS, ACCESS ROADS AND OTHER PAVED AREAS)</b>							
1.1	I-70 Mainline, CDOT Roadways, and Local Agency Roadways and connecting structures.	Free from obstructions and debris.	1 hrs	N/A	N/A	Visual Inspection	No Obstructions or debris noted by visual inspection
1.2	Pavement - All roadways, including ramps, detours, and shoulders, (mainline including the bridge deck, covers, gratings, frames, expansion joints and boxes)	Smooth and quiet surface course with adequate skid resistance and free from Defects.	2 hrs	24hrs	12 mo.	<p><b>a) Drivability Life (DL)</b> As determined by CDOT Pavement Management Manual.</p> <p><b>b) Ruts</b> Percentage of wheel path length with ruts greater than 0.40 inches in depth.</p> <p>Depth of rut at any spot location.</p> <p><b>Ride quality</b> Measured International Roughness Index (IRI) calculated according to ASTM E-1926 using equipment meeting AASHTO M-328 and operated in accordance with AASHTO R-57 using equipment verified and operators certified according to AASHTO R-56.</p>	<p>DL Moderate (4-10) for 100% of O&amp;M Limits After Construction.</p> <p>80% of project has ruts less than 0.40 inches.</p> <p>Not greater than 0.55 inches.</p> <p>Throughout 80% of maintained roadway area less than or equal to 95 inches per mile on a contiguous 1/10th mile basis.</p> <p>Throughout 100% of maintained roadway area less than or equal to 160 inches per mile.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
1.2 (cont.)	Pavement - All roadways, including ramps, detours, and shoulders, (mainline including the bridge deck, covers, gratings, frames, expansion joints and boxes)	Smooth and quiet surface course with adequate skid resistance and free from Defects.	2 hrs	24 hrs	12 mo.	<p>Localized roughness measured as mean IRI to ASTM E 1926 using a continuous 25 foot (7.6 m) base length analysis for each wheelpath.</p> <p>The area 25 feet each side of new bridge decks may be deleted from the profile before IRI is determined. This excluded area, including the bridge decks, shall be evaluated for localized roughness.</p> <p><b>d) Instances of Pavement Failures</b>                      Visual Inspection of roadway surface. Specific Defects are defined in Publication No.FHWA-RD-03-031, Long-Term Pavement Performance Program’s Distress Identification Manual.</p>	<p>No instance of IRI greater than 300 inches per mile on a 25’ continuous base length.</p> <p>No instances of failure including potholes, base failures, delamination of pavement layers, blowups, faulting, punchouts.</p> <p>No instances of lane-to-lane or lane-shoulder separation or drop-off greater than 0.5 inches.</p> <p>Longitudinal cracking or joint separation &lt;100 feet/tenth lane mile.                      Transverse cracking &lt;10 each/tenth lane mile.</p> <p>PCCP Specific:</p> <ul style="list-style-type: none"> <li>• D-Cracking &lt;2 slabs/tenth lane mile.</li> <li>• Corner Breaks&lt;5 each/tenth mile</li> <li>• Scaling&lt;70 sq ft/tenth mile</li> <li>• Spalling&lt;2 sq ft/tenth mile</li> </ul>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
1.2 (cont.)	Pavement - All roadways, including ramps, detours, and shoulders (mainline including the bridge deck, covers, gratings, frames, expansion joints and boxes)	Skid resistance shall be measured on 4 year cycle or after a resurfacing.	7 days	28 days	6 mo.	<b>e) Edge drop-offs</b> Physical measurement of edge drop- off level to adjacent surface  <b>f) Skid resistance</b> Skid resistance measured in accordance with ASTM E 274 Standard Test Method for Skid Resistance Testing of Paved Surfaces at 40 MPH using a full scale smooth tire meeting the requirements of ASTM E 524.	Maintained roadway (including shoulder) free from instances greater than 2"  Average test value 25 or lower within any 0.5 mile section of mainline lanes, shoulders and ramps.
		Posting of slippery road signs on sections exceeding skid resistance threshold.	2 hrs	7 days	6 mo.	Signs posted within timescale measured from test date.	100% of the time
		Perform site investigation in accordance with CDOT applicable manuals and implement resultant required corrective action where skid resistance exceeds thresholds.	30 days	90 days	6 mo.	Delivery of site investigation report and implementation of resultant corrective actions within timescale measured from test date.	100% of the time

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
		Removal of deleterious material and repair of damaged pavement	24 hrs	48 hrs	12 mo.	Oil, antifreeze, gasoline or other liquids spilled from vehicles onto traffic lanes is removed from the roadway	Incident logs and maintenance records demonstrate scheduled inspections and clean up times.
		Noise measurement is carried out when problem is suspected or complaints warrant investigation.	N/A	7 Days	12 mo.	Pavement noise as measured by on board sound intensity and speed requirements in accordance with AASHTO TP 76 (measurements taken on a contiguous 1/10th mile basis)	Mainline and system ramps: < 105db
1.3	Crossovers, access roads and other paved areas	Crossovers, access roads and other paved areas are free of Defects	4 hrs	48 hrs	12 mo.	Measurement of potholes and base failures	No instances of potholes or base failures
<b>2. DRAINAGE SYSTEMS</b>							

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
2.1	Storm Sewer Systems (conduit, catch basins, inlets, manholes, outfalls), including adjacent drainage conduit extending from an existing drainage structure to the next downstream existing drainage structure.	Each element of the drainage system is maintained to ensure it functions correctly from the point at which water drains to the outfall or drainage way,	1 hr	28 days	6 mo.	<p>All storm sewers, pipes and conduits, regardless of size or location, inspected and rated in accordance with the CDOT Level of Service Manual (Drainage Inlets and Structures)</p> <p>Measurement of clogging of pipes, conduits, catch basins, inlets, or outfalls.</p> <p>Measurement of discontinuities and settlement between adjacent conduit segments or within conduit segment.</p> <p>Measurement of cracking, spalling in concrete pipes</p> <p>Measurement of joints in drainage system.</p>	<p>No instance of a condition rating for any inspected ratable item rated as "B" or worse.</p> <p>No instances of:</p> <ul style="list-style-type: none"> <li>Clogging or blockage of pipes, conduits, catch basins or inlets in pavement or adjacent to pavement, or outfalls greater than 10% of hydraulic capacity.</li> <li>Clogging or blockage of catch basins or inlets in ditches greater than 25% of hydraulic capacity.</li> </ul> <p>No offsets greater than 1.5 inches or ponding greater than 3 inches</p> <p>No cracks open greater than 1/8". No spalling or scaling deeper than 3/4" or exposed reinforcement.</p> <p>No instances of separated joints or missing joint material or joints not soil tight.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
2.2	Open Water Carriers (standard roadside ditches, median ditches, relocated channels, channel linings)	Each Element of the drainage system is maintained to ensure it functions correctly.	24 hrs	28 days	12 mo.	Visual inspection and all elements rated in accordance with the CDOT Level of Service Manual (Drainage Ditches).  Ditches/channel length out of alignment, and damages or missing sections in ditches/channel lining.	No instance of a condition rating for any inspected ratable item rated as "B" or worse.  No instances of: Undermining, undercutting, erosion, or obstructions impeding the flow of water  No ditches/channel length out of alignment, and no damaged or missing sections in ditches/channel lining.
2.3	Pavement Drainage (trench drains, slotted drains, gutters, catch basins, inlets, outlets)	Each element of the drainage system is maintained to ensure it functions correctly.	1 hrs	28 days	6 mo.	Measurement of standing water within I-70 Mainline, paved shoulder, or other paved surfaces.	No instances of standing water in any Mainline and no greater than 1" in depth elsewhere
2.4	Culverts	Culvert is maintained and functions correctly, joints remain soil tight and erosion controlled.	1 hrs	28 days	6 mo.	Culvert condition and functionality.	Culvert functioning as designed.
2.5	End Treatments (Headwalls, precast reinforced concrete outlets, concrete apron)	Elements are maintained to ensure they function correctly.	24 hours	28 days	6 mo.	Visual inspection of erosion, undercutting, scour, cracked, spalled, or broken concrete.	No instances of undercutting, scour, cracked, spalled, or broken concrete.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
2.6	Storm Water systems	Storm Water Systems installed as permanent features maintained, functioning correctly, and operating as designed.	24 hrs	28 days	6 mo.	<p>Compliance with regulations and standards and in accordance with CDOT’s Erosion Control and Storm Water Quality Guide (ECSCG).</p> <p><b>Manufactured Systems:</b> Compliance with manufacturers manuals</p> <p><b>Vegetated Biofilters/Filter Strips:</b> Inspection of slopes and ditch bottom; vegetation management; debris and litter management.</p> <p><b>Detention Ponds:</b> Inspected and checked for compliance with management plan.</p> <p><b>Bioretention Cell, Infiltration:</b> Inspected for excessive ponding; overgrown vegetation, litter/debris; erosion and deposition; and outlet structure clogging</p> <p><b>Infiltration Basin/Trenches:</b> Inspected for debris, overgrown vegetation, level of sedimentation; and condition of observation wells;</p> <p><b>Constructed Wetlands:</b> Effectiveness of vegetation management; absence of erosion, clogging; litter/debris</p>	<p>Operate as designed and no instances of non-compliance with regulations and standards and ECSQG.</p> <p>Operate as designed and routine clean-out, removed material sampled and tested in line with manufacturers manuals</p> <p>Filters performing as designed.</p> <p>All systems operate as designed and no instances of excessive ponding, threats to structural soundness of embankments and outlet structures; excessive erosion and sediment, seepage from embankments, overgrown vegetation, outlet clogging or litter/debris.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
2.7	Discharge systems	Surface water discharge systems perform their proper function and discharge to groundwater and waterways complies with the relevant regulations and permits.	24 hrs	28 days	6 mo.	Compliance with regulations and in accordance with CDOT's Erosion Control and Storm Water Quality Guide.	No instances of non-compliance.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>3. STRUCTURES</b>							
3.1	Structures having an opening measured along the center of the roadway of more than 20 feet between under copings of abutments or springlines of arches or extreme ends of openings or multiple boxes.	Substructures and superstructures are free of: <ul style="list-style-type: none"> <li>• undesirable vegetation</li> <li>• debris and bird droppings</li> <li>• blocked drains, weep pipes manholes and chambers</li> <li>• blocked drainage holes in structural components</li> <li>• Defects in joint sealants</li> <li>• Defects in pedestrian protection measure</li> <li>• scour damage</li> <li>• corrosion of rebar</li> <li>• paint system failures</li> <li>• impact damage</li> </ul> Bridge structures maintain a minimum vertical clearance of 16.5 feet over traveled lanes.  Maintain structures to specified condition rating.	24hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation of Bridges, the FHWA Bridge Inspector Reference Manual, AASHTO Manual for Bridge Element Inspection, and Recording and Coding Guide for the Structural Inventory and Appraisal of the Nation's Bridges.	Records as required in the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation.  No occurrence of NBI condition rating below seven for any new and widened deck, superstructure or substructure.  No occurrence of NBI condition rating below six for any existing or rehabilitated deck, superstructure or substructure, prior to reconstruction of a new structure.  All Pontis condition states to be one or two for all structure components.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.2	Structure component	i) Expansion joints are free of: <ul style="list-style-type: none"> <li>• dirt debris and vegetation</li> <li>• Defects in drainage systems</li> <li>• loose nuts and bolts</li> <li>• Defects in gaskets</li> <li>• leaking</li> </ul> ii) The deck drainage system is free of all and operates as intended. iii) Barriers are free of: <ul style="list-style-type: none"> <li>• loose nuts or bolts</li> <li>• blockages of hollow section drain holes</li> <li>• vegetation</li> <li>• accident damage</li> </ul> iv) Bearings and bearing shelves are clean.	24 hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Condition Evaluation of Bridges, the FHWA Bridge Inspector Reference Manual, AASHTO Manual for Bridge Element Inspection, and Recording and Coding Guide for the Structural Inventory and Appraisal of the Nation’s Bridges.	Records as required in the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation.  No occurrences of NBI condition rating below seven for any new and widened deck, superstructure or substructure  No occurrence of NBI condition rating below six for any existing or rehabilitated deck, superstructure or substructure, prior to reconstruction of a new structure.  All Pontis condition states to be one or two for all structure components.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.2 (cont.)	Structure component (continued)	<p>v) Sliding and roller surfaces are clean and greased to ensure satisfactory performance.</p> <p>Additional advice contained in bearing manufacturers' instructions, in the Current CDOT M&amp;S Standard Plans, Standard Specification for Road and Bridge Construction is followed.</p> <p>Special finishes are clean and perform to the appropriate standards.</p> <p>vi) All non-structural items such as hoists and electrical fixings, operate correctly, are clean and lubricated as appropriate, in accordance with the manufacturer's recommendations and certification of lifting devices are maintained.</p> <p>vii) Maintain structures to specified condition rating.</p>					100% compliance for Elements without Pontis or NBI condition rating targets.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.3	Structures – General	Safe operation of structures, maintained to prevent safety issues arising	1 hrs	28 days	12 mo.	Inspection of concrete surfaces adjacent to and above the Roadway	No instances of delaminated concrete above the Roadway.
3.4	Structures – Bridge girders/beams	Design stress is not exceeded in bridge girders/ beams (particularly in skew bridge decks)	1 hrs	28 days	12 mo.	Measurement of out of plumb twisting/rotation of bridge girders/beams.	The out-of-plumb rotation of bridge girders/beams shall not exceed 0.6° or 1/8 in. per ft
3.5	Non-bridge class culverts	Non-bridge-class culverts are free of: <ul style="list-style-type: none"> <li>• vegetation and debris and silt</li> <li>• Defects in sealant to movement joints</li> <li>• scour damage</li> </ul>	24 hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation, the FHWA Bridge Inspector Reference Manual, AASHTO Manual for Bridge Element Inspection, and Recording and Coding Guide for the Structural Inventory and Appraisal of the Nation's Bridges.	Records as required in the current version of the CDOT Pontis Bridge Inspection Coding Guide and AASHTO Manual for Bridge Evaluation.  No occurrences of NBI condition rating below seven for any culvert elements.  All Pontis condition states to be one or two for all structure components.  None with vegetation, debris and silt.  None with Defects in sealant and movement joints.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.6	Retaining Walls (other than MSE walls)	Maintain retaining walls to be structurally sound, and free of vertical, lateral or rotational movement with no material Defects compromising the intended performance.	48 hrs	28 days	12 mo.	<p>Condition of exposed surfaces showing cracking, spalling, leaking, build-up of efflorescence and rust staining.</p> <p>Area of cracks measured as the length of the crack and six inches on either side of the centerline of the crack.</p> <p>Measurement of settlement of spread footing foundations in deviation from constructed elevation.</p> <p>Measurement of rotational movement resulting in deviation from constructed alignment using a 10 foot straight edge.</p>	<p>No more than 5% of a combined retaining wall area of each wall showing cracking with moderate leaking, build-up of efflorescence, delamination's, spalls, and widespread rust staining.</p> <p>No concrete surfaces with spalls greater than 1" deep or to reinforcement level.</p> <p>No more than 5% of retaining wall area showing cracking of &gt;1/8".</p> <p>None greater than 1.5" total or 1/2" in a 5 year period</p> <p>None greater than 1/2" horizontal movement within 10' vertical.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.7	MSE Retaining Walls	Maintain retaining walls to be structurally sound, and free of vertical, lateral or rotational movement with no material Defects compromising the intended performance.	48 hrs	28 days	12 mo.	<p>Panel condition</p> <p>Joint condition</p> <p>Measured erosion</p> <p>Measurement of bowed wall: variance from constructed alignment. Change from as built records measured using 10' straight edge.</p>	<p>No more than 5% showing cracking, delamination's, spalls, or scaling per panel or each MSE wall.</p> <p>No instances cracks &gt;1/4", on more than one panel per wall.</p> <p>No instances of joints with exposed fabric, MSE backfill material below joint or vegetation growing between joints</p> <p>Panel offset at joints shall not exceed 3/4 inch. Joint opening shall not exceed 1/4 inch greater or 1/2 inch less than the design width along adjoining panels.</p> <p>No instances of erosion &gt;1 feet deep along wall coping, erosion exposing the top of the leveling pad (where pad is not on rock), or exposed straps or mesh</p> <p>No instances of variance from constructed alignment greater than 3/4 inch horizontal movement within 10' vertical</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
3.8	Sign structures	Sign gantries and foundations are structurally sound and free of: loose nuts and bolts, Defects in surface protection systems	24 hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of CDOT Recording and Coding Guide for the Inventory and Inspection of Colorado's Overhead Signs, Signals and High Mast Lights and CDOT M&S Standard Plans.	All condition states to be one or two for all structural members.  None with loose assemblies.  None with Defects in surface protection.
3.9	Load ratings	All structures shall have adequate capacity for the design load, legal loads (including Specialized Hauling Vehicles and Notional Rating Load, as referenced in AASHTO Manual for Bridge Evaluation, and Colorado Permit Vehicle, as referenced in CDOT Bridge Rating Manual)	24 hrs	28 days	6 months	Load rating calculations in accordance with the AASHTO Manual for Bridge Evaluation, the current version of the CDOT Pontis Bridge Inspection Coding, and CDOT Bridge Rating Manual.  Load restriction requirements as per AASHTO Manual for Bridge Evaluation, the current version of the CDOT Pontis Bridge Inspection Coding, and CDOT Bridge Rating Manual.	Comply with load restrictions on new structures for Colorado legal loads (including legally permitted vehicles).

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>4 ROADWAY MARKING</b>							
4.1	Pavement markings – General (temporary marking in the event of future Construction work done by Developer, and permanent marking)	Pavement markings are: <ul style="list-style-type: none"> <li>• clean and visible during the day and at night</li> <li>• whole and complete and of the correct color, type, width and length</li> <li>• correctly placed to meet the MUTCD and the Colorado Supplement to MUTCD and CDOT M&amp;S Standard Plans.</li> </ul> Non applicable pavement markings are removed.	24 hrs	28 days	6 mo.	Compliance with regulations  Minimum Average Retro-reflectivity (mcd/m2/lux) measured using a retro- reflectometer having 30-meter geometry - average of 10 readings at approximately 1/10 mile increments or 10 equal increments per ramp less than 1 mile long for long lines: - average of 5 readings for each auxiliary marking  Measured minimum presence on the Pavement Surface, including bridge decks  Visual inspection  Measured spread of material beyond design line dimension width	100% in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the MUTCD -Colorado Supplement  Retro-reflectivity Reading Longitudinal Lines – White 150 Longitudinal Lines Yellow 100 Auxiliary Markings – White 200  Long Lines 90% per 528 ft Auxiliary Markings 75%  Non-applicable pavement markings are removed such that they do not conflict with current pavement markings.  Not more than 10% of specified dimensions.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
4.2	Reflective markers	Reflective pavement markers (RPM's), are: <ul style="list-style-type: none"> <li>• clean and clearly visible</li> <li>• of the correct color and type</li> <li>• reflective or retroreflective as required in the MUTCD and CDOT M&amp;S Standards</li> <li>• correctly located, aligned and at the correct level</li> <li>• are firmly fixed</li> <li>• are installed in a way that will ensure that they remain at the correct level.</li> </ul>	24 hrs	28 days	6 mo.	Number of pavement markers that are ineffective. (Ineffective includes missing, nonreflective, broken, damaged, settled or sunk)  Number of pavement marker casting securely fastened (Category 1 Defect)  Uniformity; percentage (replacement RPM's having equivalent physical and performance characteristics to adjacent markers.)	Less than 10-percent ineffective in a centerline mile, with no more than two (2) consecutive RPMs missing or non-reflective.  100%  100%
4.3	Delineators & Markers	Object markers and delineators are: <ul style="list-style-type: none"> <li>• clean and visible</li> <li>• of the correct color and type</li> <li>• legible and reflective</li> <li>• straight and vertical</li> <li>• placement per MUTCD, and CDOT M&amp;S Standards</li> </ul>	1 hrs	48 hrs	28 days	Number of object markers or delineators defective or missing.  Sign sheeting material for object markers and delineator shall meet manufacturers minimum reflective requirements.	No more than 10% of delineators or markings will be missing or not easily visible in any auditable section.  100%
<b>5 GUARD RAILS, BARRIERS, IMPACT ATTENUATORS</b>							

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
5.1	Guard rails and traffic barriers	All guardrails, traffic barriers and other concrete barriers are maintained free of Defects. They are placed per MUTCD, CDOT's M&S Standards and Roadway Design Manual and FHWA Roadside Design Guide.	1 hrs	48 hrs	1 mo.	Length free from Defects (loose nuts/bolts)  Surface condition  Guardrail installed and maintained at correct height and distance from roadway and obstacle in accordance with relevant standards  Posts  Spacer Blocks	All nuts, bolts and connections to be properly tightened  90% of surfaces to be free from Defects (spalling of concrete, failure of corrosion protection) within a 12.5 foot section. No Defect greater than 1 foot square or 1 cubic foot of missing material within a 12.5 foot section.  100% within 3 inches vertical of correct system height.  Vegetation maintained and mowed at least 5 feet behind guardrail.  No missing posts. No post shall have section loss greater than 25%, No two adjacent post shall have a combined section loss greater than 25%.  No missing spacer or rotated blocks. No section loss greater than 10%.
5.2	Impact attenuators, anchor assembly, and end assembly	All impact attenuators, anchor assemblies, and end assemblies are appropriately placed and correctly installed per MUTCD, CDOT's M&S Standards, and maintained free of damage.	1 hrs	48 hrs	1 mo.	Percentage of impact attenuators, anchor assemblies, and end assemblies correctly placed and installed and free of damage  Integrity of the system	100%  100% cell replacement (unit replacement) following impact.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>6 SIGNS</b>							
6.1	General – all sign panels	<p>Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical Defects</p> <p>Identification markers are provided, correctly located, visible, clean and legible</p> <p>Sign mounting posts are vertical, structurally sound and rust free</p> <p>Visibility distances meet those stated in the MUTCD and CDOT M&amp;S Standards</p> <p>Sign information is of the correct size, location, type and wording to meet its intended purpose</p>	24 hrs	28 days	6 mo.	<p>Compliance with regulations</p> <p>Retroreflectivity measured in accordance with the requirements of MUTCD</p> <p>Face Damage</p> <p>Placement</p> <p>Sign information is of the correct size, location, type and wording to meet its intended purpose and requirements of MUTCD, M&amp;S Standards, Guide Signing Policies and Procedures Manual, CDOT Sign Design Manual, and Colorado Supplement Signs</p> <p>Visual Inspection</p>	<p>No missing signs and 100% in accordance with the current edition of the (CMUTCD)</p> <p>Retroreflectivity is no less than that required by MUTCD and the Colorado Supplement for retroreflectivity.</p> <p>No signs with face damage greater than 5% of area or 0% if text is damaged or fading</p> <p>Signs are placed in accordance with Requirements of the MUTCD and the Colorado Supplement</p> <p>100%</p> <p>Post shall be plum</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
6.2	Safety critical signs	Requirements as 6.1, Plus:  "Stop," "Yield," "Do Not Enter," "One Way" and "Wrong Way" and all Turn-Prohibition signs are clean, legible and undamaged.	1 hrs	12 hrs	7 days	Safety critical signs functionally legible when viewed from a vehicle travelling at posted speed  Sign mounting posts and multi-Post breakaway installed and maintained per CDOT requirements.	No instances of signs functionally illegible, no twisting or leaning.  All connections shall be free from Defects.
6.3	Illegal Signs	Obsolete or illegal signs are removed from the Project	N/A	48 hrs	N/A	Time for obsolete or illegal signs to be removed	100% compliance

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>7 Traffic Signals</b>							
7.1	Traffic Signals - General	Traffic Signals shall meet the following: .Be clean and visible, heads and buttons correctly aligned and operational . All traffic signal elements including cabinets, foundations, signing, vehicle detection (cameras or loops), electrical power and boxes: are aligned correctly, structurally sound, full operational and free from damage caused by accident or vandalism	24 hrs	1 week	NA	Traffic signal issue reporting log listing the following as a minimum: 1. Issue (e.g. inefficiencies, malfunction, cleanliness, etc.) 2. date and time of issue occurrence 3. date and time of report 4. reporting person 5. date and time of issue resolution	Written notification of issue to CCD and Department, and reporting on a log 100% of time.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>8 Lighting</b>							
8.1	Roadway Lighting – General	All lighting is free from Defects and provides acceptable uniform lighting quality.  iii. Lanterns are clean and correctly positioned. v. Lanterns are clean and correctly positioned.	24hr	1 mo.	NA	Visual inspection and reporting log listing the following as a minimum:  1. Issue (e.g. inefficiencies, malfunction, cleanliness, etc.)  2. date and time of issue occurrence  3. date and time of report  4. reporting person  5. date and time of issue resolution	Written notification of outdoor lightning outage or repair requirement to Xcel Energy and Department, and reporting on a log 100% of time.
8.2	Lighting Structures	Columns are upright correctly founded and structurally sound.	24 hrs	1 mo.	NA	Visual inspection and reporting log as per Ref. 8.1 in this Appendix A-2.  Structure is plumb.	Written notification of outdoor lightning repair requirement to Xcel Energy and Department, and reporting on a log 100% of time.
8.3	Lighting Fixtures	All luminaries functioning on each pole.	24 hrs	1 mo.	NA	Visual inspection and reporting log as per Ref. 8.1 in this Appendix A-2.  No instances of three consecutive lamps not working per circuit.  No instances of two of more lamps not working per high mast pole.	Written notification of outdoor lightning outage or repair requirement to Xcel Energy and Department, and reporting on a log 100% of time.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
<b>9</b>	<b>FENCES AND WALLS</b>						
9.1	Fences and Walls - Design and Location	Fences and walls act as designed and serve the purpose for which they were intended	1 hr	28 days	6 mo.	Visual Inspection	Inspection records showing compliance with design
9.2	Fences and Walls - Construction (includes existing)	Integrity and structural condition of the fence is maintained	< 1 hr	28 days	6 mo.	Structural assessment if visual inspection warrants	Inspection records showing compliance with design, and no structural safety issues.
<b>10</b>	<b>ROADSIDE</b>						

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
10.1	Vegetated Areas - Except landscaped areas - General	<p>Vegetation is maintained so that:</p> <ul style="list-style-type: none"> <li>i. Height of grass and weeds is kept within the limits described for urban and rural areas. Mowing begins before vegetation reaches the maximum height.</li> <li>ii. Spot mowing at intersections, ramps or other areas maintains visibility of appurtenances and sight distance.</li> <li>iii. Grass or vegetation does not encroach into or on paved shoulders, main lanes, sidewalks, islands, riprap, traffic barrier or curbs.</li> <li>iv. A herbicide program is undertaken to control noxious weeds in accordance with the EO D 006 99.</li> </ul>	24 hrs	7 days	28 days	<p><b>Urban areas</b> Physical measurement of height of grass and weeds</p> <p><b>Encroachment</b> Visual inspection of instances of encroachment of vegetation</p> <p><b>Wildflowers</b> Visual Inspection with audit of process.</p> <p><b>Sight lines</b> Visual inspection</p>	<p>Individual measurement areas to have 95% of height of grass and weeds between 8" to 10", and not shorter than 6</p> <p>No occurrences of vegetation encroachment.</p> <p>Adherence to CDOT Roadside Vegetation Management (Final Guideline Document).</p> <p>No instances of impairment of sight lines or sight distance to signs, including control of weeds in pavement and barrier. No blocked view of roadside reflectors.</p> <p>Avoid mowing zone 2 and 3 between April 15<sup>th</sup> and August 1, as required in Manual of Maintenance Procedures.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
		v. Development and implementation of noxious weed management program to control noxious weeds and to eliminate grass in pavement or concrete.				<p><b>Noxious weeds</b>                      Visual inspection and/or notification</p>	<p>Not more than 15% (aggregate) of a 1 mile section of roadway contains noxious weeds.</p> <p>Not more than 15% (aggregate) of a 1/10 mile section of ramp contains noxious weeds.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
10.2	Landscaped Areas	i. All landscaped areas are maintained to their originally constructed condition. Landscaped areas are as designated in the plans.  ii. Mowing, litter pickup, irrigation system maintenance and operation, plant maintenance, pruning, insect, disease and pest control, fertilization, mulching, bed maintenance, watering is undertaken as per MMP.  iii. The height of grass and weeds is kept between 8" to 10", and not shorter than 6 Mowing begins before vegetation reaches a hazardous condition, such as sight distance, blocking reflectors, hiding animals or causing drifting snow.	24 hrs	7 days	28 days	Visual inspection Roadside appearance is excellent, characterized by well-tended landscaping and vegetation.	The percent of landscaping area meeting the General Requirement is more than 95%.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
10.2 (cont.)	Landscaped Areas	iv. Damaged or dead vegetation is replaced.					
10.3	Fire hazards	Fire hazards are controlled	12 hrs	14 days	N/A	Instances of dry brush or vegetation forming a fire hazard	No instances of plant material that is a fire hazard
10.4	Trees, brush and ornamentals	v) Trees, brush and ornamentals on the right of way, except in established no mow areas, are trimmed in accordance with CDOT standards. vi) Trees, brush and ornamentals are trimmed to insure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs or shading on the road. vii) Dead trees, brush, ornamentals and branches are removed. Potentially dangerous trees or limbs are removed.	24 hrs	7 days	28 days	Visual inspection and/or notification	Inspection records showing 100% compliance

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
10.4 (cont.)	Trees, brush and ornamentals	iv) All undesirable and unplanned trees and vegetation are removed. Diseased trees or limbs are treated or removed by licensed personnel.					
10.5	Wetlands	Wetlands are properly managed, and in accordance with applicable permit requirements.	24 hrs	28 days	N/A	In accordance with applicable permit requirements	No Instances of permit requirements not met
10.6	Water Quality Ponds	Maintenance of all vegetation within the pond area	24 hrs	7 days	28 days	Visual inspection of ponds	Maintained as required per the design
<b>11 EARTHWORKS &amp; EMBANKMENTS</b>							
11.1	Slope - Stability	All structural or natural failures of the embankment, cut slopes, and slope and ditch pavement Defects on the Site are repaired.	1 hr	28 days	6 mo.	Visual inspection by geotechnical specialist and further tests as recommended by the specialist	No instances of slope failure, and no unsealed cracks on paved slopes.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
11.2	Slopes - General	Slopes are maintained in general conformance to the original graded cross-sections	24 hrs	28 days	6 mo.	Areas where replacement fill and of landscaping materials, reseeding and re-vegetation for erosion control purposes and removal and proper disposal of all eroded materials from the roadway and shoulders are required.	No slope failures. Inspection records showing compliance.
<b>12 GRAFFITI</b>							
12.1	Graffiti	Graffiti removal on all roadway elements in Construction Work area including but not limited to: <ul style="list-style-type: none"> <li>• Signs, walls, barriers, guardrail, traffic signals, structural elements, fence, water quality and drainage features.</li> </ul>	24 hrs	10 days	N/A	Removed in a manner and using materials that restore the surface to a like appearance similar to adjoining surfaces. All graffiti is considered a Category 1 Defect.	Inspection records showing 100% compliance
12.2	Offensive Graffiti	Offensive graffiti is removed	6 hr	10 days	N/A	Removed in a manner and using materials that restore the surface to a like appearance similar to adjoining surfaces. All graffiti is considered a Category 1 Defect.	Inspection records showing 100% compliance
<b>13 INCIDENT RESPONSE</b>							

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
13.1	General	Respond to Incidents in accordance with the Incident Response Plan.	1 hr	N/A	N/A	Incident Response Plan. No complaints from Emergency Services.	Response times met for 98% of Incidents measured on a 1 year rolling basis.
13.2	Spillage of Hazardous Materials	For any hazardous materials spills, comply with the requirements of Schedule 17.	1 hr	1 day	N/A	Incident Response Plan details the process and procedures in place and followed.	Inspection records showing compliance
13.3	Elements damaged as a result of Incident - Structural Assessment	Evaluate damage to structures and liaise with emergency services to ensure safe working in clearing the Incident.	1 hr	1 day	N/A	Inspections and surveys of relevant Elements as required. (Note. CDOT staff bridge office shall be notified immediately to complete an inspection.)	Inspection records showing 100% compliance
13.4	Elements damaged as a result of Incident - Temporary and permanent remedy	Propose and implement temporary measures or permanent repairs to Defects arising from the Incident.  Ensure the structural safety of any structures affected by the Incident.	24 hrs	14 days	6 mo.	Review and inspection of the relevant Elements.	Inspection records showing 100% compliance.
<b>14</b>	<b>MAINTENANCE YARD<sup>3</sup></b>						

<sup>3</sup> Section 14 only to be included if Preferred Proposer elects to use the Maintenance Yard.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
14.1	Developer Identification Signs	Signs installed at the entrance(s)/exit(s) to/from the Maintenance Yard	7 days	30 days	12 mo.	Signs installed depicting the name and contact information for Developer	Signs functioning as designed.
14.2	Environmental contamination	No increase in contamination.	2 hr	48 hr	6 mo.	Environmental site assessment or other inspections, as necessary.	No increase in contamination during the Operating Period.
14.3	Maintenance of grounds and buildings	Kept in a neat and tidy order. Kept structurally safe.	24 hr	7 days	6 mo.	Good housekeeping practice used to maintain buildings and land in a well maintained and neat condition, free from environmental damage. Regular inspection performed.	100% compliance
<b>15 SNOW AND ICE REMOVAL</b>							
15.1	Response Time, material application vehicle	The manning and loading of material application vehicles for a Precipitation Event	½ hr	N/A	N/A	All spreading vehicles on any route ready to load anti-icing or de-icing materials within ½ hour as measured by winter operation records and AVL system monitoring.	The required maximum time to complete the manning and loading of all material application vehicles for an event is 0.5 hours from the time precipitation has started.
15.2	Response Time, plowing vehicle	The manning of a snowplow vehicle for a Precipitation Event	½ hr	N/A	N/A	All snowplow vehicles on any route have left the yard and ready to begin work within ½ hour as measured by winter operation records and AVL system monitoring.	The required maximum time to complete the manning of all snowplow vehicles for an event is 0.5 hours from the time precipitation has started to the time the unit has left its yard to begin work.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
15.3	Plowing and material application	Continuous plowing and material application	½ hr	N/A	N/A	All units operating as measured by winter operation records and AVL monitoring systems.	Once operations have begun, all units as identified in the Snow and Ice Control Service Plan shall operate continuously on all routes so that bare and wet pavement is maintained.
15.4	Circuit time	Complete one entire route within 1 hour	1 hr	N/A	N/A	AVL systems monitoring and/or winter operation record	Circuit time shall be 1 hour from the time a winter unit begins its plowing and/or material application route until the time it is complete.
15.5	All lanes and ramps (including paved shoulders)	Bare and wet pavement during the Precipitation Event	1 hr	N/A	N/A	Visual inspection and AVL system monitoring	Maintain Bare and Wet pavement during the Precipitation Event, [or immediately after a Precipitation Event if all equipment listed in the most recently Accepted Snow and Ice Services Plan are continuously deployed].
15.6	Hazards	Address any snow and ice hazard immediately upon detection or notification	1 hr	N/A	N/A	Visual inspection, AVL system monitoring, or notification	100% compliance
15.7	Isolated slippery conditions	Address isolated slippery conditions.	1 hr	N/A	N/A	Visual inspection, AVL system monitoring, or notification	No isolated slippery sections

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
15.8	Winter Snow and Ice Materials storage	Winter snow and Ice materials stored in tanks or covered buildings at all times.	½ hr	N/A	N/A	Visual inspection.	No instances of uncovered storage of winter de-icing/anti-icing materials or winter maintenance liquids.
15.9	Reporting requirements	All reporting requirements identified in <u>Schedule 11</u> are accurate, complete, and timely 100% of the time.	1 day	7 days	1 mo.	Audit records and AVL system monitoring.	100% accuracy.
15.10	Automated Vehicle Locator system	All identified vehicles equipped with on board AVL at all times, as required in <u>Section 12</u> of this <u>Schedule 11</u>	N/A	24 hrs	1 mo.	Random audit, AVL system monitoring.	95% of all AVL units operational 100% of the time.  No loss of data due to network service loss.
15.11	Material Spreader calibration	Spreader controller (including winter liquids) calibration is operational.	N/A	24 hrs	N/A	Random audit, AVL system monitoring	95% units operational 100% of the time
15.12	Winter Drainage	Melting snow and ice causing flooding.	1 hr	6 hrs	N/A	Visual inspection, AVL system monitoring	No flooding on roadway caused by snow and/or ice impeding drainage through or to drains, culverts and ditches.

**16. Courtesy Patrol**

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
16.1	Courtesy Patrol	Provide full number of patrol vehicles each shift	1/2hr	N/A	N/A	Measured by patrol records, and AVL system.	100% of the time
16.2	Courtesy Patrol	Respond to any calls on the General Purpose Lanes or Tolled Express Lanes 30min after being dispatched, or immediately when the next patrol vehicle is available if all vehicles including the spare are currently responding to other calls.	1/2hr	N/A	N/A	Measured by patrol records, and AVL system.	100% of the time
<b>17. Sweeping and Cleaning</b>							

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
17.1	Sweeping	i) Keep all channels, lanes, hard shoulders, gore areas, ramps, intersections, islands and frontage roads swept clean. ii) Clear and remove debris from all paved areas other than as required in <u>Section 1.1</u> of this <u>Appendix A-2</u> . iii) Remove all sweepings without stockpiling in the right of way and dispose of at approved site.	12 hrs	7 days	N/A	Visual Inspection of buildup dirt, ice, rock, debris (from accidents and/or otherwise).	Inspection records showing 100% compliance
17.2	Litter	i) Keep the Site in a neat condition, remove litter regularly ii) Pick up large litter items before mowing operations. iii) Dispose of all litter and debris collected at an approved solid waste site.	24 hrs	7 days	N/A	Visual Inspection of pieces of litter.	Inspection records showing 100% compliance
<b>18. Cover</b>							

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.1	Snow and ice removal	Snow and ice removal in the Cover section and at access and egress points	1hr	6 hrs	N/A	Visual observation and/or AVL system monitoring.	No snow or ice along the Cover structure wall and soffit. No snow or ice along the right shoulder at the access and egress points.
18.2	Subsurface structures	All subsurface structures, including passive fire protection, shall be free of Defects.	1hr	6 hrs	N/A	All subsurface structures maintained in accordance with National Tunnel Inspection Standards, Highway and Rail Transit Tunnel Inspection Manual, 2005, Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, 2005 and the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual.	Elements maintained free of Defects
18.3	Structural supports and Connections for all miscellaneous structural attachments or supports.	Structural Supports & Connections for all miscellaneous structural attachments or supports shall be free of Defects.	1hr	6 hrs	6 mo.	All structural supports maintained in accordance with National Tunnel Inspection Standards, Highway and Rail Transit Tunnel Inspection Manual, 2005, Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, 2005 and the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual.	All Elements with full capacity connections in accordance with the design and manufacturer's requirements  Sections free of loss of connection material due to impact, corrosion, or wear. Free of loose connections or bolts. Free of deterioration or damage of base structure material. Free of movement of supported item. Free of excessive vibration of supported item.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.4	Retaining Walls	As a minimum free of the Defects as identified in the FHWA "Highway and Rail Transit Tunnel Inspection Manual, 2005" Chapter 4, Section A and <u>Section 3 Structures</u> of this <u>Appendix A-2</u>	1hr	6 hrs	6 mo.	Compliance with Maintenance Management Plan (MMP). The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual and in accordance with <u>Section 3 Structures</u> of this <u>Appendix A-2</u> .	All Elements maintained free of Defects.
18.5	Waterproofing	Leaks in subsurface structures.	24 hrs	28 days	6 months	Visual Inspection	The subsurface structures shall be free of leaks.
18.6	Finishes	All finishes shall be free of Defects and clean.	24 hrs	28 days	6 months	Visual inspection and in accordance with the FHWA Highway and Rail Transit Tunnel Inspection Manual, 2005, Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, 2005 and the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual	Maintaining level of reflectivity and brightness consistent with lighting level criteria, free of loose or damaged finish materials with fully functional emergency equipment such as exit signage, lights, emergency panels, fire alarm boxes, signage and communications equipment and maintain colors and design characteristics consistent with aesthetic requirements.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.7	Drainage	Subsurface drainage and pumping systems fully operational and clear of debris.	2 hrs	48 hrs	1 month	Regular inspection in accordance with the FHWA Highway and Rail Transit Tunnel Inspection Manual, 2005, Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, 2005 and the Tunnel, Operations, Maintenance, Inspection, Evaluation	Maintenance performed and documented per the Maintenance Management Plan (MMP) with flow rates established per design, free from blockage due to sedimentation or calcification and, fully functional pumping components and systems, screeds, and control and monitoring equipment.
18.8	Fire Protection	Fire protection systems such as but not limited to fire detection, alarm, notification and suppression systems fully functional and operational.	1 hr	12 hrs	3 months	Compliance with Maintenance Management Plan MMP. The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual and applicable NFPA standards. Life Safety preventative maintenance performed and reported bi-annually.	Fire protection systems functioning correctly and in compliance with MMP 100% of the time

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.9	Electrical Systems, regular & Emergency Lighting	Lighting system fixtures, lamps and control functioning to provide the intended illumination level, light output, lighting quality, duration and energy efficiency, for the location	1 hr	12 hrs	3 months	Compliance with Maintenance Management Plan (MMP). The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE)	Electrical and emergency lighting systems functioning correctly and in compliance with MMP 100% of the time

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.10	Electrical Systems, Fire / vehicle Detection and Alarm and emergency way-finding signage	Fire / vehicle detection and alarm systems provide the intended detection and notification functions including emergency way-finding signage.	1 hr	12 hrs	3 months	<p>Compliance with Maintenance Management Plan (MMP). The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual, manufacturer's recommendations, NFPA 70B and 72.</p> <p>Preventative maintenance of fire alarm sources and testing per NFPA 70B, 72, 101, 110 &amp; 111. Follow manufacturer's recommendations for maintenance and testing where requirements are more demanding. Continuous monitoring through self-system diagnostics and failure detection.</p>	<p>All fire alarm systems perform as designed and provide the intended level of protection with all detectors operating within manufacturer's tolerance for sensitivity and cleanliness.</p> <p>All inspections conducted and documented.</p> <p>All preventative maintenance performed and documented in accordance with the referenced standards.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.11	Electrical Systems, Communications including Radio Rebroadcast, 2-way Radio, public emergency message rebroadcast, voice alarm and public address, Telephone and CCTV	Communications systems serving their intended functions	1 hr	12 hrs	3 months	<p>Compliance with Maintenance Management Plan (MMP). The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual and manufacturer's recommendations.</p> <p>Operational tests using 2- way radio equipment and frequencies to match outside agencies served, weekly.</p> <p>Continuous monitoring through self-system diagnostics and failure detection. CCTV system compliance with NFPA 72 inspection and maintenance requirements for fire detection, where used.</p>	<p>All equipment operating in accordance with manufacturer's recommendations for actual conditions of use.</p> <p>2-way radio system performance conforming with up-to-date Department specifications.</p> <p>Public emergency message rebroadcast performance conforming with relevant standards.</p> <p>Voice alarm and public address performance conforming with relevant standards.</p> <p>CCTV system complying with all requirements required to function as second means of fire detection.</p> <p>All inspections conducted and documented.</p> <p>All preventative maintenance performed and documented in accordance with the referenced standards and MMP.</p> <p>Free from database and communication system security breaches.</p>

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.12	Electrical Systems, Distribution – Normal, Essential & Emergency	Electrical system serving connected loads with intended capacity, voltage regulation, protection, control and monitoring.	1 hr	12 hrs	3 months	Compliance with Maintenance Management Plan (MMP). The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual and manufacturer's recommendations. Preventative maintenance and testing of essential and Emergency sources per NFPA 110 and 111. Exercising of back-up generators under load where used as essential and Emergency sources, monthly. Exercising of ATS switches, semi-annually. Load testing of UPS systems where used as essential and Emergency source, monthly. Monitoring and Testing of individual battery cell condition, annually.	All elements of electrical systems distribution normal, essential and emergency functioning as designed 100% of the time.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.13	Command, Control and Monitoring System	Command, Control and Monitoring System provides intended function of control, monitoring, communication and visual display of all connected systems including integration with other systems.	1 hr	12 hrs	3 months	Compliance with Maintenance Management Plan (MMP). The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual Follow manufacturer's recommendations for maintenance and testing where requirements are more demanding. Continuous monitoring through self-system diagnostics and failure detection.	All elements of Command, Control and Monitoring System systems functioning as designed 100% of the time.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.14	Electrical Systems, Grounding & LP	Grounding and lightning protection systems provide intended function and level of protection for equipment, structure and personnel protection.	2 hrs	24 hrs	3 months	<p>Compliance with Maintenance Management Plan (MMP). The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual, manufacturer's recommendations and NFPA 780.</p> <p>The fall of potential method shall be used to test the resistance to earth of all grounding electrode systems serving electrical services, lightning protection and alternate energy sources, every 5 years.</p> <p>The continuity of ground connections to remote earth shall be tested during replacement of equipment served or any major change of system configuration.</p>	All elements of Grounding and lightning protection systems functioning as designed 100% of the time.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.15	Ventilation System	Ventilation system fully maintained, functional and operational.	2 hrs	24 hrs	3 months	Compliance with Maintenance Management Plan (MMP). The plan shall be based on the FHWA Highway and Rail Transit Tunnel Inspection Manual, FHWA Highway and Rail Transit Tunnel Maintenance and Rehabilitation Manual, the Tunnel, Operations, Maintenance, Inspection, Evaluation (TOMIE) Manual, and manufacturer's recommendations. Life Safety preventative maintenance performed and reported bi-annually. Life safety components of the tunnel ventilation system tested annually, Verification of OCC activation and separately, local activation of tunnel ventilation life safety response, annually.	All elements of the ventilation system functioning as designed 100% of the time.
18.16	Cover electrical Supplies	Electricity supplies, feeder panels, transformers, cabinets, switches and fittings are electrically, mechanically and structurally sound and functioning	1 hrs	24 hrs	1 mo.	Availability of supply of power and electricity to the cover systems.	A continuous availability level of 100% from metered source to all O&M equipment and facilities.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
18.17	Cover firefighting Water Supplies	Firefighting water supplies, plumbing, pipework and valves mechanically and structurally sound and functioning	1 hrs	24 hrs	1 mo.	Availability of supply of firefighting water to the cover systems.	A continuous availability level of 100% to all firefighting equipment and facilities.
18.18	Plant rooms	Electricity supplies, panels, cabinets, switches, heating/cooling/air conditioning and fittings are electrically, mechanically and structurally sound and functioning	1 hrs	24 hrs	3 mo.	Availability of equipment and systems to the cover systems.	A continuous availability level of 100% to all O&M equipment and facilities.
<b>19. ITS AND ETC FACILITIES</b>							
19.1*	ITS Equipment installed by Developer	Fully functional and operational without damages.	NA	24hr	48hr	Operation records; Visual Inspection	No instances of malfunction or damages to devices or equipment.
19.2*	Backbone communication and VTMS	Fully functional and operational without damages.	NA	4hr	24hr	Operation records; Visual Inspection. Follow manufacturer's recommendations for maintenance and testing. Continuous monitoring through self-system diagnostics and	No instances of communication or VTMS failures.

REF	ELEMENT	GENERAL REQUIREMENT	DEFECT REMEDY PERIOD			PERFORMANCE REQUIREMENTS	
			Cat 1 Immediate Action	Cat 1 Permanent Remedy	Cat 2 Permanent Repair	MEASUREMENT CRITERIA	TARGET
19.3	ITS Equipment and Backbone communication and VTMS	Developer to provide reporting on inefficiencies or malfunction of ITS and ETC equipment, and backbone communication.	NA	4hr	24hr	ITS and ETC reporting log or records.  Visual inspection.	100% reporting and follow up reporting on equipment corrections, repairs and connections to communication lines to ETC System Integrator and CTMC.
19.4	ITS and ETC civil infrastructure, such as pullboxes, manholes, cabinets, foundations, ITS sign structures, poles.	Fully functional and operational without damages.	24 hrs.	1 wk	1 mo.	Maintenance records.  Visual Inspection.	100% of time.

\*For the period commencing the operations of the ITS and/or Tolling Equipment installed by the Developer, up to two Calendar Years after Final Acceptance.

## Appendix B – Courtesy Patrol Requirements

### 1.1 GENERAL REQUIREMENTS:

#### A. Location

1. I-70 Mainline, within the O&M Limits

#### B. Hours of Operation:

1. Peak Hour Patrolling, requires 4 Courtesy Patrol Vehicles.

The peak hour patrol segment hours of operation shall be 06:30 A.M. to 09:30 A.M. and 3:00 P.M. to 7:00 P.M., year round. Developer shall patrol each segment every weekday (Monday through Friday), except the following holidays: **New Year's Day, Thanksgiving Day, and Christmas Day**; holiday work days may be modified if requested by the Department, in writing, 72 hours in advance. Developer shall patrol regardless of weather.

Peak period hours of operation may be modified by the Department, with notice in writing, 72 hours in advance.

2. Off Peak Patrolling, requires 4 Courtesy Patrol Vehicles.

The off peak patrol segment hours of operation shall be 9:30 A.M. to 3:00 P.M. and 7:00 P.M. to 8:00 P.M., year round. Developer shall patrol each segment every weekday (Monday through Friday), except the following holidays: **New Year's Day, Thanksgiving Day, and Christmas Day**; holiday work days may be modified if requested by the Department, in writing, 72 hours in advance. Developer shall patrol regardless of weather.

Off Peak hours of operation may be modified by the Department with notice in writing, 72 hours in advance.

3. Weekend Patrolling, requires 1 Courtesy Patrol Vehicle.

The weekend patrol hours of operation shall be 10:00 A.M. to 7:00 P.M., year round. Developer shall patrol each segment every weekend (Saturday and Sunday), except the following holidays: **New Year's Day, Thanksgiving Day, and Christmas Day**; holiday work days may be modified if requested by the Department, in writing, 72 hours in advance. Developer shall patrol regardless of weather.

Weekend hours of operation may be modified by the Department, with notice in writing, 72 hours in advance.

- C. Any extensions of operating hours due to Emergencies, Severe Weather Event or planned Special Events (up to 30 hours per Contract Year for all required vehicles for planned Special Events) shall be the responsibility of Developer.
- D. Developer shall provide full time dedicated dispatch staff during the hours of operation, including peak hour patrolling, off peak hour patrolling, and weekend patrolling, described in this Section 1.1. Developer's dispatch staff shall be responsible for dispatch of

Developer's Courtesy Patrol Vehicles, and shall interface with Department's Mile High Courtesy Patrol program. Developer's dispatch staff shall be co-located with Department's CTMC dispatch staff, unless otherwise agreed by Department.

- E. Developer shall respond with vehicle en route to any calls on the Tolloed Express Lane(s) or General Purpose Lane(s) within thirty (30) minutes of being dispatched from the Departments call center or authorized Department representative. All vehicles shall be towed to a designated drop point. Drop Sites may be different than the ones that are being required by the Project patrols which are only required to be open until 11:00 pm during the week. These drop sites will meet all other Project patrol requirements. However, these locations will be open on the weekends and will be open twenty four hours a day, i.e. 7-11 stores. Furthermore, Incidents or accidents will be moved to the nearest shoulder (a location that is safe to all) to open all lanes of the Tolloed Express Lane(s). Developer shall use flat-bed or wrecker tow trucks to remove vehicles from the scene, and these trucks shall meet the requirements in this Schedule 11 and contain all the equipment that is set forth by the Colorado PUC. Vehicles shall be relocated from the Tolloed Express Lane(s), which is not safe for motorist to be assisted. No gas, tire change, or jump start shall be given to anyone in the Tolloed Express Lane(s) due to the danger of the location. Cell phones shall be provided for emergency uses only.
- F. Developer shall provide the Courtesy Patrol Service vehicles needed to perform the assistance services mentioned above.
- G. Developer shall not pass beneath the transponder trellis for the Tolloed Express Lane(s) lane when providing routine patrolling. Doing so will result in issuance of a toll fee to Developer. Developer shall be solely responsible for paying the toll fee which may vary by time of day. When responding to service calls, or when directed by Department, Emergency Services, or a Governing Authority, Developer shall use Tolloed Express lane to ensure the quickest arrival to the Incident or disabled vehicle. Developer shall comply with all Laws regarding travel on the shoulders of any highway areas.

## **1.2 SPECIFIC WORK REQUIREMENTS:**

### **A. Work Requirements:**

Developer shall provide such services according to the following requirements:

1. All services shall, at all times, be provided by Developer free of any charge to, or payment from, the disabled motorists or any other person or entity, public or private. Developer shall refuse any offers of other payment or gratuities of any kind.
2. Developer shall provide the services to disabled motorists only after Developer explains to the motorist the services to be provided (including the drop site, and that the services are free of charge), and only after requesting and obtaining the motorist's consent to such services. The services may be refused by the motorist at any time.
3. Subject to the motorist's consent, it is preferable for Developer to move the vehicle from traffic or from the shoulder (whichever is applicable) off of the highway to a drop site before providing additional services, in order to eliminate any hazard or congestion that might result if Developer provided service in traffic or on the shoulder.
4. Developer shall move a disabled vehicle that is in traffic to the shoulder of the highway and provide limited assistance to the vehicle on the shoulder, as an alternative to having the vehicle moved from the highway to a drop site.
5. Developer shall provide service(s) chosen by the motorist; however, Developer shall not provide any service not described herein.

6. Developer shall report all occurrences causing traffic congestion, all Incidents requiring Developer to be in and out of service, and each beginning and ending shift to the Department designated dispatcher when the event occurs.
- B. Drop Sites:  
Developer shall obtain the right to use suitable "Drop-Sites" near the Project.

A "Drop-Site" is defined as any business location to which the Developer can tow (and leave) the disabled vehicle, and from which the motorist of the disabled vehicle can safely make arrangements to be picked up and/or to have the vehicle repaired, subject to the specific conditions described below.

#### 1. Specific Drop-Site Conditions

Drop-sites shall satisfy all of the following specific conditions:

- a. The site(s) shall be located as close as reasonably possible to the highway, and within the Project limits.
- b. The sites shall be well lighted and must have a working phone (pay or business) available to the public on the premises.
- c. The site(s) shall be businesses, and must be open at all times during patrolling/towing hours and for at least two hours after the end of that patrol's hours of operation. (It is preferable, but not required; that each business Drop Site be able to provide assistance to the disabled vehicle, e.g. full service gas stations, tire stores, or other repair facilities.)
- d. Businesses used as Drop Site (s) must allow a disabled vehicle to remain on site, free of charge, for at least three hours, in order to provide sufficient time for the motorist to make suitable arrangements.
- e. The Developer shall have written evidence from the owner/operator of the business of the Developer's right to use that business as a Drop Site.

#### 2. General Drop Site Requirements

The Developer shall also comply with the following general requirements concerning drop sites.

- a. Developer shall not receive any payment or compensation of any kind from such businesses in connection with, or as a result of, the program services, including for any repairs made to the vehicle by the business.
- b. The particular Drop Sites used by Developer may vary from hour to hour, depending on the conditions at each site during the hours of operation of the patrol.
- c. Developer shall provide a list of Drop Sites, listed by hour each Drop Site is available for use, to the Colorado State Patrol and to any local law enforcement agency with jurisdiction over such sites immediately upon commencement of the O&M Work. Developer shall also provide any modification of such list to such agencies and Department, within one (1) working day of that modification.
- d. As described above, Developer shall obtain the motorist's consent to move the motorist and the disabled vehicle to a drop site. Developer shall explain to

the motorist that they have only three hours at the Drop Site to make suitable arrangements or their vehicle can be towed away at their expense.

- e. Developer shall be solely responsible for any motorist injury or vehicle damage resulting from Developer's selection or use of a particular Drop Site.
- f. Developer shall not leave a motorist and/or a disabled vehicle at a particular Drop Site if, under the circumstances, that Drop Site presents an unreasonable risk of harm to the motorist or vehicle.

C. Work Prohibitions:

The success of this Courtesy Patrol program relies heavily on public relations and on the public's perception of the program's purposes and operation and, therefore, on the conduct of Developer and its operators in performing the program services.

The Department has determined that all of the actions listed below would create a negative public image, present a problem for local law enforcement concerning traffic management, and interfere with the operation and success of the program. Therefore, at all times during the performance of the Courtesy Patrol Services, Developer, its operators, and its employees shall not:

1. Solicit membership in any commercial/business organization or association, including vehicle repair or service associations.
2. Recommend or pressure motorists to use any towing service other than the Courtesy Patrol for a disabled vehicle.
3. Recommend, or pressure motorists to use, any business (including drop-site businesses) for service on a disabled vehicle.
4. Radio for an alternative towing service, except when specifically asked by a motorist to do so, after the free Courtesy Patrol Services have been offered and explained to the motorist.
5. Tow a vehicle to a location other than the shoulder of the highway segment, or to the designated drop-site nearest the vehicle location.
6. Interfere with a private sector towing service that is already present at the immediate location of a disabled vehicle. When Developer arrives at the vehicle in such circumstances, the Developer should stop and offer assistance only to the motorist.
7. Patrol near another Courtesy Patrol Services vehicle off the Project limits.
8. Stay at the scene of an accident on the highway segment after the local law enforcement authorities have arrived at the scene, unless requested by local authorities to assist at the accident scene.
9. Refuse the orders of a law enforcement officer, or any directions the Department, or his/her designee, as provided to the Developer.
10. Tow a disabled vehicle while the motorist, or other occupants of the disabled vehicle, are in the towed vehicle, or leave any unattended occupants on the freeway while towing the vehicle. Operator shall contact Department dispatcher and request alternate transport of such occupants (e.g. other Courtesy Patrol Service or police vehicle).
11. Accept tips, money, or any other payment or compensation of any kind from the disabled motorists for the services provided.
12. Patrol with any other person in the patrol vehicle, unless that person is directly associated with the program/Developer.
13. Commit traffic violations of any kind including without limitation, speeding, or illegal lane changes.
14. Perform any act that provides an unfair competitive advantage to any private tow service.

15. Use the vehicle's yellow warning lights other than as authorized by law. The yellow warning lights shall be activated only when the vehicle is operating on the roadway to eliminate hazards to other traffic, as required by Colorado Revised Statutes 42-4-214.
16. Complete services as a private tow service when services were initiated as Courtesy Patrol Service. This includes staying at the scene of an Incident until the end of patrol hours, removing Courtesy Patrol Service signs, and then performing services as a private tow service for a fee. Courtesy Patrol Service signs shall be put in-place before entering, and removed and upon leaving, the freeway.

Developer will notify the Department of any of its operators/employees who perform such actions and, upon receipt of such notice; Developer shall take immediate action to remove such operators/employees from further performance of program services.

D. Patrolling:

At the beginning of a shift identified in Section 1.1: B of this Appendix B, Developer shall dispatch the appropriate number of Courtesy Patrol Service vehicles to begin patrolling on the Project and designated number of specially equipped Courtesy Patrol Service towing vehicles for staged operations. For Peak Hour and Off Peak Patrolling, two vehicles must start at each end of the Project, traveling in opposite directions; or as approved by the Department. The operators/drivers of such vehicles shall be sufficiently spaced to adequately provide continuous coverage during a shift. Vehicles must be patrolling at the beginning of the shift and not in-route, or being acquired.

The Courtesy Patrol Service vehicle(s) shall continuously patrol the designated highway segment for disabled vehicles in need of assistance and, upon finding such vehicles, remove such vehicles from the traveled portion of the highway segment and/or providing assistance to such vehicles as quickly as possible.

Developers' operators shall not park a Courtesy Patrol Service vehicle during hours of operation and wait for an Incident, rather they shall constantly patrol during their assigned shift except when otherwise providing disabled vehicle service(s).

When a disabled vehicle Incident/accident is discovered, the patrol vehicle shall respond as follows:

1. Arriving At a Disabled Vehicle on the Shoulder:

When a Developer operator finds a disabled vehicle on the shoulder of a highway segment, the operator shall pull directly behind the vehicle. However, the operator shall not turn on the towing vehicle's yellow warning lights unless the disabled vehicle or the towing vehicle poses a hazard to other motorists.

The operator shall communicate data collection requirements to the CTMC dispatch for detection (if the operator is the first to identify the Incident) and verification (location of the Incident based on the initial radio report).

The operator shall then exit the patrol vehicle, distribute Department's program brochure, and offer the program services to the motorist. Following directives provided by the Department, the operator shall explain to the motorist:

- a. The Courtesy Patrol is a Department program;
- b. The program is publicly funded;

- c. The services are free of charge to the motorist;
- d. Quick Clearance Benefits;
- e. The motorist has the option to refuse or accept the service;
- f. Only particular services may be provided to the motorist (as defined below);
- g. The nature of the drop site(s) available; and
- h. The motorist has the option to leave his/her vehicle on the shoulder of the freeway or to be taken to a drop-site.
- i. Law enforcement may provide authorization to override a motorist's refusal to move the vehicle.

Developer's operator shall then request the motorist's consent, to such service, and must obtain such consent - in writing, before providing service.

The Developer's operator shall offer to allow the motorist to use the mobile telephone equipment in the Courtesy Patrol Service vehicle, and the motorist shall be allowed up to five minutes of local calls at no charge to the motorist.

If the motorist refuses the service, Developer's operator shall contact the Department's dispatch to determine if the operator should leave the scene to continue patrolling or protect the vehicle until law enforcement arrives.

If the motorist consents to service and, if the operator can make the vehicle operational by providing the limited assistance available to the Developers operator, then the operator shall proceed as follows:

- a. If the motorist does not consent to have the vehicle moved, and the operator can render service on the shoulder with minimal hazards created, then the operator will render such service on the shoulder for a period not to exceed 10 minutes. If the operator cannot make the vehicle operational within 10 minutes then, with the motorist's consent, the operator shall move the disabled vehicle and motorist to the drop-site nearest the location of the vehicle. If the motorist does not consent to moving the disabled vehicle and the operator has offered all available options of the Courtesy Program to the motorist, the operator shall notify his/her supervisor and the appropriate law enforcement agency then leave the scene immediately and continue patrolling, unless dispatch and/or law enforcement direct them to stay on scene.
- b. If the motorist does consent to have the vehicle moved, it is recommended that the vehicle be moved to the nearest drop-site to provide assistance.

After the vehicle is moved to the shoulder or if the operator provides assistance on the shoulder the operator shall notify CTMC dispatch that the lane is clear. When the disabled vehicle and the motorist are moved safely to the drop-site and/or assistance provided at the drop-site, the operator shall notify the CTMC dispatch that the Incident has been removed from the roadway and shoulder. The operator shall immediately return to patrolling.

2. Arriving At a Disabled Vehicle in Traffic:

When Developer's operator finds a disabled vehicle in traffic, the operator shall pull directly behind the vehicle as soon as possible, and turn on the tow vehicle's yellow warning lights.

Developer's operator shall communicate data collection requirements to the CTMC dispatch for Detection (if the operator is the first to identify the Incident) and Verification (location of the Incident based on the initial radio report).

Developer's operator shall then ask for the motorist's consent to move the disabled vehicle, and the motorist, to a drop-site (first choice), or to the shoulder of the highway segment (second choice). If the motorist consents, the operator shall take appropriate action and inform the Department's dispatcher of the Incident's status, when the blocked lane has been cleared, and when the Incident has been removed from the roadway and shoulder. Developer's operator shall then exit the vehicle and explain the Departments program to the motorist, and the services available.

If the motorist refuses, the operator shall immediately contact local law enforcement to report the disabled vehicle in traffic, and the operator shall stay directly behind the disabled vehicle with yellow warning lights activated until the vehicle is moved from traffic or until a local law enforcement officer arrives. The operator shall follow the instructions of the local law enforcement officer and inform the Departments dispatcher of the Incident's status.

3. Arriving At an Accident:

When the operator finds an accident on the highway, the operator shall pull directly behind the vehicle(s) as soon as possible and turn on the yellow warning lights. The operator should then carefully exit the patrol vehicle and discuss the situation with the motorist(s).

The operator shall communicate data collection requirements to the CTMC dispatch for detection (if the operator is the first to identify the Incident) and verification (location of the Incident based on the initial radio report).

If there are injuries, the operator shall not attempt to move the vehicle(s), but rather immediately call 911 and discuss further action with local law enforcement. The operator shall follow all instructions made by local law enforcement and inform the Departments dispatcher of the Incident's status.

If there are no injuries (accident involves only property damage) but the vehicle(s) cannot be safely driven, the operator shall explain the program to the motorists and ask the motorist's consent to move the vehicles from the traveled portion, median, or ramp of the highway and inform the Departments dispatcher of the Incident's status.

If the motorist does not consent, then the operator shall stay immediately behind the vehicles until local law enforcement arrives, shall assist law enforcement as requested, and inform the Departments dispatcher of the Incident's status.

If the motorist consents, the operator shall request additional Courtesy Patrol assistance before taking further action. (The operator should not move one of the vehicles if that means the other disabled vehicle will remain alone in traffic, but instead protect the accident scene by staying directly behind both vehicles until assistance arrives). If the motorists have already fulfilled the requirements of Colorado Revised Statutes 42-4-1603, concerning exchanging identification/information, then when assistance arrives, the operator(s) should move the disabled vehicles to the nearest drop-site if damages appear to total less than \$1,000.00 (indexed). If the motorist(s) have not exchanged such information, then the operator(s) shall move the vehicles to the nearest suitable location for that purpose in accordance with C.R.S. 42-4-1602(2).

Under no circumstances shall an operator attempt to repair an accident vehicle in an attempt to make it mobile.

The operator shall communicate data collection requirement to the CTMC dispatch when the Incident has been moved from the travel lanes and when the Incident has been removed from the roadway and shoulder.

### **1.3 SPECIFIC EQUIPMENT REQUIREMENTS:**

The Courtesy Patrol Service roving fleet shall contain at a minimum 50% towing vehicles, the remainder of the fleet (maximum of 50%) shall be motorist assistance vehicles. Patrol routes shall have a maximum of one motorist assistance vehicle per segment, unless otherwise approved by the Department.

A. The Courtesy Patrol Service vehicles shall be equipped, at a minimum, with the following:

#### Towing Vehicles:

1. Wheel lift towing equipment, including safety straps with a minimum lift rating of 3,000 pounds;
2. Hydraulic boom lift capability with a static rating of 5,000 pounds;
3. Winch cable with an 8,000 pound rating on the first layer of cable;
4. Towing slings rated at 3,000 pounds;
5. Tow chains of 5/16" alloy or OEM specs, and J.T. hook assembly;
6. Yellow/amber warning lights with front to rear (360 degree) directional flashing, with on/off switch in cab;
7. Power outlets ("hot boxes"), front mounted , with outlets compatible with 12-volt booster cables;
8. Heavy duty, 60+-amp battery;
9. Two-way radio communications with base office;
10. Cellular telephone;
11. Cab Lighting;
12. Rear work lights;
13. Safety D-ring on rear of truck;
14. Floor jack on rollers with a 2-ton rating;
15. All equipment necessary to operate the towing vehicles during winter driving conditions (i.e. chains, studded snow tires, etc.);
16. Wrap around push bumpers; and
17. Automated Vehicle Location (AVL)

#### Motorist Assistance Vehicles:

1. Winch cable with a 12,000 pound rating on the first layer of cable;
2. Tow chains of 5/16" alloy or OEM specs, and J.T. hook assembly;
3. Two (2) tow straps rated at 53,000 pounds, minimum;

4. Yellow/amber warning lights with front to rear (360 degree) directional flashing, with on/off switch in cab;
  5. Power outlets ("hot boxes"), front mounted , with outlets compatible with 12-volt booster cables;
  6. Heavy duty, 60+-amp battery;
  7. Two-way radio communications with base office;
  8. Cellular telephone;
  9. Cab Lighting;
  10. Rear work lights;
  11. Safety D-ring on rear of truck;
  12. Floor jack on rollers with a 2-ton rating;
  13. All equipment necessary to operate the motorist assistance vehicles during winter driving conditions (i.e. chains, studded snow tires, etc.);
  14. Wrap around push bumpers;
  15. Automated Vehicle Location (AVL)
  16. Child restraints in accordance with C.R.S. 42-4-236.
- B. In addition to the specific vehicle equipment described above, at the start of a shift, the Courtesy Patrol Service vehicles shall contain each of the following items in order to ensure adequate service to disabled vehicles. These items shall be promptly replenished prior to the next shift, and as needed:

Towing Vehicle:

1. Unleaded gasoline (5 gallons) available in an easy access gas transfer system;
2. Safety chains measuring a minimum of 5 ft. (1 each);
3. Radiator water (5 gallons). Anti-freeze shall be added to the water when needed to keep the water in a liquid form;
4. Four way lug wrench (metric) (1 each);
5. Four way lug wrench (standard) (1 each);
6. Rechargeable air bottle (100 psi capacity), hoses and fittings to fit tire valve stems (1 each);
7. Flashlight and spare batteries (1 each);
8. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps with one end adapted to truck's power outlets (1 set);
9. Funnel, multipurpose, flexible spout (1 each);
10. 36-inch highly visual orange traffic cones with reflectorized bands (5 each);
11. Reflector vest for the operator (1 each) (Type III night and day time);
12. First aid kit, 16 units (1 kit);
13. Fire extinguisher, 1OABC (1 each);
14. Hand broom (1 each);
15. Snow shovel (1 each);
16. Traction sand (20lbs);
17. Flares, 30 minute (3 each);
18. Reflective Triangular Warning devices (3 each);
19. Dry floor; and
20. Personal protective equipment such as gloves, glasses, etc.

Motorist Assistance Vehicle:

1. Unleaded gasoline (5 gallons) available in an easy access gas transfer system;
2. Safety chains measuring a minimum of 5 ft. (1 each);
3. Radiator water (5 gallons). Anti-freeze shall be added to the water when needed to keep the water in a liquid form;
4. Four way lug wrench (metric) (1 each);

5. Four way lug wrench (standard) (1 each);
  6. Toolbox containing:
    - Screwdrivers: Standard 1/8, 3/16, 1/4, 5/16, (1 each), Phillips head #1 and #2 (1 each), and
    - Star Driver (1 set),
    - Needle nose pliers (1 pair),
    - Adjustable rib joint pliers—2 inch minimum capacity (1 pair),
    - Adjustable wrenches, 8 inch (1 each) and 12 inch (1 each),
    - 5 pound hammer (1 each)
    - Rubber mallet (1 each)
    - Electrical tape (20 yards)
    - Duct Tape (20 yards)
    - Tire pressure gauge (1 each)
    - Mechanic's wire (25 foot roll)
    - Bolt cutter—24 inch or larger (1 pair), and
    - Complete set of box wrenches, metric and standard (1 set each).
  7. Rechargeable air bottle (100 psi capacity), hoses and fittings to fit tire valve stems (1 each);
  8. Flashlight and spare batteries (1 each);
  9. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps with one end adapted to truck's power outlets (1 set);
  10. Funnel, multipurpose, flexible spout (1 each);
  11. 36-inch highly visible orange traffic cones with reflectorized bands (5 each);
  12. Reflector vest for the operator (1 each) (Type III night and day time);
  13. First aid kit, 16 units (1 kit);
  14. Drinking water, individually sealed bottles, minimum 16 oz. (12 each);
  15. Fire extinguisher, 1OABC (1 each);
  16. Hand broom (1 each);
  17. Snow shovel (1 each);
  18. Traction sand (20lbs);
  19. Flares, 30 minute (3 each);
  20. Reflective Triangular Warning devices (3 each);
  21. Dry floor; and
  22. Personal protective equipment such as gloves, glasses, etc.
- A. Developer's operators shall wear Department approved uniforms. Uniforms shall include, at a minimum, shirts covering the chest and armpits, full length pants, and protective footwear. Developer shall submit uniform samples for review and Acceptance of the Department prior to beginning work and in the event changes are proposed. The Developer's operators shall wear high visibility safety apparel. These items shall be provided and maintained by Developer. Developer's operators shall wear hats with Developer logos at all times while patrolling.
- B. Developer's operators shall not smoke during patrol operations and/or while assisting motorists.
- C. Developer's operators shall not use, be under the influence of, or have in their possession any alcohol, marijuana, or illegal substances during patrol operations. Operators shall not carry firearms, or any device whose primary function is as a weapon, either on their person or in the towing vehicle.

- D. Developer's operators shall express a positive, helpful, cooperative attitude when dealing with motorists.
- E. Any new operator assigned by Developer to the program, shall be properly trained in the courtesy patrol program and field operations. The new operator shall accompany a current operator, experienced with the Mile High Courtesy Patrol, for at least five shifts prior to patrolling a highway.
- F. Any new operator assigned by the Developer to the courtesy patrol program shall complete required Developer training, which shall be consistent with training on the Mile High Courtesy Patrol program, prior to patrolling a highway segment.

#### **1.4 GENERAL EQUIPMENT AND OPERATOR REQUIREMENTS:**

Developer shall comply with the general equipment and operator requirements described in this section.

Developer shall provide the Courtesy Patrol Service vehicles needed to perform the Departments program patrolling and disabled vehicle assistance services. The Developer shall provide the minimum number of Courtesy Patrol Service vehicles (4) and one backup for the Project. The Courtesy Patrol Service vehicle(s) shall meet the following requirements at all times during the O&M Period During Construction and Operating Period.

- A. **Tow Trucks:**  
Tow truck shall be Colorado licensed, including Public Utility Commission licenses, and be an insured Class A tow truck with a minimum gross vehicle rating of 10,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. Flatbed "roll back" service trucks may be used in-lieu-of boom type wrecker trucks. Flatbed trucks must be equivalent in capacity to specified boom type trucks (excluding vertical lift) to safely handle the scope of work.
- B. **Motorist Assistance Vehicle:**  
Motorist assistance vehicles shall be at minimum, a full size, one ton crew cab 4 door, long bed pickup truck with a minimum gross vehicle rating of 10,000 pounds, insured, equipped with and capable of carrying the equipment specified.
- C. All Courtesy Patrol Service vehicles shall be completely operational, in sound mechanical condition, and in full compliance with applicable legal requirements at all times, for the performance of the program services.
- D. The Courtesy Patrol Service vehicle's exterior shall be reasonably clean at the beginning of each shift, free of road grime, grease, and articles/equipment not needed for the program. No body damage and/or broken glass shall be permitted on the vehicle at the start of a shift.
- E. The inside of the vehicle shall be kept clean. The seat and floor shall be free of dirt, grease and any other substance that may transfer to someone's clothing by contact. The seat shall not be torn. Exposed springs, seat stuffing or damaged upholstery shall not be permitted. Torn dashboards, missing screws, hanging hoses or wire, or any other unsightly items inside the cab shall not be permitted.

- F. Developer shall maintain a backup Courtesy Patrol Service vehicle at all times, and shall use the backup to replace any disabled or otherwise unavailable Courtesy Patrol Service vehicle.
- G. The towing vehicles and motorist assistance vehicles must be a single color, as Accepted by the Department.
- H. The vehicle shall display a 15 inch by 26 inch (minimum) Courtesy Patrol logo sign on each door at all times during performance of program services. Developer shall have signs Accepted by the Department or his/her designee to verify logo and branding consistency with Department's Mile High Courtesy Patrol Program. Developer name, phone number, and/or logo shall not be permitted anywhere on the vehicle, unless completely covered with the Courtesy Patrol Service signs during performance of program services. All private information including, but not limited to logos, contact information, etc. shall be completely covered at all times while a vehicle is in service.
- I. The Courtesy Patrol Service signs shall be removed from the vehicle at all times when the vehicle is used for purposes other than the Courtesy Patrol Service program. Developer shall cover or remove future branding/sponsorship information when vehicles are not in service for Courtesy Patrol Service activities.
- J. Developer shall only be required to perform services up to the capacities of their equipment. If situations are encountered outside of their capacities, the operators shall:
  - 1. If on shoulder, offer use of cellular phone.
  - 2. If in roadway, alert motorists by activating yellow warning lights and contacting the responsible law enforcement agency.
  - 3. When a police officer is at the scene, return to patrolling, unless otherwise ordered.
  - 4. When cellular phones are provided, their usage must be reasonable to the situation. Developer shall have the right to control unreasonable requests (such as calls outside the 303, 720, or 719 Area Codes). Developer shall provide the cellular phone numbers to the Department upon request.

#### **1.5 SAFETY OF VEHICLE OCCUPANTS:**

Developer shall make provisions to transport all occupants of a disabled vehicle to the shoulder of the road or to the drop-site. Under no circumstances are any occupants or pets to be left unprotected in the disabled vehicle while the vehicle and operator are transported to the shoulder of the road or a Drop Site

#### **1.6 RADIO PROCEDURES:**

Department has developed radio procedures required for use by the Developer's operators, and shall provide these procedures to Developer in writing. The Department may periodically update procedures, updated procedures will be provided to Developer in writing. A schedule for implementation of the updated procedures will be provided by the Department for Developer to follow.

Developer shall provide all the radios required for the Courtesy Patrol Services program within the Project

**1.7 MAIL IN CARDS:**

Developer shall give every assisted motorist a mail-in card, and a program brochure. The card will aid Department in tracking those services provided to the motorist and the public's reaction to the program. Department will provide Developer with the mail-in cards and program brochures. If mail-in cards and/or brochures are updated, Developer shall distribute the most recent version.

**1.8 PAPERWORK:**

Developer shall be required to complete an electronic log of each motorist assist and a log of total miles driven each shift for each operator. Motorist assist logs will also include data collection points of detection, verification, lane clearance, and roadway clearance times. Developer's vehicles that are required to use Express Toll Lanes shall also complete a toll log. The logs shall be accurate and completed at the end of each shift. Developer shall submit these logs electronically through the AVL system in chronological order for each operator.

**1.9 TRAINING AND OPERATIONAL MEETINGS:**

All operators shall receive orientation training provided by the Developer and Accepted by the Department, prior to the operator performing Courtesy Patrol Services duties. Developer shall not allow operators not having this training to perform any duties of the Courtesy Patrol Services program.

**Appendix C – I-70 Snow Removal Survey**

**Appendix C**

I-70 Snow Removal Survey

Notification No. \_\_\_\_\_ Date \_\_\_\_\_

Route \_\_\_\_\_ Begin MP \_\_\_\_\_ Interchange? Y N

**Part 1 – Traction Control Survey - Sample DURING the storm – at least 2 hours after start of precipitation**

**Roadway Treatment: Outcome of Sanding & Anti/Deicing**

Condition indicator: Presence of traction due to bare pavement from anti/deicing chemical application or presence of sand on an icy surface. Entire highway plus emphasis areas are defined in PD 1055.2 to include bridges, hills, curves and intersections.

Outcome Measurement: Percent (%) of traction on traveled way

Anti/deicer Treatment

Sand Treatment

- |  |   |
|--|---|
| <u>0</u> <50% of Emphasis Areas                                | <u>3</u> All Emphasis Areas & >50% of Remaining Areas         |
| <u>1</u> >50% of Emphasis Areas (Curves, Hills, Intersections) | <u>4</u> Entire Area Bare Due to Deicer or Entire Area Sanded |
| <u>2</u> Emphasis Areas Only                                   |   |

**Circle One Only**

## PART 2 – PRECIPITATION EVENT

Precipitation Start Date

Precipitation Start Time

Precipitation End Date

Precipitation End Time

Bare Pavement Date

Bare Pavement Time

Report time in 24 hour time format

Elapsed Time (Hours)

(note: elapsed time = # of hours between precipitation end date/time and bare pavement. If bare pavement is reached before precipitation end date/time, enter 0)

**Appendix D - O&M Work Responsibility for Structures**

<b>Existing Structure No.</b>	<b>New Structure No.</b>	<b>Structure Location and Description</b>	<b>Operations and Maintenance Responsibility (O&amp;M Period During Construction)</b>	<b>Operations and Maintenance Responsibility (Operating Period)</b>
E-16-MS E-16-MR	N/A	I-70 westbound over I-25 I-70 eastbound over I-25	Developer (excluding Department-Retained O&M Work)	Developer (excluding Department-Retained O&M Work)
E-17-NU E-17-NT	N/A	I-70 westbound over Lincoln Street I-70 eastbound over Lincoln Street	Developer (excluding Department-Retained O&M Work)	Developer (excluding Department-Retained O&M Work)
E-17-UP E-17-UW E-17-UQ E-17-UX	N/A	I-70 eastbound over Washington Street, South Platte River I-70 westbound over Washington Street, South Platte River Washington Street eastbound entrance ramp over South Platte River Washington Street westbound exit ramp over South Platte River	Developer (excluding Department-Retained O&M Work)	Developer (excluding Department-Retained O&M Work)
E-17-UR E-17-UU E-17-UV	N/A	I-70 eastbound over BNSF I-70 westbound over BNSF Washington Street westbound exit ramp over BNSF	Developer (excluding Department-Retained O&M Work)	Developer (excluding Department-Retained O&M Work)
E-17-UY E-17-US	E-17-AEU E-17-AEV	I-70 westbound over Brighton Boulevard I-70 eastbound over Brighton Boulevard	Developer	Developer
E-17-FX	N/A	I-70 Viaduct (Brighton Boulevard to Colorado Boulevard)	Developer	N/A
E-17-Z	N/A	UPRR Bridge under I-70	Developer	N/A

Existing Structure No.	New Structure No.	Structure Location and Description	Operations and Maintenance Responsibility (O&M Period During Construction)	Operations and Maintenance Responsibility (Operating Period)
N/A	E-17-AEW E-17-AEX	UPRR over I-70 UPRR Service Road over I-70	Developer (at completion of Milestone 3, and excluding ballast, tracks, and railroad signals )	Developer (excluding ballast, tracks, and railroad signals)
N/A	MISC-E-17-IT	Sanitary Sewer Bridge over I-70 (at York Street)	Developer (at completion of Milestone 3)	Developer
N/A	E-17-AEY	York Street over I-70	Developer (at completion of Milestone 3, and as per <u>Section 2.2.2</u> of this <u>Schedule 11</u> )	Developer (as per <u>Section 3.2.2</u> of this <u>Schedule 11</u> )
N/A	MISC-E-17-IU	Storm Sewer Bridge over I-70 (at York Street)	Developer (at completion of Milestone 3)	Developer
N/A	E-17-AEZ	Josephine Street over I-70	Developer (at completion of Milestone 3, and as per <u>Section 2.2.2</u> of this <u>Schedule 11</u> )	Developer (as per <u>Section 3.2.2</u> of this <u>Schedule 11</u> )
N/A	E-17-AEL	Cover (Columbine to Clayton)	Developer (at completion of Milestone 3, and as per <u>Section 2.2.2</u> of this <u>Schedule 11</u> )	Developer (as per <u>Section 3.2.2</u> of this <u>Schedule 11</u> )
N/A	E-17-AEN	Fillmore Street over I-70	Developer (at completion of Milestone 3, and as per <u>Section 2.2.2</u> of this <u>Schedule 11</u> )	Developer (as per <u>Section 3.2.2</u> of this <u>Schedule 11</u> )
N/A	E-17-AEO	Steele Street over I-70	Developer (at completion of Milestone 3)	Developer
N/A	E-17-AEP	Cook Street over I-70	Developer (at completion of Milestone 3, and as per <u>Section 2.2.2</u> of this <u>Schedule 11</u> )	Developer (as per <u>Section 3.2.2</u> of this <u>Schedule 11</u> )

Existing Structure No.	New Structure No.	Structure Location and Description	Operations and Maintenance Responsibility (O&M Period During Construction)	Operations and Maintenance Responsibility (Operating Period)
N/A	E-17-AFA	BNSF Market Lead over I-70	Developer (at completion of Milestone 3, and as per Section 2.2.2 of this Schedule 11)	Developer (excluding ballast, track, and railroad signals)
N/A	E-17-AFC	Monroe Street over I-70	Developer (at completion of Milestone 3, and as per Section 2.2.2 of this Schedule 11)	Developer (as per Section 3.2.2 of this Schedule 11)
E-17-HU E-17-HT	E-17-AFD	Colorado Boulevard over I-70	Developer (as per Section 2.2.2 of this Schedule 11)	Developer (as per Section 3.2.2 of this Schedule 11)
E-17-HY E-17-HZ	E-17-AFF E-17-AFG	I-70 westbound over Dahlia Street I-70 eastbound over Dahlia Street	Developer	Developer
E-17-HW E-17-HX	E-17-AFH E-17-AFI	I-70 westbound over Holly Street I-70 eastbound over Holly Street	Developer	Developer
E-17-GC E-17-GD	E-17-AFJ E-17-AFK	I-70 westbound over Monaco Street I-70 eastbound over Monaco Street	Developer	Developer
N/A	E-17-ADT	N Stapleton Drive over Denver Rock Island Railroad	Developer (at completion of Milestone 2, and as per Section 2.2.2 of this Schedule 11)	Developer (as per Section 3.2.2 of this Schedule 11)
E-17-EW E-17-DF	E-17-AFN E-17-AFO	I-70 westbound over Denver Rock Island Railroad I-70 eastbound over Denver Rock Island Railroad	Developer	Developer
N/A	E-17-ADU	Quebec eastbound exit ramp over Denver Rock Island Railroad	Developer	Developer
E-17-GA E-17-GB	E-17-AFQ E-17-AFR	I-70 westbound over Quebec Street I-70 eastbound over Quebec Street	Developer	Developer
E-17-AER	N/A	I-70 over Sand Creek	Developer	Developer

Existing Structure No.	New Structure No.	Structure Location and Description	Operations and Maintenance Responsibility (O&M Period During Construction)	Operations and Maintenance Responsibility (Operating Period)
E-17-KR	E-17-AFS	Eastbound I-270 over I-70	Developer	Department
E-17-AEF	N/A	Central Park Boulevard over I-70	Local Agency	Local Agency
E-17-AED	N/A	I-70 westbound entrance ramp from Central Park Boulevard	Developer (excluding Department-Retained O&M Work)	Developer (excluding Department-Retained O&M Work)
E-17-AEC	N/A	Eastbound I-270 to I-70 eastbound ramp	Department	Department
E-17-VD	N/A	I-70 over Havana Street	Developer	Developer
E-17-VE	N/A	I-70 over UPRR spur track (near Havana Street)	Developer	Developer
E-17-IQ	E-17-AFT E-17-AFU	I-70 westbound over Peoria Street I-70 eastbound over Peoria Street	Developer	Developer
E-17-UT	N/A	Northbound I-225 ramp to westbound I-70	Department	Department
E-17-SW	N/A	Westbound I-70 ramp to southbound I-225	Department	Department
E-17-MV	N/A	Chambers Road over I-70	Department	Department
E-17-RR	N/A	Ramp from Chambers Road to I-70 eastbound (over I-70 eastbound ramp to northbound Pena Blvd )	Developer (excluding Department-Retained O&M Work)	Developer (excluding Department-Retained O&M Work)
E-17-RS	N/A	Ramp from westbound I-70 to Chambers Road (over I-70 westbound ramp from southbound Pena Blvd)	Developer (excluding Department-Retained O&M Work)	Developer (excluding Department-Retained O&M Work)
E-17-RT	N/A	Northbound Pena Blvd over I-70	Local Agency	Local Agency

Existing Structure No.	New Structure No.	Structure Location and Description	Operations and Maintenance Responsibility (O&M Period During Construction)	Operations and Maintenance Responsibility (Operating Period)
E-17-MY	N/A	Tower Road over I-70	Department	Department

## **Schedule 12 Handback Requirements**

### **1. General Handback Requirements**

Developer shall hand back the Project to the Enterprises on the Expiry Date such that as at the Expiry Date:

- a. for each Element (other than the Excluded Elements), the applicable Target as set out in the Performance and Measurement Table in Appendix A-2 to Schedule 11 (*Operations and Maintenance Requirements*) is met or exceeded;
- b. for each Residual Element, the Residual Life at Handback of such Element meets or exceeds its Residual Life Minimum Requirement;
- c. for each Element (other than the Excluded Elements), all Renewal Work identified as needing to be performed in accordance with the most recent Accepted Renewal Work Plan, and following the identification of Category 1 Defects or Category 2 Defects affecting such Element within the 12 months prior to the Expiry Date, has been completed; and
- d. for each Renewal Element, Developer has demonstrated through the Final Handback Inspection Report that, from the time of its last reconstruction, rehabilitation, restoration, renewal or replacement, such Element has a Useful Life that meets or exceeds its Useful Life Baseline Requirement.

### **2. Specific Handback Requirements**

#### **2.1. Bridge Decks**

- a. The Residual Life Methodology used by Developer for calculating the Residual Life of bridge decks shall, at a minimum, include a prediction of deterioration due to reinforcement corrosion over the duration of the Residual Life Minimum Requirement based on information obtained during the Term, including as reflected in or by:
  - i. the Durability Plan;
  - ii. routine inspections;
  - iii. Renewal Work Plans;
  - iv. Renewal Work Schedules; and
  - v. non-routine and Special Inspections.
- b. Developer shall ensure that quantitative data used in the prediction of Residual Life for all Residual Elements is representative and is gathered in accordance with the Durability Plan requirements and the relevant inspection requirements.

### **3. Developer Deliverables and Handback Activities**

#### **3.1. Introduction**

- a. Developer shall submit each of the Handback Deliverables to the Enterprises no later than the date specified in the "End" column against such deliverable in Table 12-1 (*Schedule of Handback Deliverables and Activities*).
- b. Table 12-1 below also lists certain activities associated with the preparation of the Handback Deliverables and the required duration of such activities.

**Table 12-1 Schedule of Handback Deliverables and Activities**

Handback Deliverable/Activity	Months to Expiry Date		
	Start	End	Duration (Months)
Handback Schedule (Deliverable)	-	70	-
Residual Life Methodology (Deliverable)	-	70	-
Enterprises' Review of Handback Schedule and Residual Life Methodology (Activity)	70	68	2
Initial Handback Inspections (Activity)	68	62	6
Preparation of Initial Handback Inspection Report and Asset Condition Report (Activity/Deliverable)	62	60	2
Initial Calculation of Handback Reserve Amount (Deliverable)	60	60	0
Enterprises' Review of Initial Handback Inspection Report, Asset Condition Report and Initial Calculation of Handback Reserve Amount (Activity)	60	58	2
Handback Work Period (Activity)	58	0	58
Second Handback Inspections (Activity)	42	39	3
Preparation of Second Handback Inspection Report and Asset Condition Report (Activity/Deliverable)	39	36	3
Second Calculation of Handback Reserve Amount (Deliverable)	36	36	0
Enterprises' Review of Second Handback Inspection Report, Asset Condition Report and Second Calculation of Handback Reserve Amount (Activity)	36	34	2
Establishment of Handback Reserve Account	36	34	2
Initial Funding of Handback Reserve Account (Activity)	34	34	0
Handback Period (Activity)	34	0	34
Third Handback Inspections (Activity)	20	17	3
Preparation of Third Handback Inspection Report and Asset Condition Report (Activity/Deliverable)	17	14	3
Third Calculation of Handback Reserve Amount (Deliverable)	14	14	0
Enterprises' Review of Third Handback Inspection Report, Asset Condition Report and Third Calculation of Handback Reserve Amount (Activity)	14	12	2
Staff Training (Activity)	9	0	9
Final Handback Inspections (Activity)	3	1	2
Preparation of Final Handback Inspection Report and Asset Condition Report (Activity/Deliverable)	3	1	2
Issuance of Handback Certificate	<1	<1	0
Expiry Date		0	0

**3.2. Handback Schedule**

- a. Developer shall prepare, and no later than 70 months prior to the Expiry Date shall submit to the Enterprises for Acceptance, a schedule that complies with the requirements set out in Section 3.2.b of this Schedule 12.
- b. The Handback Schedule shall:
  - i. specify the dates of the activities to be undertaken by Developer for the remainder of the Term in accordance with the requirements of this Schedule 12; and
  - ii. state the date on which Developer shall provide the Enterprises an updated Maintenance Management Information System in accordance with Schedule 11 (*Operations and Maintenance Requirements*) that takes into account all Handback Inspections to be conducted pursuant to this Schedule 12.

**3.3. General Requirements for Residual Life Methodology**

- a. Developer shall prepare, and no later than 70 months prior to the Expiry Date shall submit to the Enterprises for Acceptance, a report that complies with the requirements set out in Section 3.3.b of this Schedule 12.
- b. The Residual Life Methodology Report shall:
  - i. include the evaluation and calculation criteria to be adopted for the calculation of the Residual Life at Handback of each Residual Element;
  - ii. comply with Good Industry Practice and be in accordance with the Enterprises' and/or CDOT's testing and forecasting methodologies in use in relation to similar Enterprise or CDOT owned or operated assets at the time of preparation of the report;
  - iii. include the scope of any Residual Life inspections and testing, together with a list of all inspection and testing organizations proposed by, and which shall be financially independent of, Developer; and
  - iv. address the specific requirements to be included in the Residual Life Methodology Report that are set out in the column headed "Residual Life Methodology (RLM) Requirement" in the table in set out in Appendix A (*Residual Life Requirements*) to this Schedule 12.

Developer shall ensure that all inspection and testing requirements conform to Good Industry Practice and reflect all technological advancements in the field of inspection, testing and Residual Life calculation.

- c. In reviewing and commenting on the RLM, the Enterprises shall be allowed access to all of Developer's Project Records used in the preparation of the report.
- d. Developer shall be required to obtain the Enterprises' Acceptance of the Residual Life Methodology Report, including the scope and schedule of inspections and tests proposed to be carried out, before commencing any Residual Life inspections and/or tests.
- e. Developer shall ensure that the Enterprises are given the opportunity to witness any of the inspections and/or tests and shall provide the Enterprises with a minimum of 15 Working Days' notice prior to the performance of any inspections or tests.
- f. Developer shall make full historic records of inspections, monitoring, testing, maintenance and Renewal Work that support the estimates of Residual Life for each Element (other than the Excluded Elements) available to the Enterprises.

**3.4. Qualification of Inspection Engineers and Organizations**

- a. The Residual Life Methodology Report shall include the qualifications and experience of all independent engineers, testing facilities, specialists and organizations that shall undertake the Handback Inspections, all of which shall be submitted to the Enterprises for Acceptance in the Residual Life Methodology Report.
- b. Developer shall cause:
  - i. all Handback Inspections to be conducted by a qualified independent consultant (financially independent of any Developer-Related Entity) appointed by Developer at its own cost and expense, who shall be an engineer registered in the State and shall owe a duty of care to both Developer and Enterprises jointly and whose identity and scope of work shall have been Accepted by the Enterprises (for the purposes of this Schedule 12, any such consultant (regardless of such consultant's scope of work), an "Accepted Independent Consultant"); and
  - ii. all Handback Inspection Reports and all Residual Life Methodology Reports to be prepared by an Accepted Independent Consultant.

**3.5. Asset Condition Report**

- a. Developer shall prepare and shall submit (updated as appropriate) to the Enterprises for Acceptance, at the same time as it submits each Handback Inspection Report, a report that complies with the requirements set out in Section 3.5.b of this Schedule 12.
- b. Each Asset Condition Report shall provide a record of the asset condition of all Elements (other than the Excluded Elements), shall utilize the results of previous inspections and maintenance records held by the MMIS (supported by the results of the Handback Inspections) and, for each Element (other than the Excluded Elements), shall set out:
  - i. a description and location of the Element;
  - ii. information that describes its current condition and rating according to CDOT's inspection manuals in use at the time of inspection, or other agreed inspection methodology;
  - iii. an assessment of (in the case of Residual Elements) its current Residual Life and (in the case of Renewal Elements) the period remaining of its Useful Life, in either case, based on the Handback Inspections, as well as the Renewal Work Plan inspection, testing and monitoring requirements set out in Schedule 11 (Operations and Maintenance Requirements); and
  - iv. photographs of the Element to support the assessment of the asset condition.

**3.6. General Requirements for Handback Inspections**

- a. Developer shall carry out the inspection and testing detailed in the Handback Schedule and required by the terms of this Schedule 12 for assessing the condition of Elements (other than Excluded Elements) against intended performance and predicting the time to next maintenance activity and calculated Residual Life.
- b. Unless the method of inspection is previously mutually agreed with the Enterprises and then detailed in the Handback Inspection Report, Developer shall conduct all Handback Inspections in accordance with the inspection manuals, guidance, and standards issued by CDOT, and current at the time of inspection, that detail the means and methods for assessing the condition of national highway system assets including road pavement, Structures, cut slopes and embankments and other ancillary assets such as signs, fences, barriers and lighting stock.

**3.7. Initial Handback Inspections**

- a. Developer shall procure that an Accepted Independent Consultant shall carry out the initial Handback Inspections to identify and establish the asset condition, Residual Life and period remaining of the Useful Life of all Elements (other than the Excluded Elements) and verify the extent of all Work required to ensure that the requirements set out in Section 1 of this Schedule 12 are satisfied as at the Expiry Date (the "Handback Work").
- b. The inspection schedule shall be coordinated with the Enterprises and shall take account of the Enterprises' requirements for joint inspections, provided that, in any event, Developer shall provide the Enterprises a minimum of 15 Working Days' notice of any proposed inspection.
- c. The initial Handback Inspections shall be carried out from 68 to 62 months prior to the Expiry Date.
- d. Developer shall undertake appropriate testing to determine the condition of Elements (other than the Excluded Elements), in accordance with the requirements set out in the column headed "Inspection Requirements" set out in Appendix A (*Residual Life Requirements*) to this Schedule 12. The required testing shall be identified based on the results of the inspections in order to permit an assessment of the performance and progressive deterioration of each Element over the Term. The testing shall be conducted under the control of an Accepted Independent Consultant.

**3.8. Initial Handback Inspection Report**

- a. Following the initial Handback Inspection(s) and testing, Developer shall prepare, and no later than 60 months prior to the Expiry Date submit to the Enterprises for Acceptance, a report that complies with the requirements set out in Section 3.8.b of this Schedule 12.
- b. The Initial Handback Inspection Report shall, at a minimum, include the following information:
  - i. initial Handback Inspection(s) results;
  - ii. results of the Asset Condition Report for all Elements (other than the Excluded Elements);
  - iii. a list of each Residual Element that Developer considers:
    - A. did meet or exceed the applicable Target as set out in the Performance and Measurement Table in Appendix A-2 to Schedule 11 (*Operations and Maintenance Requirements*) at the time of the inspection;
    - B. would meet or exceed the applicable Target as set out in the Performance and Measurement Table in Appendix A-2 to Schedule 11 (*Operations and Maintenance Requirements*) as at the Expiry Date without the need for Handback Work; and
    - C. its Residual Life at Handback would meet or exceed its Residual Life Minimum Requirement without the need for Handback Work;
  - iv. a list of each Residual Element that Developer considers:
    - A. did not meet or exceed the applicable Target as set out in the Performance and Measurement Table in Appendix A-2 to Schedule 11 (*Operations and Maintenance Requirements*) at the time of the inspection and will require Handback Work prior to the Expiry Date to ensure that (i) it would meet or exceed such Target at the Expiry Date and (ii) its Residual Life at Handback would meet or exceed its Residual Life Minimum Requirement; and

- B. did meet or exceed the applicable Target as set out in the Performance and Measurement Table in Appendix A-2 to Schedule 11 (*Operations and Maintenance Requirements*) at the time of the inspection, but will require Handback Work prior to the Expiry Date to ensure that (i) it would meet or exceed such Target at the Expiry Date and (ii) its Residual Life at Handback would meet or exceed its Residual Life Minimum Requirement; and
- v. a schedule (the "Handback Work Schedule") providing details of all Handback Work required, the timing and implementation strategy for the Handback Work and an estimate of the Handback Reserve Amount .
- c. In reviewing the report, the Enterprises shall be allowed access to all of Developer's Project Records used in the preparation of the report.

**3.9. Handback Work Obligation**

- a. Developer shall carry out the Handback Work in accordance with the Handback Work Schedule set out in the Accepted Initial Handback Inspection Report and each subsequent Accepted Handback Inspection Report.
- b. Handback Work identified as required in the Initial Handback Inspection Report and each subsequent Accepted Handback Inspection Report for any Residual Element to meet or exceed its Residual Life Minimum Requirement shall be completed no later than 18 months before the Expiry Date. All other Handback Work shall be completed before the Expiry Date.
- c. Except to the extent that compliance with this Section 3.9.c would require the remedy of Category 2 Defects in Excluded Elements, during the Handback Work Period Developer shall ensure that all Elements comply with the applicable General Requirements and meet or exceed the applicable Targets specified for the relevant Element in Appendix A-2 to Schedule 11 (*Operations and Maintenance Requirements*).
- d. During the Handback Work Period the Annual O&M Report shall detail the results of the Asset Condition Inspections, Specialist Inspections and Handback Work carried out during the previous year.

**3.10. Second and Third Handback Inspections**

- a. The objective of the second and third Handback Inspection(s) shall be to update the Asset Condition Report of each Element (other than the Excluded Elements) and to record wherever actions have been taken such as repairs, Renewal Work and/or Handback Work to address the findings of the previous Handback Inspection Report.
- b. The inspection schedule shall be coordinated with the Enterprises and shall take account of CDOT's requirements for joint inspections, provided that, in any event, Developer shall provide the Enterprises a minimum of 15 Working Days' notice of any proposed inspection.
- c. Developer shall procure that an Accepted Independent Consultant shall carry out:
  - i. the second Handback Inspection(s) from 42 to 39 months prior to the Expiry Date; and
  - ii. the third Handback Inspection(s) from 20 to 17 months prior to the Expiry Date.

**3.11. Second and Third Handback Inspection Reports**

- a. Following:
  - i. the second Handback Inspections, Developer shall prepare and, no later than 36 months prior to the Expiry Date; and

- ii. the third Handback Inspections, Developer shall prepare and, no later than 14 months prior to the Expiry Date,  
in each case, submit to the Enterprises for Acceptance a report that complies with the requirements set out in Section 3.11.b of this Section 12.
- b. The Second Handback Inspection Report and the Third Handback Inspection Report shall, at a minimum, include the following information:
  - i. results of the relevant Handback Inspection(s);
  - ii. list of repairs, Renewal Work and Handback Work undertaken subsequent to the previous Handback Inspection(s);
  - iii. revised Asset Condition Report for all Elements (other than the Excluded Elements); and
  - iv. revised Handback Work Schedule.
- c. In reviewing the reports, the Enterprises shall be allowed access to all of Developer's Project Records used in the preparation of the reports.

### 3.12. Final Handback Inspection Report

- a. Three months prior to the Expiry Date, Developer shall procure that an Accepted Independent Consultant shall carry out the final Handback Inspections.
- b. Developer shall prepare, and no later than one month prior to the Expiry Date submit to the Enterprises for Acceptance, a report that complies with the requirements set out in Section 3.12.c of this Schedule 12.
- c. The Final Handback Inspection Report shall include the final Asset Condition Report of all Elements (other than the Excluded Elements) and a list of all such Elements and their Residual Life or Useful Life and shall demonstrate effective completion of all Handback Work identified in the Initial Handback Inspection Report, the Second Handback Inspection Report and the Third Handback Inspection Report.
- d. Following the Enterprises' Acceptance of the Final Handback Inspection Report, they shall, in their discretion, issue a certificate to Developer certifying either:
  - i. that all Handback Requirements have been met; or
  - ii. that some, but not all, of the Handback Requirements have been met and any such certificate shall specify which Handback Requirements the Enterprises consider have not been met.

Any certificate issued pursuant to this Section 3.12.d is a "Handback Certificate".

### 3.13. Staff Training

No later than nine months prior to the Expiry Date, Developer shall make arrangements to provide training for the Enterprises' and CDOT's nominated employees, or any other persons designated by the Enterprises, pertaining to all the aspects of the operation and maintenance of the Project to facilitate a seamless handover.

## 4. Handback Reserve Account

### 4.1. Establishment and Security

- a. No later than two months prior to the first day of the Handback Period, Developer shall establish an interest-bearing bank account (the "Handback Reserve Account"), with a financial institution to be selected by the Enterprises in their discretion, in the joint names of Developer and the Enterprises (or, at their discretion, either of them). Promptly after establishing the Handback Reserve Account, Developer shall provide to the Enterprises

all details regarding the Handback Reserve Account, including the name, address and contact information for the institution and the account number.

- b. The Parties agree that (i) withdrawals from the Handback Reserve Account will only be permitted in accordance with this Section 4 and (ii) any withdrawal from the Handback Reserve Account will require the prior written approval of all named account holders (which approval each account holder shall be required to provide if the proposed withdrawal is in accordance with this Section 4), other than in circumstances where Section 4.4.d of this Schedule 12 applies, in which event any withdrawal in accordance with such Section shall not require the prior written approval of Developer.
- c. At the discretion of the Enterprises, the Handback Reserve Account, and withdrawals therefrom, shall be controlled by a third party escrow agent pursuant to the terms of an escrow agreement to be entered into by such agent and the Parties. If the Enterprises exercise their discretion pursuant to this Section 4.1.c, the identity of such agent, and the terms of such agreement, shall be agreed between the Parties, acting reasonably.
- d. Developer shall not be permitted to grant any Encumbrance in favor of any third party (including, for certainty, its Lenders) in relation to the Handback Reserve Account or any amounts standing to the credit of it.

#### 4.2. Reserve Funding

- a. No later than:
  - i. two months prior to the commencement of the Handback Work Period;
  - ii. two months prior to the commencement of the Handback Period; and
  - iii. 14 months prior to the Expiry Date,

Developer shall deliver to the Enterprises a report setting out its calculations of the Handback Reserve Amount in accordance with Section 4.3 of this Section 12, together with the report of an Accepted Independent Consultant, either verifying that the Developer's calculations of the Handback Reserve Amount are consistent with the then most recent Handback Work Schedule or stating the consultant's determination of the Handback Reserve Amount. Such reports shall be addressed to the Enterprises and shall state explicitly that the Enterprises may rely on the report. Within 45 Calendar Days of any such report being delivered to the Enterprises, the Parties shall seek to agree (acting reasonably) upon the Handback Reserve Amount and, in the absence of agreement within such period, the Handback Reserve Amount shall be the amount equal to (i) the amount specified in the Accepted Independent Consultant's report plus (ii) 50% of the amount by which the Enterprises' determination of the Handback Reserve Amount exceeds the amount specified in the Accepted Independent Consultant's report.

- b. Subject to Section 4.5 of this Schedule 12, no later than five Working Days:
  - i. prior to the commencement of the Handback Period, Developer shall be required to fund the Handback Reserve Account in the amount of the Handback Reserve Amount determined in accordance with Section 4.2.a of this Schedule 12;
  - ii. after determination of the Handback Reserve Amount in accordance with Section 4.2.a of this Schedule 12 following submission of a report in accordance with Section 4.2.a.iii of this Schedule 12, Developer shall be required to ensure that the Handback Reserve Account is funded in an amount at least equal to the Handback Reserve Amount, provided that, to the extent that the amount standing to the credit thereof at such time exceeds the Handback Reserve Amount, the Developer shall be entitled to have such excess amount withdrawn and paid to it.
- c. Unless Developer has provided a Handback Letter of Credit that complies with the requirements of Section 4.5 of this Schedule 12, to the extent that at any time after the commencement of the Handback Period the balance standing to the credit of the

Handback Reserve Account is not at least equal to the Handback Reserve Amount, the Enterprises shall, until such time as the balance standing to the credit of the Handback Reserve Account is equal to the Handback Reserve Amount, make deductions from subsequent Performance Payments, and pay such amounts into the Handback Reserve Account.

#### 4.3. Calculation of Handback Reserve Amount

The following methodology shall be used for calculating the Handback Reserve Amount.

- a. The "Handback Renewal Elements Amount" means the aggregate amount, which shall be calculated by an Accepted Independent Consultant, of the estimated cost (in real dollars) to renew or replace each Renewal Element at the end of its Useful Life multiplied by a fraction (the "Deterioration Fraction", the numerator of which is its Age and the denominator of which is its Useful Life). In such calculation:
  - i. the Handback Renewal Elements Amount shall not be less than zero;
  - ii. the value of the Deterioration Fraction shall not be greater than 1.0; and
  - iii. where a Renewal Element has not been renewed or replaced during the Term, the value of the Deterioration Fraction for such Element shall be 1.0.
- b. The "Handback Residual Elements Amount" means the aggregate amount, which shall be calculated by an Accepted Independent Consultant, of the estimated cost (in real dollars) to improve, repair, renew or replace each Residual Element to ensure that its measured Residual Life will meet or exceed its Residual Life Minimum Requirement.
- c. Where the Age, Useful Life or Residual Life of any Element varies across the Project, the calculations of the Handback Renewal Elements Amount and the Handback Residual Elements Amount shall take into account such variability through multiple calculation line items for each relevant Element, each line item calculating the Handback Reserve Amount for component parts of the Element having similar Age, Useful Life or Residual Life as appropriate. The calculations of the Handback Renewal Elements Amount and the Handback Residual Elements Amount shall be made using the values of Age, Useful Life, Residual Life and estimated costs applicable as of the date of each calculation.
- d. For purposes of calculating the Handback Reserve Amount, the estimated costs of performing the Handback Work shall be equal to the greater of (i) the cost to Developer of self-performing the Handback Work and (ii) the cost to Developer of procuring the performance of the Handback Work by one or more third parties on an arms-length and commercially reasonable basis, in the case of (i) and (ii), inclusive of all design, engineering, construction, QA/QC, overhead, profit, insurance, bonding, escalation and other costs to perform such Handback Work in full.

#### 4.4. Handback Reserve Account Use

- a. Developer shall not be entitled to withdraw funds from the Handback Reserve Account to pay for the cost of performing any Handback Work.
- b. The Handback Reserve Account shall remain in place and (subject to Section 4.5 of this Schedule 12) be fully funded at all times in an amount at least equal to the Handback Reserve Amount until the issuance of a Handback Certificate by the Enterprises or, if earlier, the Termination Date.
- c. Promptly following the issuance of a Handback Certificate by the Enterprises, any amounts standing to the credit of the Handback Reserve Account shall be withdrawn as follows:
  - i. if the Handback Certificate certifies that any Handback Requirements have not been met, in the following order of priority:

- A. first, an amount equal to the portion of the Handback Reserve Amount equal to the cost of performing the Handback Work not performed by Developer shall be paid to the Enterprises; and
- B. second, the remaining balance shall be paid to the Developer; or
- ii. if the Handback Certificate certifies that all Handback Requirements have been met, the full balance standing to the credit of the Handback Reserve Account shall be paid to the Developer.
- d. If the Termination Date occurs prior to the issuance of a Handback Certificate, the full balance standing to the credit of the Handback Reserve Account as at the Termination Date shall be paid to the Enterprises.
- e. Any interest that accrues on amounts standing to the credit of the Handback Reserve Account shall only be withdrawn at the times other amounts are being withdrawn therefrom in accordance with, and shall be withdrawn pursuant to, Sections 4.2.b.ii and 4.4.c of this Schedule 12.

**4.5. Handback Letter of Credit**

- a. Instead of funding the Handback Reserve Account, Developer may, at its discretion, deliver to the Enterprises one or more letters of credit (collectively, the "Handback Letter of Credit") from an Eligible Financial Institution, each in a form Acceptable to the Enterprises and on the basis that the Enterprises shall be the sole beneficiaries, with aggregate value equal to the Handback Reserve Amount (provided that, for certainty, notwithstanding such delivery by Developer, it shall in any event be required to establish (but not fund) the Handback Reserve Account in accordance with the requirements of Section 4.1 of this Schedule 12).
- b. The Enterprises shall have the right to draw on the Handback Letter of Credit:
  - i. in circumstances where, had Developer not elected to deliver a Handback Letter of Credit pursuant to this Section 4.5, the Enterprises would have been entitled to payment of a portion of the amounts standing to the credit of the Handback Reserve Account pursuant to Sections 4.4.c.c or 4.4.d of this Schedule 12, up to an amount equal to such portion;
  - ii. if the issuer of the Handback Letter of Credit ceases to be an Eligible Financial Institution, up to the full amount of the Handback Letter of Credit, provided that, following such a draw, the Enterprises shall pay such amount into the Handback Reserve Account and the provisions of Sections 4.1, 4.2 and 4.4 of this Schedule 12 shall apply thereafter to the operation of the Handback Reserve Account; or
  - iii. if the Termination Date occurs prior to the issuance of a Handback Certificate, up to the full amount of the Handback Letter of Credit.

**5. Deliverables**

Deliverables shall be submitted for Acceptance in accordance with the specified time frames in both electronic format and hardcopy format. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat (PDF) files, unless otherwise indicated.

<b>Deliverable</b>	<b>Information, Acceptance or Approval</b>	<b>Schedule</b>
Handback Schedule	Acceptance	70 months before the Expiry Date
Residual Life Methodology Report	Acceptance	70 months before the Expiry Date
Asset Condition Report	Acceptance	Submit with all Handback Inspection Reports
Handback Work Schedule	Acceptance	Submit with all Handback Inspection Reports
Initial Handback Inspection Report	Acceptance	60 months before the Expiry Date
Initial Calculation of Handback Reserve Amount	Acceptance	60 months before the Expiry Date
Second Handback Inspection Report	Acceptance	36 months before the Expiry Date
Second Calculation of Handback Reserve Amount	Acceptance	36 months before the Expiry Date
Third Handback Inspection Report	Acceptance	14 months before the Expiry Date
Third Calculation of Handback Reserve Amount	Acceptance	14 months before the Expiry Date
Final Handback Inspection Report	Acceptance	After final Handback Inspections

**Appendix A**  
**Residual Life Requirements**

Element	Residual Life at Handback (yrs)	Inspection Requirements	Residual Life Methodology (RLM) Requirement
<b>Road Pavement</b>			
Traveled way structural capacity	– 10	<p>Pavement inspections shall be undertaken by an Accepted Independent Consultant.</p> <p>Inspections shall provide a continuous or near-continuous record of Residual Life in each lane. Where the inspection method does not provide a continuous record of Residual Life, the number of valid measurements in each measurement section shall be sufficient to give a statistically valid result.</p> <p>Inspections shall be repeatable to an agreed level of accuracy and inspection contracts shall include an agreed proportion of inspections to verify accuracy.</p> <p>Inspections shall include automated condition distress survey, ride quality, skid resistance, rutting and faulting and measurement of structural capacity of the pavement.</p>	<p>RLM shall:</p> <ul style="list-style-type: none"> <li>• Be capable of calculation of Residual Life for any 0.1 mile section.</li> <li>• Take account of the thickness and stiffness of the pavement layers, the pavement loading history in equivalent standard axles as calculated from the traffic volume reports and the forecast traffic volumes, measured in equivalent standard axles, for the following 15 years.</li> </ul> <p>At the Expiry Date, the structural capacity of each lane of the mainline roadway shall be such that a rehabilitation design for 10 years of traffic loading starting as of the Expiry Date will require no more than a 2-inch asphalt concrete overlay or equivalent treatment for the pavement type. The calculation method may assume that the 2 inch overlay is applied at any time over the ten years following the Expiry Date. The 10 year traffic loading will be determined based on the average annual traffic measured over the four years prior to the date upon which the calculation is undertaken and shall not include any predicted traffic escalation.</p> <p>Pavement strength testing and subsequent analysis to determine the structural capacity and the rehabilitation needed to meet the requirement above shall be completed by an Accepted Independent Consultant. Developer shall provide all traffic accommodation to allow pavement strength testing or other testing (either destructive or non-destructive), as required.</p>

**Appendix A  
 Residual Life Requirements**

Element	Residual Life at Handback (yrs)	Inspection Requirements	Residual Life Methodology (RLM) Requirement
<b>Structures</b>			
Reinforced concrete	40	Inspections of Structures shall be undertaken by Accepted independent testing organizations.  Inspections shall follow the latest inspection guidelines (as they apply at the relevant date that the testing is undertaken) recognized by the Enterprises.  A close examination shall be made of all parts of each Structure.  Non-destructive tests shall be undertaken appropriate to the type of Structure. These shall include the measurement of structural deflection under calibrated load, the measurement of chloride and carbonation profiles from surface to reinforcement and/or tendon level, half-cell potential and the in-situ strength testing of concrete elements.  Testing of steel Structures shall include the depth of corrosion and/or the measurement of remaining structural thickness for hidden and exposed parts.  All lengths of weld shall be tested for cracking at key areas of structural steelwork.	RLM shall: <ul style="list-style-type: none"> <li>• Draw on historical asset maintenance records, inspection and test histories for each Structure. Take account of the Enterprises', CDOT's and FHWA records of other Structures on the network with similar characteristics.</li> <li>• Include an assessment of load carrying capacity based on the original structural design calculations, the as built drawings, loading history and results of load deflection tests where appropriate.</li> <li>• Take account of any trends in asset deterioration to determine the rate of deterioration and to predict the future condition of individual Elements and the entire Structure.</li> <li>• Take account of industry guidance relating to residual life estimation. The measured performance shall be compared with expected performance and trends in asset deterioration and maintenance to predict the future condition and maintenance requirements of main structural Elements.</li> </ul>
Pre-stressed concrete	40		
Structural steelwork	40		
Weathering steel	40		
Corrugated steel	40		

**Appendix A  
 Residual Life Requirements**

<b>Element</b>	<b>Residual Life at Handback (yrs)</b>	<b>Inspection Requirements</b>	<b>Residual Life Methodology (RLM) Requirement</b>
Bridge Deck (Structural)	15	Inspections shall be in accordance with the Durability Plan schedule. Inspections shall, at a minimum, identify and measure delamination in Bridge decks by chain dragging or hammer sounding, the measurement of chloride and carbonation profiles from surface to reinforcement and/or tendon level, half-cell potential and the in-situ strength testing of concrete elements.	As above
Railing	25	Inspections of Structures shall be undertaken by Accepted independent engineers, test facilities and specialists. For visual inspections and measurement, competence shall be based on experience and training. For Specialist Inspections, competence shall be based on the possession of valid national or international certification by a recognized certification authority. Inspections shall follow the latest inspection guidelines (at the time of inspection) issued by the Enterprises. A close visual inspection shall be made of all parts of each Structure including items such as hidden or limited access components such as cables, bearings and expansion joints.	RLM shall: <ul style="list-style-type: none"> <li>• Draw on historical asset maintenance records, inspection and test histories for each Structure.</li> <li>• Take account of the Enterprises', CDOT's and FHWA records of other Structures on the network with similar characteristics.</li> </ul>
Bearings	25		
Overhead sign supports (structural Elements)	15		
Retaining walls (Including MSE Walls)	40		
<b>Drainage</b>			
Underground storm sewer systems (Including pipes, manholes, chambers.)	40	Inspection of storm sewer systems shall include closed circuit TV inspection of all buried pipe work. Groundwater level monitoring at locations defined in the	RLM shall: <ul style="list-style-type: none"> <li>• Draw on historical asset maintenance records, inspection and test histories for each Element of</li> </ul>

**Appendix A  
 Residual Life Requirements**

<b>Element</b>	<b>Residual Life at Handback (yrs)</b>	<b>Inspection Requirements</b>	<b>Residual Life Methodology (RLM) Requirement</b>
Culverts/ headwalls	40	Residual Life Methodology Report shall be required to provide assurance of a 10 year Residual Life for groundwater interceptor drains. Inspection of stormwater management systems shall include all components such as ditches, stormwater basins and filters.  Inspections of culverts shall include measurement of deformation.  Confirm that all Elements and assemblies for inlets, outfalls, water quality structures and detention ponds function as designed.	the drainage system.  • Include a methodology to determine the Residual Life of filter drains designed to intercept groundwater.  • Draw on design and Permit requirements.
Reinforced ditches (Concrete lined, rock channel, tied concrete block, energy dissipaters.)	10		
Underdrains, filter drains	10		
End Treatments (inlet protection, aprons)	25		
Water Quality features	10		
<b>Earthworks</b>			
Earthwork slopes (Including reinforced soil slopes)	30	For embankment and cut slopes a risk based inspection procedure shall be adopted following Good Industry Practice.  Deformation monitoring will be required to provide assurance through the RLM of a 50-year Residual Life.  Inspections of all ancillary items shall be undertaken by personnel having adequate training on modes of failure, risk assessment and observational skills.	RLM for earthwork slopes shall draw on historical inspection and asset maintenance records and the vulnerability of the slope to failure.
<b>Ancillaries</b>			
Concrete barrier (median)	15	Inspections of all ancillary items shall be undertaken by personnel having adequate training on modes of failure, risk assessment and observational skills where applicable	RLM shall draw on historical inspection, maintenance and rehabilitation records for system components, and life cycle and durability analyses.
Fences	10		

**Appendix A  
 Residual Life Requirements**

<b>Element</b>	<b>Residual Life at Handback (yrs)</b>	<b>Inspection Requirements</b>	<b>Residual Life Methodology (RLM) Requirement</b>
Light Poles	10	elements will be rated to ensure adequate performance and load resistance.  Unless otherwise agreed inspections to be carried out in accordance with guidance, manuals and standards issued by the Enterprises current at the time of inspection.	
Curbs and gutters	10		
Manhole covers, gratings, frames and boxes	20		
<b>Mechanical and Electrical Systems</b>			
Cabling, joints, switch gear, etc.	20	Inspection scope and depth shall be determined by the inspecting organization but as a minimum shall be based upon relevant State or Federal codified requirements, applicable NFPA Standards, and by the design and system manufacturer's/fabricators inspection requirements.	RLM shall draw on historical inspection, maintenance and rehabilitation records for system components, and life cycle and durability analyses.
<b>Cover Plumbing Systems</b>			
Standpipe and Sprinkler/Deluge Piping and nozzles	50	Inspections shall be based upon Good Industry Practice, manufacturers' inspection requirements and applicable FHWA requirements and NFPA Standards.  Inspection of electrical systems shall be undertaken by qualified individuals (NETA or equivalent for electrical, NICET for Fire Alarm, other) and performed in accordance with NFPA 70B, as a minimum.	RLM shall draw on historical inspection, maintenance and rehabilitation records for system components, and life cycle and durability analyses and historical fault logs from the SCADA system
Roadway Piping and Drains	50		
<b>ITS/Tolling Equipment</b>			

**Appendix A**  
**Residual Life Requirements**

<b>Element</b>	<b>Residual Life at Handback (yrs)</b>	<b>Inspection Requirements</b>	<b>Residual Life Methodology (RLM) Requirement</b>
ITS and Tolling Civil Infrastructure (conduits, conductors, cables and pull boxes, cabinets and foundations)	20	Inspections shall be based upon Good Industry Practice, manufacturers' inspection requirements and Applicable Standards.	RLM shall be based on the manufacturer's or supplier's recommended component life together with records of performance from Developer including historical inspection, maintenance and rehabilitation records for system components, and life cycle and durability analyses

**Appendix B**  
**Useful Life Baseline Requirements**

Element	Useful Life (yrs)
<b>Road Pavement</b>	
Traveled way – surfacing including ramps	10
<b>Structures</b>	
Corrosion protection for structural steelwork	30
Bridge wearing surface	20
Deck joints	20
Cover MEP Systems	10
<b>Roadside Ancillaries</b>	
Metal beam guard rail	20
Impact attenuators	20
Overhead sign panels	10
Lighting luminaries and regulators	8
Roadside traffic sign panels	10
Pavement markings	2
Delineators	4

**Schedule 13**  
**Required Insurances<sup>1</sup>**

**1. CONSTRUCTION PERIOD INSURANCES<sup>2</sup>**

From the Financial Close Date until (unless specified otherwise in this Section 1 of this Schedule 13) the Substantial Completion Date, Developer will obtain and maintain, or cause to be obtained and maintained, the Insurance Policies with respect to the Work (including O&M Work During Construction) and the Project described in this Section 1 of this Schedule 13.

**1.1. "All Risk" Builders' Risk**

Builder's Risk insurance written on an "all risks" basis, completed value form, on a non-reporting basis, insuring against "all risks", including the following perils: loss or damage by fire, collapse, lightning, windstorm, tornado, flood, earthquake, hail, explosion, riot, vandalism and malicious mischief, civil commotion, aircraft, vehicle impact, terrorism (both domestic and foreign acts of terrorism), smoke and such other risks as are usual to a similarly situated project, in each case:

- a. in an amount not less than:
  - i. the lesser of:
    - A. the full replacement cost of the Work and the Project<sup>3</sup>, including on and off-site fabrication, installation, storage and staging areas; and
    - B. the Probable Maximum Loss for the Work and the Project (and, with respect to any sublimits, subject to Section 1.1.e of this Schedule 13, the Probable Maximum Loss in respect of the relevant peril), including on and off-site fabrication, installation, storage and staging areas; *plus*
  - ii. until such date as the demolition of the existing viaduct is completed:
    - A. \$115,000,000; *plus*
    - B. \$100,000,000 in extra expense insurance to cover, among other things, the additional expenses incurred for traffic rerouting following an insured loss to the viaduct;
- b. providing for either a DE 5 or LEG 3 exclusion pertaining to the cost of making good any faulty work, faulty materials, or any design error or omission;
- c. providing coverage for demolition/debris removal costs and increased cost of construction, with a minimum sublimit of \$50,000,000;
- d. providing "Ordinance or Law Coverage", with a minimum sublimit of \$50,000,000;

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<sup>1</sup> Developer may satisfy the requirements set out in Schedule 13 by (i) placing any of the Insurance Policies on a Project-specific basis or (ii) relying on corporate policies of Developer-Related Entities (or their Affiliates). In either case, however, Developer must satisfy all requirements of this Schedule 13 and be able to evidence that all such requirements have been satisfied.

<sup>2</sup> This Schedule 13, as drafted, assumes that Developer will satisfy its Construction Period obligations hereunder (including in respect of (i) O&M During Construction and (ii) completed Payment Milestones in the period between the applicable Milestone Completion Date and Substantial Completion) by placing insurances that satisfy Section 1 of this Schedule 13. The Enterprises will permit amendments to be made to this Schedule 13 prior to execution of the Agreement to reflect Preferred Proposer's insurance program to the extent that such program involves insuring O&M During Construction and/or completed Payment Milestones under Section 2, provided that (A) Proposer has proposed such amendments as commercial/legal Project Agreement comments during the procurement process and (B) such amendments have been approved by the Enterprises (as a result of determining that the resulting coverage would be equivalent and the Project, the Enterprises and CDOT would not be adversely affected).

<sup>3</sup> **Note to Proposers:** The replacement cost is assumed to be the Construction Contract price (not including the cost of O&M Work During Construction), plus an amount to be provided by the Enterprises in a future Addendum reflecting the replacement cost of those portions of the Project that do not require construction or material reconstruction. Developer's proposed replacement cost calculation will be subject to Acceptance by the Enterprises.

- e. if such insurance places a sublimit on flood coverage, such sublimit shall be no less than the greater of:
  - i. \$100,000,000; and
  - ii. the Probable Maximum Loss in respect of such peril;
- f. including coverage for delay in start-up on a gross income basis for the greater of:
  - i. 12 months of delay; and
  - ii. the Probable Maximum Delay;
- g. including coverage for the following, with the limits specified below:
  - i. property in transit (in-land only) and unnamed locations;
  - ii. extra/expediting expenses (with a minimum sublimit of \$50,000,000);
  - iii. off premises services interruption;
  - iv. professional fees (with a minimum sublimit of \$10,000,000);
  - v. valuable papers;
  - vi. hot and cold testing and commissioning (with a minimum limit of 120 Calendar Days);
  - vii. prevention of access (with a minimum limit of eight weeks); and
  - viii. ingress/egress (with a minimum limit of eight weeks); and
- h. provide for interim payments in the event of any loss.

## 1.2. Commercial General Liability

Commercial general liability insurance (together with any excess or umbrella liability) against claims for personal injury (including bodily injury and death) and property damage or loss (including liabilities as a result of repairs and alterations) however arising occurring with respect to the Work or the Project, including on and off-site fabrication, installation, storage and staging areas, such insurance:

- a. to be on an occurrence form (as that term is used in the insurance industry) with a combined single limit of not less than \$100,000,000 per occurrence and in the aggregate which may be provided in a layered placement, with the layers excess of the primary general liability to provide excess automobile liability and employers' liability;
- b. to be subject to an ISO CG 22 80 endorsement and no other professional services exclusions; and
- c. to cover at least the following hazards:
  - i. premises and operations liability;
  - ii. completed operations for a period of not less than eight years after the Substantial Completion Date or, if later, the expiration of any applicable statutes of limitation or repose;
  - iii. independent contractors;
  - iv. blanket contractual liability for all contracts;
  - v. sudden and accidental pollution;
  - vi. broad form property damage;
  - vii. contingent employers' liability;
  - viii. non-owned automobile liability;

- ix. cross liability and severability of interests; and
- x. employees as additional insureds.

**1.3. Workers' Compensation and Employers' Liability**

Workers' compensation insurance, as required by the statutory limits of the State, and employers' liability with a limit of not less than \$1,000,000 and excess liability coverage.

**1.4. Professional Liability**

- a. From the Financial Close Date until the eighth anniversary of the Substantial Completion Date, professional liability insurance, which may be written on a claims made form, with limits of liability not less than \$10,000,000 per claim and \$10,000,000 annual aggregate (A) for each of the Principal Subcontractors and (B) for such other Subcontractor(s) (if any), including the Lead Engineer (as defined in the ITP), that are (i) primarily responsible for engineering and design of the Project and (ii) performing structural and design work or *[other types of work]*<sup>4</sup>.
- b. Developer will ensure that all other professionals performing design, engineering, quality management, inspection, surveying and related professional services in respect of the Work and the Project carry or are covered by professional liability insurance for limits that are in accordance with Good Industry Practice.

**1.5. Contractors' Pollution Liability and Pollution Legal Liability (Combined Form)**

Contractors' Pollution Liability and Pollution Legal Liability insurance for the Work and the Project, which may be written on a claims made form, which coverage will:

- a. be with limits of not less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate; and
- b. include coverage for:
  - i. environmental impairment liability;
  - ii. third party bodily injury;
  - iii. property damage liability (including remediation and clean-up costs);
  - iv. disposal site and transportation extensions; and
  - v. underground storage tanks; and
- c. provide for an extended reporting period until the earlier of: (i) the eighth anniversary of the Substantial Completion Date; and (ii) the tenth anniversary of the Agreement Date.

**1.6. Automobile Liability**

Automobile Liability insurance on any owned, non-owned, and hired automobile used in connection with the Work and the Project with a limit of not less than \$10,000,000 per occurrence.

**1.7. Aircraft Liability**

If aircraft are used in the performance of the Work and the Project, aircraft liability insurance (including owned and non-owned aircraft) which coverage will be with limits of not less than \$25,000,000 per occurrence and \$25,000,000 in the aggregate.

**1.8. Railroad Liability and Railroad Protective Liability**

If such coverage is not already provided under the commercial general liability insurance required pursuant to Section 1.2 of this Schedule 13, railroad liability and railroad protective liability

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<sup>4</sup> **Note to Proposers:** To be identified in a future Addendum.

insurance which coverage shall be with limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate or, if higher, such other limits as required by UPRR, BNSF or DRIR in connection with the Work and the Project.

**1.9. Marine Cargo**

If any property, materials or equipment intended to be used in connection with the Work and the Project are to be shipped by sea, marine cargo insurance which coverage shall provide coverage in an amount of not less than full replacement value per occurrence.

**1.10. Contractors' Equipment**

Contractors' equipment insurance covering any piece of equipment with a replacement cost in excess of \$500,000, which coverage shall provide coverage in an amount of not less than full replacement value per occurrence.

**1.11. Insureds**

All Insurance Policies required pursuant to this Section 1 of this Schedule 13, other than the policy required pursuant to Section 1.4 of this Schedule 13, must include:

- a. Developer and the Construction Contractor<sup>5</sup> as named insureds; and
- b. the Specified Additional Insureds as additional insureds.

**2. OPERATING PERIOD INSURANCES**

From the Substantial Completion Date for the duration of the Term, Developer will obtain and maintain, or cause to be obtained and maintained, the Insurance Policies with respect to the Work and the Project described in this Section 2 of this Schedule 13.

**2.1. "All Risks" Property**

"All Risks" property insurance with no co-insurance including the following perils: loss or damage by fire, collapse, lightning, windstorm, tornado, flood, earthquake, hail, explosion, riot, vandalism and malicious mischief, civil commotion, aircraft, vehicle impact, terrorism (both domestic and foreign acts of terrorism), smoke and such other risks as are usual to a similarly situated project, in each case:

- a. the lesser of:
  - i. the full replacement cost of the Work and the Project, including on and off-site fabrication, installation, storage and staging areas; and
  - ii. the Probable Maximum Loss for the Work and the Project (and, with respect to any sublimits, subject to Section 2.2.b of this Schedule 13, the Probable Maximum Loss in respect of the relevant peril), including on and off-site fabrication, installation, storage and staging areas;
- b. if such insurance places a sublimit on flood coverage, such sublimit shall be no less than the greater of:
  - i. \$100,000,000; and
  - ii. the Probable Maximum Loss in respect of such peril;
- c. include coverage for the following, within the limits specified below:
  - i. business interruption on a gross income basis for the greater of:
    - A. 12 months of delay; and

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<sup>5</sup> **Note to Proposers:** This assumes that the Construction Contractor will perform O&M Work During Construction. To also include the O&M Contractor if it will perform such work.

- B. the Probable Maximum Delay;
- ii. boiler and machinery perils including machinery breakdown;
- iii. property in transit (in-land only) and unnamed locations;
- iv. extra/expediting expenses (with a minimum sublimit of \$50,000,000);
- v. off premises services interruption;
- vi. professional fees (with a minimum sublimit of \$10,000,000);
- vii. valuable papers;
- viii. prevention of access (with a minimum limit of eight weeks); and
- ix. ingress /egress (with a minimum limit of eight weeks); and
- d. provide for interim payments in the event of any loss.

## **2.2. Commercial General Liability**

Commercial general liability insurance (together with any excess or umbrella liability) against claims for personal injury (including bodily injury and death) and property damage or loss (including liabilities as a result of repairs and alterations) however arising occurring with respect to the Work or the Project, including on and off-site fabrication, installation, storage and staging areas, such insurance:

- a. to be on an occurrence form (as that term is used in the insurance industry) with a combined single limit of not less than \$100,000,000 per occurrence and in the aggregate, which may be provided in a layered placement, with the layers excess of the primary general liability to provide excess automobile liability and employers' liability; and
- b. include coverage for:
  - i. premises and operations liability;
  - ii. products and completed operation liability;
  - iii. independent contractors;
  - iv. blanket contractual liability for all contracts;
  - v. sudden and accidental pollution ;
  - vi. broad form property damage ;
  - vii. contingent employers' liability;
  - viii. non-owned automobile liability;
  - ix. cross liability and severability of interests clause; and
  - x. employees as additional insureds.

## **2.3. Workers' Compensation and Employers' Liability Insurance**

Workers' compensation insurance, as required by the statutory limits of the State, and employers' liability with a limit of no less than \$1,000,000 and excess liability coverage.

## **2.4. Pollution Liability**

Pollution and Environmental Impairment Liability insurance for the Work and Project, which may be written on a claims made form, which coverage will:

- a. be with limits of not less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate; and
- b. include coverage for:

- i. environmental impairment liability;
- ii. third party bodily injury;
- iii. property damage liability (including remediation and clean-up costs);
- iv. disposal site and transportation extensions; and
- v. underground storage tanks.

## **2.5. Automobile Liability**

Automobile Liability insurance on any owned, non-owned and hired automobile used in connection with the Work and the Project with a limit of not less than \$10,000,000 per occurrence.

## **2.6. Railroad Liability and Railroad Protective Liability**

If such coverage is not already provided under the commercial general liability insurance required pursuant to Section 2.1 of this Schedule 13, railroad liability and railroad protective liability insurance which coverage shall be with limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate or, if higher, such other limits as required by UPRR, BNSF or DRIR in connection with the Work and the Project.

## **2.7. Insureds**

All Insurance Policies required pursuant to this Section 2 of this Schedule 13 must include:

- a. Developer and the O&M Contractor as named insureds; and
- b. the Specified Additional Insureds as additional insureds.

## **2.8. Indexation**

All Dollar figures in Section 2 of this Schedule 13 shall be indexed pursuant to Section 2.3 of the Project Agreement. After indexation has been applied from time to time, Developer's obligation shall be to take out and maintain, or to cause the obtaining and maintenance of, insurance pursuant to Section 25 of the Project Agreement and this Schedule 13 where the limits are as close to and in excess of the indexed values as is reasonably obtainable in the insurance market, provided that such obligation shall only apply to newly placed or renewed policies.

## **3. GENERAL REQUIREMENTS**

### **3.1. Probable Maximum Loss Study**

#### **3.1.1. Whenever this Schedule 13 references:**

- a. "Accepted PML Study", such term means the PML Study (and any update thereto) Accepted by the Enterprises;
- b. "PML Study", such term has the meaning given to it in Section 3.1.2 of this Schedule 13;
- c. "Probable Maximum Delay", such term means each probable maximum delay period limit determined from time to time pursuant to an Accepted PML Study; and
- d. "Probable Maximum Loss", such term means each probable maximum loss amount limit (or sublimit) determined from time to time pursuant to an Accepted PML Study.

#### **3.1.2. If, at any time, Developer elects to place the insurance required pursuant to Section 1.1 or 2.1 of this Schedule 13 on a Probable Maximum Loss and Probable Maximum Delay basis, Developer shall submit to the Enterprises, for Acceptance, a Probable Maximum Loss and Probable Maximum Delay study (a "PML Study", which term, if such a study has previously been submitted by Developer pursuant to this Section, shall include any updates thereto submitted by Developer pursuant to this Section) performed for the Developer by its Insurance Broker prior to, as the case may be:**

- a. the placement of coverage required pursuant to Section 1.1 of this Schedule 13;

- b. the first placement on such basis of any coverage required pursuant to Section 2.1 of this Schedule 13; and
- c. following submission of a PML Study pursuant to Section 3.1.2.b of this Section 13, every sixth anniversary of the placement of coverage referenced in such Section.

**3.2. Deductibles**

Each Insurance Policy may include deductibles pursuant to Section 3.2 of this Schedule 13, and, for certainty, shall not include any self-insured retentions.

**3.3. Placement on Occurrence Basis**

Except for the Insurance Policies required pursuant to Sections 1.4, 1.5 and 2.4 of this Schedule 13, all liability insurance Policies shall be placed on an occurrence and not a claims made basis.

**3.4. Reinstatement Work and Loss Payee Provisions**

Any loss payee provision in any Insurance Policy shall be consistent and not conflict with the requirements of Section 25.5 of the Project Agreement.

**3.5. Maintenance Yard**

All references in this Schedule 13 to insuring “the Work and the Project” (or statements to similar effect) shall be interpreted to include, with effect from the Snow and Ice Control Commencement Date, the Maintenance Yard (including activities performed thereat).<sup>6</sup>

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<sup>6</sup> **Note to Proposers:** This Section will only be included if the Preferred Proposer elects to use the Maintenance Yard with effect from the Snow and Ice Control Commencement Date.

## **Schedule 14 Strategic Communications**

### **1. GENERAL**

#### **1.1. General Requirements**

- 1.1.1. Providing timely, relevant and context sensitive information is a critical component of the Project. The Developer and the Department shall work collaboratively to provide a robust and coordinated communications approach to achieve the overall Strategic Communication goals. The Developer shall be responsible for development and implementation of a communication strategy in collaboration with the Department and in accordance with the requirements of this Schedule. The Developer shall document these communication strategies in an overall Strategic Communications Plan, which shall comprise the individual plans required within this Schedule.
- 1.1.2. The Strategic Communications Plan shall be developed with an awareness of the following issues:
- a. Communication and outreach commitments made in the I-70 East EIS;
  - b. Presence of an environmental justice community and limited English proficient residents and business owners in close proximity to project;
  - c. Community “fatigue” from lengthy I-70 East EIS;
  - d. Diversity of stakeholders, including local residents, local governments, commuters, small and local businesses, and major national/international corporations;
  - e. Large, separate infrastructure projects planned near the Project area including the redevelopment of the National Western Center; and
  - f. Use of a public-private partnership to deliver this Project.

### **2. STAFF REQUIREMENTS**

#### **2.1. General Requirements**

- 2.1.1. The Developer shall provide a full-time Project Communications Manager (PCM) with at least seven years’ professional experience working on design-build construction projects and a practical understanding of construction schedules, Transportation Management Plans (TMPs), and Work performance processes; experience with and understanding of the importance of maintaining good relationships between the Project and government, businesses, residents, the general public, and other stakeholders; and experience with implementing communication and Public Involvement and Information (PI) strategies on projects of similar scope, nature, and complexity as this Project. The PCM shall be responsible for overseeing all Developer communications efforts during the Term.
- 2.1.2. The Developer shall provide a full-time Spanish/English bilingual Community Liaison with experience in and knowledge of the Swansea-Elyria neighborhoods. The Community Liaison shall coordinate closely with the Department and be responsible throughout the Term for ensuring that local residents, businesses and nonprofit groups are informed about the Project and have a single point of contact for all questions and concerns.
- 2.1.3. The communications team shall be housed at the Developer’s office during the Construction Period and with the Developer’s operations team during the remainder of the Term.

### **3. STAFF COORDINATION**

#### **3.1. General Requirements**

##### **3.1.1. Developer’s Communications Team**

Prior to the issuance of NTP1, the Developer shall submit to the Department for Information the names and resumes of all members of its communications team with assigned roles and responsibilities and provide a staff availability list covering all days and hours during the

Construction Period. The Developer shall update such information quarterly during the Construction Period and annually thereafter throughout the Term (reflecting coverage during the Operating Period) and at such other times as are reasonably required to ensure that such information remains up to date.

3.1.2. Throughout the duration of the Term, the Developer shall hold weekly Strategic Communication meetings, to include the Department's Communications Team, at the Project office. At these meetings the Developer and the Department will discuss weekly communications issues and provide details for upcoming media advisories/press releases, community meetings, Lane Closure Reports, website updates and information line recordings. The agenda for each meeting shall be the responsibility of the PCM and shall be submitted to the Department in advance of each meeting.

3.1.3. Public Involvement Services Contact Sheet

The Developer shall prepare a PI Contact Sheet containing the names of appropriate Strategic Communications personnel for the Project. At a minimum, the contact list shall include the name, address, phone number(s) and email addresses for the following individuals. The PI Contact Sheet shall be submitted to the Department for Information prior to the issuance of NTP1 and updated annually throughout the Term and at such other times as are reasonably required to ensure that such information remains up to date.

- a. Developer and Department;
  - i. Project Director;
  - ii. Project Communications Manager;
  - iii. Project website administrator;
  - iv. Community Liaison; and
  - v. Project Colorado Transportation Management Center (CTMC) contact;
- b. City and County of Denver;
  - i. Mayor's Office;
  - ii. Public Works;
  - iii. PI Office;
  - iv. Chamber of Commerce;
  - v. Fire/rescue; and
  - vi. Police department;
- c. City of Aurora;
  - i. City Manager's Office;
  - ii. Public Works;
  - iii. PI Office;
  - iv. Chamber of Commerce;
  - v. Fire/rescue; and
  - vi. Police department;
- d. City of Commerce City;
  - i. City Manager's Office;
  - ii. Public Works;
  - iii. Public Information Office (PIO);

- iv. Chamber of Commerce;
- v. Fire/Rescue; and
- vi. Police Department;
- e. Local State Patrol Office;
- f. Local hospitals;
- g. Key stakeholders: to be provided by the Department, including by not limited to the following:
  - i. Local schools and school districts;
  - ii. Businesses;
  - iii. Community centers;
  - iv. Churches; and
  - v. Neighborhood associations;
- h. Visitor/tourist destinations;
- i. Railroads;
- j. Special districts (Business improvement, parks, maintenance, water, etc.);
- k. Airports;
- l. Utility Owners;
- m. Commercial vehicle operators; and
- n. Others as defined by the Department.

#### **4. STRATEGIC COMMUNICATIONS PLANS**

##### **4.1. General Requirements**

- 4.1.1. The Developer shall prepare and maintain an overall Strategic Communications Plan consisting of the following individual plans to ensure well-coordinated two-way communications during each phase of the project:
  - a. Construction Communications Plan (CPCP);
  - b. Maintenance and Operations Communications Plan (MOCP); and
  - c. Crisis Communications Plan (CCP).
- 4.1.2. Each plan shall include planned communications strategies; primary stakeholder communications lists; and identification of any PI issues and proposed outreach. Each plan shall be submitted to the Department for Approval according to the timelines provided in this Schedule. The Developer shall monitor and improve the effectiveness of each plan and resubmit for Acceptance annually upon the anniversary of the initial Approval by the Department or whenever the following conditions exist:
  - a. A plan or procedure no longer adequately addresses the matters it was originally intended to address;
  - b. A plan or procedure does not conform to the requirements of this Agreement;
  - c. An audit by the Developer or the Department identifies a deficiency requiring an update; or
  - d. Organizational structure changes require revision to a plan.
- 4.1.3. The Developer shall clearly identify in a cover sheet what changes were made in each update to expedite the Department's review. Also, a red line and a final copy shall be provided.

- 4.1.4. Each plan shall describe the basic roles and responsibilities between the Department and the Developer. In general:
- a. Department Responsibilities  
The Department is responsible for communicating overall vision on the Project including why the Project is needed, what Work will be done, how the Project will benefit customers, how the Project fits into the community, and how the Project fits into broader transportation plans. The Department will communicate the overall purpose of, implementation of, and education on how to use, the Tolloed Express Lanes.
  - b. Developer Responsibilities  
The Developer is responsible for communicating overall coping information during the Construction Period and the Operating Period including details about the TMP, and other activities that affect residents and businesses.
  - c. Joint Department/Developer Responsibilities  
The Developer shall collaborate with the Department to develop key messages related to Construction Work and O&M Work activities. The Department will have final Approval before the messages are disseminated.
    - i. Government Relations  
Throughout the Term, all communication requests received by the Developer from Governmental Authorities shall be immediately referred to the Department (not including those requests related to Project management or coordination for Local Agency Permits). The Developer shall assist in giving timely information to the Department regarding construction Activities, and shall participate in meetings as requested.
    - ii. Media Requests  
The Developer shall make project managers, supervisors, and other area experts available to the Department for assistance in media requests. The Developer shall also assist in media site visits and adhere to media deadlines when possible.

## **5. CONSTRUCTION PERIOD COMMUNICATIONS PLAN**

### **5.1. General Requirements**

- 5.1.1. The Developer shall prepare and maintain a CPCP to develop two-way communication of Project information with the public. This CPCP shall be used by the Developer throughout the duration of the Construction Period to manage and implement the PI process. The Developer's CPCP shall be submitted to the Department for Approval prior to the issuance of NTP 1.
- 5.1.2. The CPCP shall include the following:
- a. Community, Government and Business Stakeholders  
The Developer shall use a variety of strategic PI approaches and tools to ensure that stakeholders have accurate information about the Project schedule, progress and construction impacts, as well as address issues as they arise.  
When necessary, PI strategies shall be tailored to individual stakeholders and shall specify which approaches and tools will be used to disseminate information. Specific organizations shall be provided by the Department utilizing the database established through the I-70 East EIS. Project stakeholders include, but are not limited to, the following groups:
    - i. Area residents;
    - ii. Local and regional business owners, employees and customers;

- iii. Neighborhood associations;
  - iv. Local community organizations;
  - v. Local schools;
  - vi. Property owners and property management companies;
  - vii. Commuters;
  - viii. Transportation management/advocacy organizations;
  - ix. Denver International Airport;
  - x. National Western Center;
  - xi. Regional Transportation District (RTD);
  - xii. Traveling public;
  - xiii. Local, regional, and state government officials;
  - xiv. Delivery and courier services;
  - xv. Taxis, shuttles, and rental car companies;
  - xvi. Commercial vehicle operators, Ports of Entry and Denver Permit Office, and Colorado Motor Carriers Association;
  - xvii. Emergency response agencies, such as the Colorado State Highway Patrol, and local police departments, sheriff departments, fire departments, ambulance service providers, and hospitals;
  - xviii. Tourist destinations and organizations;
  - xix. Colorado Department of Transportation (CDOT) employees and other internal team members, including CDOT Headquarters, the Office of Communications and the Government Relations Office;
  - xx. Disadvantaged Business Enterprises and Emerging Small Businesses;
  - xxi. Utility Owners; and
  - xxii. Railroads.
- b. Key Communication Topics
- i. The CPCP shall describe outreach strategies specific to the following topics:
    - A. Coping Strategies  
The Developer shall develop and implement community and business relations strategies that communicate coping messages to stakeholders including those listed in Section 5.1.2.a of this Schedule 14. Coping messages shall focus on providing stakeholders with the information they need to make short-term and long-term decisions about how they can deal with the Construction Work and O&M Work During Construction with as little disruption as possible.
    - B. Environmental Information
      - (I) The CPCP shall develop a plan for coordinating any environmental mitigation requirements as provided in Schedule 17 Environmental Requirements, as they pertain to stakeholders including those listed in Section 5.1.2.a of this Schedule 14, to ensure that stakeholders are aware of and participate in those areas where their input is required.

(II) The Developer shall make the Environmental Compliance Work Plan (ECWP) monthly update as provided in accordance with Schedule 17 Environmental Requirements available via the Project website on a monthly basis. The Developer shall make the results of all PM10 monitors, as specified in Schedule 17 Environmental Requirements, available on the Project website as specified in Schedule 17 Environmental Requirements.

C. Noise

The CPCP shall develop a plan for communicating the scheduling of high noise events as well as temporary and permanent noise wall construction with individual property owners and impacted communities.

D. Access to Local Schools

The CPCP shall develop a plan for coordinating with Denver Public Schools, and all schools within close proximity of the Project, including Swansea Elementary School, Garden Place Elementary, and Bruce Randolph Middle School. The Developer shall maintain pedestrian, bus and vehicle access to impacted schools during the Construction Period.

E. Access to Transit and Pedestrian and Bicycle Routes

The CPCP shall identify a plan for communicating to the public and other associated stakeholders significant impacts and routing changes pertaining to mass transit, bicycles, pedestrian and handicap mobility.

F. National Western Center Construction Coordination

The CPCP shall identify a strategy for coordinating with the anticipated redevelopment of the National Western Center. This strategy shall at a minimum describe the frequency of joint meetings, shared communication tools, and how lane closures and access impacts will be coordinated between the two projects.

## 5.2. Public Information Outreach Tools

The Developer shall provide a PI tool box with the flexibility to meet different stakeholder needs. The Developer shall continue to coordinate with the Department to ensure that the tools employed during the Project are effective. All PI materials shall be provided in English and Spanish, unless Approved otherwise by the Department.

a. Phone and Email

i. The Developer shall establish and maintain from the issuance of NTP2 throughout the Term a PI office equipped with a telephone, voicemail, computer and email address. The PI telephone line shall be a local call line. The voicemail for the project information line shall be recorded in English and Spanish and provide an updated message each week, or each day if necessary, concerning relevant completion dates and forthcoming activities on the Project and allow the recording of a message from the caller. If unable to answer the PI line, the Developer shall check and respond to voicemail messages throughout each day that construction operations and lane Closures are being carried out. During times of highly impactful construction activity or extended night work, as identified by the Department, the Developer shall provide 24-hour staffing of the PI telephone line.

ii. Throughout the Term, the Developer shall track inquiries made by citizens and businesses, including names, addresses, phone numbers, and follow-up action taken in response to inquiries; such inquiries and any follow-up action shall be entered into Dialog, a web-based contact and issue tracking database provided

by the Department. The Developer shall pay for a Dialog license. The system shall provide an automated report to the Department each week. All inquiries and complaints shall be followed up with a return phone call or email from either the Developer and/or, when necessary (and as requested by the Developer or determined by the Department), the Department. The following information shall be recorded:

- A. Provide the date and time of call;
- B. Contact information (name, phone number, street address, and e-mail address);
- C. Location and description of complaint and/or request; and
- D. Response provided including date and manner of response and whether request was relayed to the Department for response.

b. Public Meetings

- i. The Developer shall host and facilitate one in person public meeting within one month after the issuance of NTP2 to introduce the Developer to the local community. Additional public meetings shall be held at key times during the Term, as identified by the Department (in consultation with the Developer). An agenda for all such meetings shall be submitted to the Department for Acceptance two weeks prior to the meeting date. The Developer shall publicize these meetings through multiple means including local media, paid advertisements in newspapers, email, inserts in local newsletters, door-to-door flyers, mailers and others. The Developer shall utilize a stakeholder list, which will be provided by the Department prior to the issuance of NTP1, which will include local elected officials, city/county staff, and surrounding Local Agencies. These meetings shall be held within the corridor boundaries; however, where relevant, the Developer shall host meetings in the neighborhood location(s) closest to the upcoming Construction Work or O&M Work.
- ii. All public meetings shall inform attendees of Project plans and schedules and provide information on how to receive updates on the Project (via email address list and/or the Department's GovDelivery messaging system). The Developer will provide Project displays that explain information on Construction Work, O&M Work, phasing, traffic impacts, etc. Project displays and other presentation materials used at the public meetings shall be of professional quality and designed to clearly convey accurate Project information to a non-technical audience. All displays shall be provided in English and Spanish.
- iii. The Developer shall, in coordination with the Department, respond to all feasible requests to attend regular community and stakeholder meetings or community events, such as those organized by nonprofit groups and neighborhood and business associations. The Developer shall provide appropriate technical staff, as required.

c. Business Meetings

In addition to the public meetings required to be held pursuant to Section 5.2.b of this Schedule 14, the Developer shall organize and lead at least two public meetings specifically focused on local and regional business impacts within two months after the issuance of NTP2 and shall host additional meetings focused on local and regional business impacts at designated project phases as identified by the Department.

d. Social Media

The Developer shall utilize the Department's social media platforms, including Facebook and Twitter, to share information with the public. All social media posts shall be submitted

to the Department for Acceptance one Working Day in advance of inclusion on social media.

e. Stakeholder Distribution List

The Developer shall develop a master distribution list of contacts to be used for general PI, publications, and informational flyers/newsletters. The Department's database established through the I-70 East EIS shall be used as the basis for development of this list/database as well as the Department's GovDelivery messaging system. This list or database shall be submitted to the Department for Acceptance prior to issuance of NTP2 and updated annually throughout the duration of the Term. Through the Developer's data gathering process, the Developer shall assist the Department in supplementing the database and the GovDelivery messaging system.

f. Tours and Communication Events

The Developer shall, at the request of the Department, be available to participate in all media, business and government official tours of the construction areas. The Developer shall participate in the coordination and delivery of communication events (e.g. groundbreaking or grand openings). The Department will lead tours and events.

g. Lane Closure Reports

The Developer shall throughout the Term submit a Lane Closure Report each Thursday as required by Schedule 10, Section 2 Maintenance of Traffic for the following week (Saturday through Friday) for information. This report shall be provided to the list of contacts as provided by the Department.

h. Traffic Alerts

The Developer shall throughout the Term submit a weekly traveler alert each Thursday for distribution on GovDelivery and COTRIP weekly. The alert shall include I-70 Mainline, CDOT Roadways, and Local Agency Roadways and any activity that may impact the traveling public. Upcoming alerts shall be reviewed and discussed during the weekly Strategic Communications meetings.

i. Web Page Updates

The Developer shall work with the Department to develop internet web page content specifically for this Project and provide consistent updates with the latest Project information (web page development experience is not necessary as the Developer will supply information for the Department web page template). It shall contain all appropriate links to/from other sites if applicable, e.g., local city, county, bus service, etc. as well as associated graphics, e.g. detour maps. The Developer will ensure the web page is updated at least weekly, and otherwise as reasonably required, with pertinent schedule information, new photos, contact information, etc. All proposed updates to the web page content shall be submitted to the Department for Acceptance two Working Days in advance of inclusion on the website.

j. Project Newsletters

Throughout the Construction Period, the Developer shall prepare and distribute a quarterly newsletter. The newsletter shall be provided in English and Spanish. The first newsletter shall be distributed within 30 Calendar Days following the issuance of NTP2. The newsletter shall at a minimum provide summary information on the Project's purpose and schedule, list any upcoming job fairs or opportunities, list the Project information line, email address, web address, Project map and a construction safety message, and any other matters reasonably requested by the Department. The newsletter shall be submitted to the Department for Acceptance prior to distribution. The Department will provide the Developer a newsletter template which will include the Project's logo. The Developer shall be responsible for distributing the newsletter via mail and email to the master distribution list of contacts as described in Section 5.2.e of this Schedule 14.

k. Language Assistance for Limited English Proficient Persons

The Developer shall provide access to Limited English Proficient (LEP) persons. LEP persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. The Developer's Community Liaison shall ensure LEP assistance for the Project including, but not limited to, translation of communication materials, including meeting notices and newsletters, and providing interpretation services at meetings. The Developer shall document all measures taken to communicate with LEP persons and record all requests for language assistance and submit details thereof in the CPCP quarterly report and the MOCPP quarterly report.

l. Public Communication Collateral

The Developer shall develop a variety of outreach collateral to share information, including coping strategies, to the public as necessary for major project milestones such as long-term Closures or impactful Construction Work or O&M Work activities (i.e. nighttime noise, restricted access, Utility impacts, etc.). The Developer's Community Liaison shall work with the Department to determine which collateral shall be used. Collateral could include newsletters, fact sheets, emails, flyers, social media updates, etc and in all cases shall be submitted to the Department for Acceptance prior to distribution. The Developer shall use the Department provided branding on all PI materials throughout the Project and adhere to the CDOT *The Colorado Brand Guidelines*. The Developer shall not use its own logos or Subcontractor logos for public communications materials. All collateral material intended for broad distribution shall include Spanish translation.

m. Photos/Videos

Without prejudice to the Developer's obligations to take photos under Section 10 of Schedule 8 Project Administration, the Developer shall take and submit photos/videos of the Work on regular intervals. Except as noted below, a cell phone camera is permitted. Photographs/videos may include traffic control, paving, slope repair, erosion control, bridge deck and rail work, and other key areas of work identified by the Developer, Department, and PCM for use in reports to interested agencies, social media, and flyers. A minimum of two digital photographs shall be submitted each month to the Department. The Developer shall also develop videos for public distribution to share progress of the Project either annually or at key project milestones. Developer shall also develop videos as necessary to communicate key coping strategies as directed by the Department. The Developer shall provide professional aerial photographs annually to show progress of the corridor during the Construction Period.

n. Project Identification Signing

The Developer shall provide one large project identification sign for each direction of travel along the I-70 Mainline at the Project limits. Sign layout and position shall be Accepted by the Department prior to installation. Project identification signs shall be installed within 14 Calendar Days following the issuance of NTP2. Project identification signs shall be MUTCD compliant and contain the following information:

- i. Project logo;
- ii. Project start and estimated completion dates; and
- iii. Developer name and PI hotline number;

5.2.2. Response and Deliverables Protocol

- a. The Developer shall comply with Table 1 in responding to communications from stakeholders and the public:

**Table 1 Response Protocol**

Type of Communication	Timing of Response
Hotline calls	Check messages throughout day Respond same day (initial call) or within 24 hours (including weekends if work is occurring)
Email	Same day (within two Working Days for high volume situations)
Call from Department staff	As soon as possible (no later than 24 hours)
Webpage inquiries	Same day (within two Working Days for high volume situations)
Public meeting inquires	Within one week of the meeting

**5.3. CPCP Quarterly Reporting**

5.3.1. The Developer shall prepare a quarterly communications report during the Construction Period. The initial report shall be provided to the Department for Acceptance no later than 10 Working Days after the 90<sup>th</sup> Calendar Day following the issuance of NTP2. Each quarterly report shall be provided in English and, if requested by a member of the public, Spanish. The CPCP quarterly report shall include the following:

- a. A summary of primary Construction Work and O&M Work during Construction activities performed during the preceding quarter (refer to Progress Reports as required in Schedule 8 Project Administration);
- b. Detailed summary of Strategic Communication efforts as part of the Progress Report activities performed during the preceding quarter;
- c. Detailed summary of the ECWP as part of the Progress Report activities, environmental mitigation summary, and a list of the date and time of any PM10 alert thresholds reached or exceeded, in each case, during the preceding quarter;
- d. A summary of progress in implementing the Small and Disadvantaged Business Participation Plan's Construction Contract Plan from the preceding quarter;
- e. A summary of progress in implementing the Workforce Development Plan from the preceding quarter;
- f. Detailed summary of number of accidents cleared during the preceding quarter; and
- g. Detailed summary of measures taken to communicate with LEP persons and requests for language assistance during the preceding quarter.

**6. MAINTENANCE AND OPERATIONS COMMUNICATIONS PLAN**

**6.1. General Requirements**

6.1.1. The Developer shall prepare and maintain an MOCP in coordination with the Department to develop two-way communication of Project information with the public. This MOCP shall be used throughout the duration of the Operating Period to manage and implement the PI process. The MOCP shall be submitted to the Department for Approval prior Substantial Completion. The MOCP shall include the following:

- a. Planned Projects

This outreach consists of providing regular and continuous PI services throughout the duration of the Operating Period and must adhere to the specifications outlined in the High Performance Transportation Enterprise (HPTE) Strategic Communications and

Transparency Plan. The Developer shall coordinate with the Department to determine which level of Public Information management (PIM) activities are warranted prior to commencement of planned O&M Work (including Renewal Work) projects. Two tiers of planned projects require Developer PIM activities.

- i. Tier II PIM projects of medium to high impact which typically involve:
  - A. Moderate/High visibility from media/ public;
  - B. Moderate/High stakeholder involvement; and/or
  - C. Moderate/High impact to traveling public/ stakeholders;Examples: Grand Ave. Bridge, I-25 in CO Springs, I-76 (Brush to Ft. Morgan), US 36 Lyons to Estes Park, US 160/US 550 CFI Durango
- ii. Tier II PIM requirements apply under the following conditions:
  - A. The planned project is being conducted on a high-volume road with possibly a significant number of direct-access points/driveways;
  - B. The planned project is in or adjacent to a community's business center with high commuter/pedestrian/cycling traffic; changing work zones; variety of stakeholders (e.g., businesses, transit providers, commuters, tourists, etc.); and/or
  - C. The Department identifies a need for more consistent public information activities.
- iii. Tier II PIM requirements  
The Developer's PCM shall ensure the following activities are performed in relation to Tier II PIM projects:
  - A. Host a public meeting prior to commencement of, as well as (if warranted) during, the project;
  - B. Gather and manage a planned project specific Stakeholder Distribution List;
  - C. Establish a project information number for posting on static construction signs;
  - D. Complete a Lane Closure Report each week;
  - E. Deliver project flyers to those residences/businesses with direct access to highway and email to specific Users;
  - F. Meet with affected property owners as necessary;
  - G. Provide content for project web page, if warranted;
  - H. Answer and log calls/emails to the project information line/email address, tracking inquiries using Dialog; and
  - I. Assist with media relations, including providing information for or writing press releases.
- iv. Tier III projects are of medium impact which typically involve:
  - A. Moderate visibility from media/public;
  - B. Moderate stakeholder involvement; and/or
  - C. Moderate impact to traveling public/ stakeholders.Examples: I-25 Lane Balancing, US 287 Resurfacing, US 50 Delta to Montrose resurfacing

- v. Tier III PIM requirements apply under the following conditions:
  - A. The planned project is being conducted on a mid-volume road with possibly a significant number direct-access points/driveways;
  - B. The planned project is in a location with relatively high commuter/tourist traffic, and changing work zones; and/or
  - C. The Department identifies a need for consistent public information.
- vi. Tier III PIM requirements  
The Developer's PCM shall ensure the following activities are performed in relation to Tier III PIM projects:
  - A. Establish a project number for construction signs;
  - B. Complete a Lane Closure Report each week;
  - C. Deliver project flyers to those residences/businesses with direct access to highway and email to specific Users;
  - D. Meet with affected property owners as necessary;
  - E. Provide content for project web page, if warranted;
  - F. Answer and log calls/emails to the project information line/email address, tracking inquiries using Dialog; and
  - G. Assist with media relations, including providing information for or writing press releases.
- b. Safety-Related Complaints  
The Developer shall report safety-related complaints to the Department within one Calendar Day of receipt by Developer unless the circumstance that is the subject of a complaint constitutes an immediate hazard in which case the Developer shall notify the Department as soon as practicable after the receipt of such complaint but in any event no later than 1 hour after receipt. The Developer shall respond to valid complaints or requests to the extent that the complaints or requests cover issues within the scope of the Developer's responsibilities under Schedule 11 Operations and Maintenance Requirements. The Developer shall convey any requests for services that are beyond the scope of its obligations under this Agreement to the Department. All complaints and response shall be recorded in the Dialog system.
- c. Operations and Maintenance Education  
The Developer shall assist the Department in outreach and education messages to help clarify unfamiliar, complex or often misunderstood concepts related to the Project's long-term O&M, allowing the public to make informed decisions. Topics include HOV 3, Travel Demand Management, and accessing Tolloed Express Lanes. Outreach must adhere to the specifications outlined in the High Performance Transportation Enterprise (HPTE) Strategic Communications and Transparency Plan.
- d. Maintenance and Operations Communications Plan Quarterly Reporting  
The Developer shall prepare and submit quarterly maintenance and operations communications reports during the Operating Period. The initial report shall be provided to the Department for Acceptance no later than 10 Working Days after the 90<sup>th</sup> Calendar Day following Substantial Completion. Each quarterly report shall be provided in English and with Spanish translation, if requested by a member of the public, and shall include the following:
  - i. Details of primary O&M Work activities performed during the preceding quarter (refer to Progress Reports as required in Schedule 8 Project Administration);

- ii. Detailed summary of MOCP activities performed during the preceding quarter;
- iii. Detailed summary of the ECWP as part of the Progress Report activities during the preceding quarter;
- iv. A summary of progress in implementing the Small and Disadvantaged Business Participation Plan's O&M Contract Plan from the preceding quarter;
- v. Detailed summary of number of accidents cleared during the preceding quarter;
- vi. A summary of all calls and emails as recorded in the Dialog system; and
- vii. Detailed summary of measures taken to communicate with LEP persons and requests for language assistance during the preceding quarter.

#### 6.1.2. Emergency Maintenance

- a. The MOCP shall establish a communications procedure for Emergency maintenance. The MOCP shall specify which communications tools will be utilized to communicate the impacts of repairs.
- b. For Emergency maintenance, the Developer shall immediately provide the following information to the Department and the CTMC.
  - i. Description of the activity and why it is necessary;
  - ii. Start of the activity;
  - iii. End of the activity including any updates to the above;
  - iv. Impacts to traffic and property (businesses and residences);
  - v. Communications tools to share information (Variable Message Sign boards, GovDelivery alert, Twitter, photos, etc.); and
  - vi. Contact number.
- c. Once work is completed the Developer shall also contact the Department's Communications Manager and the CTMC.

## 7. CRISIS COMMUNICATIONS PLAN

### 7.1. General Requirements

- 7.1.1. The Developer shall prepare and maintain a Crisis Communications Plan (CCP) for the Developer's response to Emergencies and incidents at any time during the Term. The Developer shall coordinate this approach with the Developer's overall Incident Management Plan. The Developer's CCP shall be submitted to the Department for Approval prior to the issuance of NTP 1.
- 7.1.2. In an event of a crisis, the Department will be the lead agency to handle communication with the media, public, the Department staff, etc. The Developer shall be available to help coordinate with the Department and provide information necessary to respond to the crisis.
- 7.1.3. The CCP shall include:
  - a. Types of potential Emergencies;
  - b. Designated staff to respond to the Emergency;
  - c. Approaches to addressing potential Emergencies; and
  - d. Boilerplate messaging that includes:
    - i. Cause of specific disruptions (whether construction related or not);
    - ii. Actions being taken to alleviate the problem;
    - iii. Impact to the public and notification procedures;

- iv. Instructions for coping with/avoiding the impact (e.g. detours) and
- v. Anticipated duration of the disruption.

7.1.4. The Developer shall provide specific details on internal coordination and communication that will occur with the Developer team, the Department, and other stakeholders.

7.1.5. Emergency Information Dissemination - Communications Tree

The CCP shall include an Emergency response telephone and email tree established by the Developer. All appropriate personnel shall be included on this communications tree for immediate response in the event of an Emergency. The telephone/email tree shall be divided into areas of expertise so the proper people are called and/or emailed for specific Emergency situations. The Project Director, PCM, and the Developer shall be included on the communications tree for notification of any Emergency that may arise. The Developer shall develop and maintain a contact list of Emergency service providers as part of its CCP. The Developer shall provide information to Emergency service providers. The Developer shall submit the Emergency response communications tree to the Department, for Acceptance, prior to the issuance of NTP 1.

**8. DELIVERABLES AND PUBLIC NOTIFICATIONS**

**8.1. Deliverables**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the timeframes specified:

**Table 2 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Developer's Communications Team Details	Information	Prior to the issuance of NTP 1. Updates submitted quarterly during the Construction Period, annually during the Operating Period and otherwise as required
Public Involvement Services Contact Sheet	Information	Prior to the issuance of NTP 1. Updates submitted annually and otherwise as required
Stakeholder Distribution List	Acceptance	Prior to the issuance of NTP 2. Updates submitted annually
Construction Period Communications Plan (CPCP)	Approval/Acceptance	Prior to the issuance of NTP 1 for Approval Updates submitted annually for Acceptance
Maintenance and Operations Communications Plan (MOCP)	Approval/Acceptance	Prior to Substantial Completion for Approval Updates submitted annually for Acceptance
CPCP Quarterly Report	Acceptance	10 Working Days after 90 Calendar Days after issuance of NTP 2; quarterly thereafter
MOCP Quarterly Report	Acceptance	10 Working Days after 90 Calendar Days after Substantial Completion; quarterly thereafter
Crisis Communications Plan (CCP)	Approval/Acceptance	Prior to the issuance of NTP 1 for Approval Updates submitted annually for Acceptance

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Emergency response communications tree	Acceptance	Prior to the issuance of NTP 1
Traffic alerts/media releases	Acceptance	Weekly by Thursday at 10:30 a.m.
Lane Closure Reports	Information	Weekly by Thursday at 10:30 a.m.
Newsletters	Acceptance	Five Working Days prior to scheduled quarterly distribution date during the Construction Period
Project identification sign layout	Acceptance	To permit installment by 14 Calendar Days following the issuance of NTP 2
Fliers, posters or other public material	Acceptance	As needed, five Working Days prior to the scheduled distribution date or, in cases of rapid response, 48 hours prior to distribution
Photos	Acceptance	Two a month or as requested Aerial photographs annually during the Construction Period
Video	Acceptance	One annually or at key project milestones
Social media posts	Acceptance	As needed, one Working Day in advance of inclusion on social media
Web page content	Acceptance	Weekly or as often as reasonably required, two Working Days in advance of inclusion on the website

**8.2. Public Notification**

The Developer shall comply with Table 3 in providing the following information to the public:

**Table 3 Submittal Time to the Public**

Deliverable	When to be published
Full road closures, detours, and major traffic impacts lasting seven Calendar Days or longer	14 Calendar Days prior to the beginning of activity in any area of the Project.
Major project activities (such as major lane shifts, bridge demolitions, etc.) lasting seven Calendar Days or less	7 Calendar Days prior to the beginning of the activity.
Other remaining types of Construction Activities in any area of the Project including: <ul style="list-style-type: none"> <li>▪ Night Work</li> <li>▪ Heavy Noise Work</li> <li>▪ Utilities</li> <li>▪ Change of business/residential access</li> </ul>	7 Calendar Days prior to the beginning of activity in any area of the Project or as determined jointly by the Developer and Department.
Other construction updates (e.g., cancellation of planned closures, additional lane closures, closure removals, major traffic shifts, etc.) that directly impact the public.	As soon as known with at least 24 hours' notice.

**Schedule 15  
Federal and State Requirements**

**1. GENERAL REQUIREMENTS**

**1.1. Civil Rights Program Manager**

1.1.1. The Developer shall retain a full-time Civil Rights Program Manager (“CRPM”) who shall be responsible for the day-to-day operational components of, and serve as the primary contact to the Department for, all matters and requirements concerning:

- a. Davis-Bacon and related Acts (contained in Section 2.1 of this Schedule 15);
- b. equal employment opportunity (contained in Section 2.2 of this Schedule 15);
- c. Title VI of the Civil Rights Act (contained in Section 2.3 of this Schedule 15);
- d. Americans with Disabilities Act (contained in Section 2.4 of this Schedule 15);
- e. compliance with certain Federal Law requirements relating to the matters set out in Parts I through V of Appendix H to this Schedule 15 (contained in Section 2.5 of this Schedule 15);
- f. small business participation and workforce development (contained in Sections 5 and 6 of this Schedule 15); and
- g. community development programs (contained in Section 8 of this Schedule 15)

(together, the “Civil Rights Requirements”).

1.1.2. The CRPM shall have at least three years’ professional experience working on design-build or other related alternative delivery construction projects and knowledge of small business and workforce applicable regulations and best practices to ensure compliance with all the Civil Rights Requirements.

1.1.3. The CRPM position shall be filled prior to issuance of NTP1, and remain filled through the duration of the Construction Period. The appointment of the CRPM, and any replacement thereof, shall be subject to the Department’s Acceptance. Prior to Substantial Completion, the Developer shall identify the individual/position responsible for compliance with the Civil Rights Requirements for the remainder of the Term.

**1.2. Construction Period Meetings and Reporting**

**1.2.1. Monthly Meeting Requirement**

The Developer, through its CRPM, shall host monthly meetings with the Department during the Construction Period at such times and locations as are reasonably convenient to the Department. The purpose of such meetings shall be to discuss all matters concerning the Civil Rights Requirements.

**1.2.2. Monthly Reporting Requirements**

As part of its monthly Progress Report submissions made during the Construction Period pursuant to Section 4.1.1 of Schedule 8 (*Project Administration*), the Developer shall submit all reports referenced in this Schedule 15 as applicable during the Construction Period, including as necessary to comply with the Construction Period small business participation reporting requirements contained in Appendix A to this Schedule 15, the Construction Period workforce development program reporting requirements contained in Appendix B to this Schedule 15 and the Davis-Bacon reporting requirements contained in Section 2.1.3 of this Schedule 15.

**1.2.3. Semi-Annual Self-Assessment**

No later than each anniversary of the commencement of each Contract Year and of the date that is six months thereafter in each Contract Year during the Construction Period, the Developer shall submit to the Department an assessment of its progress toward achieving the Small Business

and Workforce Goals applicable during the Construction Period. Additional requirements for such self-assessments are contained in Appendices A and B to this Schedule 15.

**1.2.4. Annual Progress Review**

During the Construction Period the Developer shall participate in an annual review (on a Contract Year basis) of its progress toward achieving the Small Business and Workforce Goals applicable during the Construction Period. Additional requirements for such reviews are contained in Appendices A and B to this Schedule 15.

**1.3. Operating Period Meetings and Reporting**

**1.3.1. Monthly Reporting Requirement**

As part of its monthly Progress Report submissions made during the Operating Period pursuant to Section 4.1.1 of Schedule 8 (Project Administration), the Developer shall submit all reports referenced in this Schedule 15 as applicable during the Operating Period, including as necessary to comply with the [small business and/or OJT] Operating Period reporting requirements contained in Appendix C to this Schedule 15<sup>1</sup> and the Davis-Bacon reporting requirements contained in Section 2.1.3 of this Schedule 15.

**1.3.2. Annual Progress Review**

During the Operating Period the Developer shall participate in an annual review (on a Contract Year basis) of its progress toward achieving the Small Business and Workforce Development Goals applicable during the Operating Period. Additional requirements for such reviews are contained in Appendix C to this Schedule 15.

**1.4. Noncompliance Events**

**1.4.1. Construction Period**

**Failure to Achieve Construction Work Small Business Goals**

- a. The failure by the Developer both (a) to achieve any Construction Work Small Business Goal as of the Final Acceptance Date and (b) to have made good faith efforts (as determined by reference to Part II of Appendix A to this Schedule 15) to achieve such goal shall constitute a Noncompliance Event. If such Noncompliance Event occurs, for the purposes of the “Number of Points” column in respect of item 2.69 in Table 6A-2 of Schedule 6 (Performance Mechanism), the number of Noncompliance Points that accrue shall be determined as follows (with the result to be rounded to the nearest whole number)<sup>2</sup>:

*((Relevant Construction Work Small Business Goal Percentage – Actual Percentage of Relevant Participation Achieved) x (Total Dollar Value of all Design Services or Other Construction Work, as applicable)) / \$5,000 = Number of Noncompliance Points*

**Failure to Achieve Construction Period OJT Goal**

- b. The failure by the Developer to achieve the Construction Period OJT Goal as of the Final Acceptance Date shall constitute a Noncompliance Event. If such Noncompliance Event occurs, for the purposes of the “Number of Points” column in respect of item 2.70 in Table 6A-2 of Schedule 6 (Performance Mechanism), the number of Noncompliance Points that accrue shall be determined as follows (with the result to be rounded to the nearest whole number):

*(Construction Period OJT Goal – Actual OJT Employed Hours During The Construction Period) / 175 = Number of Noncompliance Points*

<sup>1</sup> **Note to Proposers:** To be added in a future Addendum.

<sup>2</sup> **Note to Proposers:** The method of calculation set out below is still under consideration by the Procuring Authorities.

1.4.2. **Operating Period**

**Failure to Achieve Routine Maintenance ESB Goal**

- a. The failure by the Developer both (a) to have achieved the Routine Maintenance ESB Goal, as of the last date in any triennial period in respect of which the Routine Maintenance ESB Goal is assessed pursuant to Section 6.2.2 of this Schedule 15, and (b) to have made good faith efforts to achieve such goal shall constitute a Noncompliance Event. If such Noncompliance Event occurs, for the purposes of the "Number of Points" column in respect of item 2.71 in Table 6A-2 of Schedule 6 (Performance Mechanism), the number of Noncompliance Points that accrue shall be determined as follows (with the result to be rounded to the nearest whole number)<sup>3</sup>:

*(Routine Maintenance ESB Goal – Value of Routine Maintenance ESB Work [calculated pursuant to ] ) / \$5,000 (indexed) = Number of Noncompliance Points*

**Failure to Achieve Renewal Work DBE Goal**

- b. [Renewal Work DBE Goal NCE Provision]<sup>4</sup>

**Failure to Achieve Renewal Work OJT Goal**

- c. [Renewal Work OJT Goal NCE Provision]<sup>5</sup>

**2. LABOR, EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

**2.1. Davis-Bacon and Related Acts (DBRA) Compliance**

**2.1.1. Application to all Construction, Alteration and Repairs**

The Davis-Bacon and Related Acts (40 USC §276a; 29 CFR Parts 1, 3, 5, 6 and 7) (the "DBRA") apply to the Developer and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The Developer shall ensure that the requirements of the DBRA are implemented on all applicable Subcontracts throughout the Term.

**2.1.2. Wage Rates**

The wage rates to be used for purposes of compliance with this Section 2.1 of this Schedule 15 throughout the duration of the Term are attached as Appendix D to this Schedule 15.

**2.1.3. Compliance and Reporting**

The Developer shall ensure that all employees working during the Term and under all DBRA-applicable contracts receive the minimum compensation required in accordance with DBRA and other Law. The Developer shall provide monthly payroll reports to the Department throughout the Term for all activities subject to DBRA. During the Construction Period, the CRPM shall be the person responsible for reporting this data to the Department.

**2.2. Equal Employment Opportunity**

**2.2.1. Executive Order 11246**

The Developer shall, and shall ensure that all Subcontractors shall, comply with all Laws that prohibit certain employment practices. In furtherance of this and in accordance with Executive Order 11246 and Appendix E to this Schedule 15, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The provisions contained in Appendix E to this Schedule 15 shall be included in all Subcontracts without modification except as appropriate to identify the Subcontractor who will be subject to the provisions of such Subcontract.

<sup>3</sup> **Note to Proposers:** The method of calculation set out below is still under consideration by the Procuring Authorities.

<sup>4</sup> **Note to Proposers:** Equivalent provision related to the Renewal Work DBE Goal to be added in a future Addendum.

<sup>5</sup> **Note to Proposers:** Equivalent provision related to the Renewal Work OJT Goal (if any) to be added in a future Addendum.

**2.2.2. Affirmative Action**

The Developer shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. The Developer shall, and shall ensure that all Subcontractors shall, comply with CDOT's Standard Special Provision "Affirmative Action Requirements Equal Employment Opportunity" (attached as Appendix F to this Schedule 15). Appendix F shall be included in all Subcontracts without modification except as appropriate to identify the Subcontractor who will be subject to the provisions of such Subcontract.

**2.3. Title VI of the Civil Rights Act and Related Statutes**

**2.3.1. Non-Discrimination Provisions**

Pursuant to Title VI of the Civil Rights Act of 1964 and related statutes, the Developer shall not, and shall ensure that none of the Subcontractors shall, exclude from participation in the Work, deny the benefits of, or subject to discrimination, any person in the United States on the ground of race, color, national origin, sex, age or disability. The Developer shall, and shall ensure that all Subcontractors shall, comply with all applicable Federal and State nondiscrimination Law and with the required terms of USDOT Order No.1050.2A "USDOT Standard Title VI/Non-Discrimination Assurances, which are set out in Appendix G to this Schedule 15. The Developer shall include the clauses contained in Parts I through IV of Appendix G in all Subcontracts without modification except as appropriate to identify the Subcontractor who will be subject to the provisions of such Subcontract.

**2.3.2. Notice and Complaints**

The Developer shall, and shall ensure that all Subcontractors shall, report all complaints alleging discrimination on the grounds of race, color, national origin, sex, age or disability to the Department. In all facilities open to the public and on any websites (or equivalent digital media) maintained by the Developer for the Project, the Developer shall post and make available to the public CDOT's non-discrimination notice and complaint procedures.

**2.4. Americans with Disabilities Act**

Pursuant to Federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR § 35.101 et seq., the Developer, and each of its Subcontractors and each of their Subcontractors, understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Developer agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by CDOT through contracts with outside contractors.

**2.5. Required Federal Provisions, Federal-Aid Construction Contracts, for FHWA 1273**

**2.5.1. Applicability**

As the Construction Work and Renewal Work will be financed in whole or in part with Federal funds, all the statutes, rules and regulations promulgated by the Federal government and applicable to work financed in whole or in part with Federal funds will apply to such work. In accordance with Section 1 of The "Required Contract provisions, Federal-Aid Construction Contracts, Form FHWA 1273" ("FHWA 1273") attached as Appendix H to this Schedule 15, FHWA 1273 applies to, and shall be included in, this Agreement and (subject to Section 2.5.3 of this Schedule 15) all Subcontracts under which any part of the Construction Work or the Renewal Work is performed, excluding those Subcontracts relating to the provisions of design services or Subcontracts that are purchase orders, rental agreements or other agreements for supplies or services.

### 2.5.2. Definitions

For purposes of Appendix H to this Schedule 15 the following terms or phrases in FHWA 1273 shall have the respective meanings set out below:

- a. "Department contracting officer", "Department resident engineer", or "authorized representative of the Department" shall mean the Department or its authorized representative;
- b. "contractor", "prime contractor", "bidder" or "prospective primary participant" shall mean the Developer or its authorized representative and/or the Construction Contractor or its authorized representative and/or the O&M Contractor or its authorized representative, as may be appropriate under the circumstances;
- c. "contract" or "prime contract" shall mean the Construction Contract or any other Subcontract as may be appropriate under the circumstances;
- d. "subcontractor", "supplier", "vendor", "prospective lower tier participant" or "lower tier subcontractor" shall mean, as appropriate, contractors other than the Construction Contractor or any other Subcontractor as may be appropriate under the circumstances; and
- e. "department", "agency" or "department or agency entering into this transaction" shall mean the Department, except where a different department or agency is specified.

### 2.5.3. Sections Applying to the Construction Contractor

In accordance with Section 17.2 of the Project Agreement, Sections VI.1 and VI.2 of FHWA Form 1273 shall apply only to the Construction Contractor.

### 2.5.4. Compliance Reviews

The Department will periodically conduct compliance reviews to ensure that the Developer and all Subcontractors are complying with the requirements of FHWA 1273.

The Developer shall, and shall ensure that Subcontractors, remedy any noncompliance with the requirements of FHWA 1273 in a timely manner, whether or not such noncompliance is first identified by the Department.

## 3. COMPLIANCE WITH FHWA BUY AMERICA REQUIREMENT

### 3.1. General Requirement

The Developer shall, and shall cause each Subcontractor (as applicable), to comply with the FHWA Buy America Requirement in 23 CFR 635.410, which permits FHWA participation in this Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 % of the aggregate value of the Construction Work to be performed under the Construction Contract.

### 3.2. Additional Documentation Requirements

Additional Buy America documentation requirements are contained in Section 6.4.3.b.iv of Schedule 8 (Project Administration). Developer shall require each Subcontractor providing steel and iron material to the Project to complete and submit to Developer all certificates required for Developer to comply with its obligations under Section 6.4.3.b.iv of Schedule 8 (Project Administration).

#### **4. GENERAL FEDERAL REQUIREMENTS**

##### **4.1. Non-Collusion**

The provisions in this Section 4.1 are applicable to all contracts except contracts for Federal Aid Secondary Projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the FHWA of this Agreement that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom this Agreement would be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C., Sec. 1746 was included in the Proposal.

##### **4.2. Convict Produced Materials**

FHWA Federal-aid projects are subject to 23 CFR § 635.417, Convict produced materials. Materials produced after July 1, 1991 by convict labor may only be incorporated in a Federal aid highway construction project if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison, or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials for use in Federal aid highway construction does not exceed the amount of such materials produced in such project for use in Federal aid highway construction during the 12 month period ending July 1, 1987. The Developer and each Subcontractor shall comply with such requirements and the Developer agrees to include this Section 4.2 in each Subcontract, without modification except as appropriate to identify the Subcontractor who will be subject to the provisions of such Subcontract.

##### **4.3. Access to Records and Record Retention**

As required by 49 CFR 18.36(i)(10), and without limiting the Developer's obligations under Section 19 of the Project Agreement, the Developer and its Subcontractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of the Developer and such Subcontractors which are directly pertinent to any grantee, subgrantee or financing contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof. In addition, as required by 49 CFR 18.36(i)(11), the Developer and its Subcontractors shall retain all such books, documents, papers, and records for three years after final payment is made pursuant to any such contract and all other pending matters are closed (or, if applicable, for such longer period as is required pursuant to Sections 19.1.6 and 19.1.7 of the Project Agreement). The Developer agrees to include this Section 4.3 in each Subcontract, without modification except as appropriate to identify the Subcontractor who will be subject to the provisions of such Subcontract.

#### **5. SMALL BUSINESS PARTICIPATION AND WORKFORCE DEVELOPMENT**

##### **5.1. Required Plans for the Construction Period<sup>6</sup>**

The Developer shall submit, and obtain Approval from the Department of, a Small and Disadvantaged Business Participation Plan (for purposes of this Schedule 15, the "SDBPP") and a Workforce Development Plan (for purposes of this Schedule 15, the "WDP") prior to the issuance of NTP1. Both plans shall be consistent with and expand upon the draft plans contained in the Proposal. Requirements for the SDBPP are contained in Appendix A to this Schedule 15 and requirements for the WDP are contained in Appendix B to this Schedule 15.

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<sup>6</sup> **Note to Proposers:** The Enterprises are considering whether additional plans will be required with respect to the Operating Period. Details regarding any such plans will be provided in a future Addendum.

## 5.2. Investigations

As it determines necessary, the Department may conduct reviews or investigations of participants in the Project to ensure Developer's compliance with its obligations under this Schedule 15 with respect to DBEs, ESBs, OJT and local hiring, including: the Developer; all Subcontractors; DBE and ESB firms and applicants for DBE and/or ESB certification that are not themselves Subcontractors; all OJT and local hire participants; and complainants. The Developer is required to (and shall ensure its Subcontractors and each of their Subcontractors) cooperate fully and promptly with compliance reviews, certification reviews, investigations and other requests for information, in any such case, by the Department in connection with Developer's compliance with this Section 5 and Section 6 of, and Appendices A, B and C to, Schedule 15.

## 5.3. Intimidation and retaliation

The Developer shall not (and shall ensure that its Subcontractors and each of their Subcontractors shall not) intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by CDOT's DBE, ESB or OJT programs or the Project's local hiring program, each as implemented for this Project pursuant to this Schedule 15, or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under any such program.

## 5.4. Assurance of Non-Discrimination

By entering into this Agreement, the Developer agrees to the following assurance (which for purposes of Developer Default number (28) in Section 32.1.1 of the Project Agreement shall constitute a material obligation) and shall include it in all Subcontracts without modification except as appropriate to identify the Subcontractor who will be subject to the provisions of such Subcontract:

*The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.*

## 5.5. OJT Program and Minimum Wages

The intent of the On-the-Job Training (OJT) program plan is to provide an innovative approach to train and upgrade females and minorities in the journey worker status of the skilled crafts. Training opportunities may be provided with on-the-job trainees or duly registered apprentices.

The minimum wage rates for OJT program participants are [ ].<sup>7</sup> The Developer shall ensure that payment to all OJT program participants is not less than such minimum rates from time to time. In addition, trainees/apprentices working in the skilled crafts must be paid the Davis-Bacon wage decision full fringe benefit rate per hour for the classification of work required by the approved program in accordance with Appendix D to this Schedule 15.

## 6. SMALL BUSINESS AND WORKFORCE DEVELOPMENT GOALS

### 6.1. Summary of Goals

The following table summarizes the goals defined in greater detail in Sections 6.2 and 6.3 of, and Appendices A, B and C to, this Schedule 15 with respect to DBEs, ESBs, OJT and local hiring.

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<sup>7</sup> **Note to Proposers:** Wage rates will be established in a future Addendum.

Collectively, the Construction Work Small Business Goals, the Operating Period Small Business Goals and the Workforce Development Goals (each as separately defined in Sections 6.2 and 6.3 of this Schedule 15) are referred to herein as the “Small Business and Workforce Goals”.

	Disadvantaged Business Enterprise	Emerging Small Business	On-the-Job-Training	Local Hiring
<b>Construction Period</b>				
Design Services	<b>11.6%</b>	<b>3%</b>	<b>N/A</b>	<b>TBD<sup>8</sup></b>
Other Construction Work	<b>12.5%</b>	<b>3%</b>	<b>105,000 employment hours</b>	
<b>Operating Period</b>				
Routine Maintenance	<b>N/A</b>	<b>\$510,000 (indexed) every three years</b>	<b>N/A</b>	<b>N/A</b>
Renewal Work	<b>TBD Triennially</b>	<b>N/A</b>	<b>TBD<sup>9</sup></b>	<b>N/A</b>

**6.2. Small Business Goals**

**6.2.1. Construction Period Goals**

- a. As further outlined in Appendix A to this Schedule 15, the Developer shall make good faith efforts to achieve the DBE and ESB Construction Period goals set out in Section 6.1 of this Schedule 15: DBE Design Goal (11.6%); ESB Design Goal (3%); DBE Construction Goal (12.5%); and ESB Construction Goal (3%) (collectively, the “Construction Work Small Business Goals”).
- b. The Developer shall also assist in the Development of DBEs and ESBs as outlined in the Developer’s Approved SDBPP. The Developer shall ensure that during the Construction Period at least one of its (or its Subcontractors’) employees has three or more years of experience in small business outreach and capacity building.

**6.2.2. Operating Period Goals**

- a. During the Operating Period the Developer shall make good faith efforts to achieve the Routine Maintenance ESB Goal and the Renewal Work DBE Goal (collectively, the “Operating Period Small Business Goals”) as set out below.

**Routine Maintenance ESB Goal<sup>10</sup>**

- b. As further outlined in Appendix C to this Schedule 15, commencing with the Contract Year in which Substantial Completion occurs, the Developer shall make good faith efforts to achieve \$510,000 (indexed) of ESB participation in the Routine Maintenance (the “Routine Maintenance ESB Goal”) during each sequential three Contract Year period during the Operating Period (provided that the amount of such goal shall be prorated for the first Contract Year in such period to account for the Substantial Completion Date occurring part way through a Contract Year).
- c. The Developer and the Department shall meet at agreed upon intervals, but no less than annually, to evaluate the Developer’s progress toward achieving the Routine Maintenance ESB Goal (such meeting may be the annual progress review held pursuant to Section 1.3.2 of this Schedule 15).

<sup>8</sup> **Note to Proposers:** To be provided in a future Addendum.

<sup>9</sup> **Note to Proposers:** To be provided in a future Addendum.

<sup>10</sup> **Note to Proposers:** Further details in relation to the method of calculation of this goal to be included in a future Addendum.

- d. At the end of each triennial period, the Department will evaluate whether the Developer has achieved the Routine Maintenance ESB Goal and its efforts to achieve such goal, in order to determine whether a Noncompliance Event has occurred pursuant to Section 1.4.2.a of this Schedule 15. Whether or not the Developer has achieved the goal, the Developer shall submit for review by the Department documentation evidencing the good faith efforts that the Developer considers it has taken to achieve the goal.

**Renewal Work DBE Goal<sup>11</sup>**

- e. As further outlined in Appendix C to this Schedule 15, commencing with the Contract Year in which Substantial Completion occurs, the Developer shall make good faith efforts to achieve the Renewal Work DBE Goal (as defined in Section 6.2.2.f of this Schedule 15) during each sequential three Contract Year period during the Operating Period (provided that such goal shall be adjusted as necessary for the first Contract Year in such period to account for the Substantial Completion Date occurring part way through a Contract Year).
- f. Prior to the Substantial Completion Date, and thereafter prior to the end of each triennial period referenced in Section 6.2.2.e of this Schedule 15, the Department shall notify the Developer of a goal for DBE participation on Renewal Work during each such triennial period (the "Renewal Work DBE Goal"). The Department shall determine such goal based on a review of the Accepted Renewal Work Plan submitted prior to the Substantial Completion Date.
- g. The Developer and the Department shall meet at agreed upon intervals, but no less than semi-annually, to evaluate the Developer's progress toward achieving the Renewal Work DBE Goal (such meeting may be the annual progress review held pursuant to Section 1.3.4 of this Schedule 15).
- h. At the end of each triennial period, the Department will evaluate whether Developer has achieved the Renewal Work DBE Goal and its efforts to achieve such goal, in order to determine whether a Noncompliance Event has occurred pursuant to Section 1.4.2.b of this Schedule 15. Whether or not the Developer has achieved the goal, the Developer shall submit for review by the Department documentation evidencing the good faith efforts that the Developer considers it has taken to achieve the goal.

**6.3. Workforce Development Goals**

The Developer is obligated to achieve the Local Hiring Goal, the Construction Period OJT Goal and the Renewal Work OJT (Goal collectively defined as the "Workforce Development Goals"), as further detailed in this Section 6.3.

**6.3.1. Construction Period Goals**

**On-the-Job Training Goal**

- a. The Developer shall achieve the OJT goal for the Construction Period set out in Section 6.1 of this Schedule 15 (the "Construction Period OJT Goal"), as calculated by reference to Other Construction Work comprised of skilled craft work and otherwise in accordance with Appendix B to this Schedule 15. Failure to achieve the Construction Period OJT Goal shall constitute a Noncompliance Event pursuant to Section 1.4.1.b of this Schedule 15.

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<sup>11</sup> **Note to Proposers:** Further details in relation to the method of calculation of this goal to be included in a future Addendum.

**Local Hiring Goal<sup>12</sup>**

- b. The local hiring goal for the Construction Period is [ ]%<sup>13</sup> local worker participation of all contract labor hours (the “Local Hiring Goal”), as calculated in accordance with Appendix B to this Schedule 15.<sup>14</sup> The Developer shall [ ]<sup>15</sup> to achieve this goal.

**6.3.2. Operating Period OJT Goal**

The Developer shall achieve the OJT goal for the Operating Period set out in Section 6.1 of this Schedule 15 (the “Renewal Work OJT Goal”), as calculated by reference to Renewal Work comprised of skilled craft work and otherwise in accordance with Appendix C to this Schedule 15.<sup>16</sup> Failure to achieve the Renewal Work OJT Goal shall constitute a Noncompliance Event pursuant to Section 1.4.2.c of this Schedule 15.

**7. COMMUNITY DEVELOPMENT PROGRAMS**

[ ]<sup>17</sup>

**8. DELIVERABLES**

At a minimum, the Developer shall submit the following to the Department for Information, Acceptance, or Approval in accordance with the specified timeframes:

**Table 1. Deliverables**

Deliverable	Information, Acceptance, or Approval	Schedule
Details of the CRPM	Acceptance	Prior to the issuance of NTP1, and at the time of any replacement
WDP	Approval	Prior to the issuance of NTP1
Yearly WDP update	Approval	Yearly during Construction Period
Yearly SDBPP update	Approval	Yearly during Construction Period
Approval form for each proposed OJT apprentice and trainee	Approval	Approval must occur before training begins
OJT and local hire monthly reports	Acceptance	Monthly during Construction Period
Semi-annual workforce development assessment	Approval	Every six months during the Construction Period
Construction Period workforce development final report	Approval	Within 30 Days after the Substantial Completion Date, with updates as needed within 30 Calendar Days after the Final Acceptance Date
Davis-Bacon monthly reports	Acceptance	Monthly
SDBPP	Approval	Prior to the issuance of NTP1
Commitment Confirmation Form for each DBE and ESB commitment	Acceptance	Submit by 10th Working Day of each month, and no earlier than 90 days prior to the firm commencing work during the Construction Period

<sup>12</sup> **Note to Proposers:** The Department has received full approval from FHWA to have local hiring preferences in this contract. A local hiring goal for a yet to be determined geographic area is expected to be announced in a future Addendum. All local hiring provisions are subject to change according to the FHWA approval process for Special Experimental Project No. 14-Local Labor Hiring Program. In addition, in the context of the local hiring provisions, the Procuring Authorities are considering the application of the FY2016 Appropriations Act. Additional details will be provided on these matters in a future Addendum.

<sup>13</sup> **Note to Proposers:** To be provided in a future Addendum.

<sup>14</sup> **Note to Proposers:** There will be no assessment of Noncompliance Points for failing to meet this goal, but there will be incentives for meeting this goal. Details to be provided in a future Addendum.

<sup>15</sup> **Note to Proposers:** To be provided in a future Addendum.

<sup>16</sup> **Note to Proposers:** To be detailed in a future Addendum.

<sup>17</sup> **Note to Proposers:** Provisions will be included in a future Addendum. Refer to Section 2.3.7 of Part B of the ITP.

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Commitment Modification Form	Acceptance	Submit at time of occurrence requiring termination or modification or, if that is not possible, within five days of the occurrence during the Construction Period
Construction Period small and disadvantaged business monthly reports	Acceptance	Monthly during Construction Period
Semi-annual small and disadvantaged business assessment	Approval	Every six months during the Construction Period
Annual small and disadvantaged business performance progress review report	Acceptance	Yearly during Construction Period
Construction Period small and disadvantaged business final report	Approval	Within 30 Days after the Substantial Completion Date, with updates as needed within 30 Calendar Days after the Final Acceptance Date
Uniform report of DBE awards or commitments and payments form	Acceptance	Yearly
Monthly participation report for Routine Maintenance ESB Goal	Acceptance	Monthly during Operating Period
Uniform Report of DBE Awards or Commitments and Payments Form	Acceptance	Submit bi-annually by May 15 and November 15 during the Construction Period
Annual EEO Report (FHWA Form PR 1391)	Acceptance	Annually by August 15

**9. APPENDICES**

- Appendix A Construction Work Small Business Goals Compliance and Plan Requirements
- Appendix B Construction Period Workforce Development Goals Compliance and Plan Requirements
- Appendix C Operating Period Goals Compliance and Plan Requirements
- Appendix D Davis-Bacon Wage Decision
- Appendix E Executive Order No. 11246
- Appendix F CDOT's Special Standard Provision for "Affirmative Action Requirements Equal Employment Opportunity"
- Appendix G USDOT Standard Title VI/Non-Discrimination Assurances
- Appendix H FHWA Form 1273 (Revised May 1, 2012)

**Appendix A**  
**Construction Work Small Business Goals Compliance and Plan Requirements**

**Part I. Small and Disadvantaged Business Participation Plan (SDBPP)**

The Developer's SDBPP shall include the following:

1. Identification of the CPRM and the other team members responsible for small business program development, including:
  - a. The names of the small business team members and team members' experience working with small businesses or agencies on transportation or construction projects.
  - b. The roles and responsibilities of the team members, including descriptions of their activities as well as the delegated authority of the team members and how they are integrated with Key Personnel on the Project, and identification of meetings they will attend.
2. Strategic Approach for Meeting Goals during the Construction Period including:
  - a. Outline of how Developer will calculate the value of Design Services and Other Construction Work in compliance with Part II of this Appendix A.
  - b. An estimated schedule for achievement of each of the Construction Work Small Business Goals. The Developer shall outline the expected participation toward achieving each goal over the Construction Period and identify an annual target for each goal for each Contract Year during the Construction Period. While the schedule may be amended, this outline shall set the framework for achieving the Construction Work Small Business Goals during the Construction Period.
  - c. For each Construction Work Small Business Goal, a list of the areas of Work the Developer has identified for potential DBE or ESB participation with a range of the approximate percentage of the value of the applicable Construction Work relative to the value of all Construction Work. The SDBPP must reflect a reasonable approach to meeting the goals with ready, willing and able DBEs and ESBs to perform the applicable Work. The Developer shall consult the respective directories at [www.coloradodbe.org](http://www.coloradodbe.org) and [www.coloradoesb.org](http://www.coloradoesb.org) to ensure availability to meet the goals. If already selected, DBE or ESB team members should be identified in respect of their relevant area(s) of Work.
  - d. The strategic approach to integrating achievement of small business participation into the overall approach to subcontracting, including discussion of how the Developer will communicate opportunities, create a transparent process, unbundle work to establish opportunities for small businesses, or take other actions to secure DBE and ESB participation.
  - e. A description of how participation will be monitored and tracked. Describe the internal procedures through which the Developer will ensure the Construction Work Small Business Goals are met. This will include distribution of the goal responsibilities to Subcontractors, collecting data on Subcontractor participation and performance, ensuring only valid performance is counted, etc.
3. Approach to small business development and assistance including:
  - a. Methods for ensuring prompt payment to all Subcontractors, including a description as to whether and how the Developer will implement any additional prompt payment requirements, beyond those mandated in Section 17.5 of the Project Agreement, as well as the process by which the Developer will track and monitor the following: invoicing by Subcontractors; prompt payment to Subcontractors; and release of retainage. This portion of the plan shall include any efforts that the Developer and Subcontractors that are not themselves DBEs or ESBs will make to assist with mobilization efforts and early

- purchase of materials, or any other payment measures that will aid the viability of small business participation in the Work.
- b. Assistance with bonding and insurance, including a description of any measures to be implemented by the Developer or its team members to assist DBEs and ESBs with bonding and insurance while maintaining compliance with the applicable provisions of this Agreement and the requirements of Law. This may include any of the following: adding DBEs and ESBs to insurance plans; waiving bond requirements; phased bonding; limitations on bond and insurance requirements imposed by Subcontractors, etc.
  - c. Small business outreach, training, and development, including at a minimum, a description of how Developer will:
    - i. conduct a mandatory outreach event directed at DBE and ESB firms prior to the issuance of NTP2;
    - ii. build upon CDOT's established Connect2DOT Program ([www.connect2dot.org](http://www.connect2dot.org));
    - iii. assist in the development and facilitation of a Connect2DOT Transportation Leading Edge Course for firms participating or seeking to participate in the Construction Work (see [ ]<sup>18</sup> for more information);
    - iv. regularly bring Project updates to and participate in CDOT's quarterly Small Business Collaborative Forum;
    - v. on a monthly basis, provide a list of upcoming subcontracting opportunities and events for distribution via the Connect2DOT newsletter; and
    - vi. conduct any other measures of outreach, training and development and the resources dedicated to such measures.
  - d. Any other activities or efforts not included in the above related to achievement of the Small Business Goals.

## Part II. Small Business Goals, Commitments and Counting

1. Good Faith Efforts Requirement. The Developer shall make good faith efforts to achieve the Construction Work Small Business Goals. Good faith efforts means all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to achieve the goal, even if not fully successful. Good faith efforts include fulfillment of the Approved SDBPP. For additional guidance on good faith efforts, see 49 CFR Part 26 Appendix A.
2. Construction Work Small Business Goal Calculation. The goals shall be calculated as follows:
  - a. For purposes of this Schedule 15, the Construction Work to be performed during the Construction Period shall be separated (i) into design-related activities ("Design Services") (as further defined below) and (ii) all other Work to be performed during the Construction Period under the terms of the Construction Contract (excluding, for certainty, O&M Work During Construction) ("Other Construction Work"). For the purposes of this Schedule 15, "Design Services" shall be comprised of all program management, construction management, feasibility study, preliminary engineering, design, engineering, surveying, mapping, and architectural related services that comprise part of the Construction Work; provided, however, that the Developer may request that any of these services that are under the direct control of the Construction Contractor be included in the Other Construction Work. The Developer must make any requests for modifications to these categories in its draft SDBPP. The Department may request additional data to verify the value of the Design Services.
  - b. The dollar value of the DBE Design Goal and ESB Design Goal shall each be determined by multiplying the percentage of the goal set out in Section 6.1 of this Schedule 15 by the

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<sup>18</sup> **Note to Proposers:** Reference to be included in a future Addendum.

total value of the Design Services. Subject to Section 3 of this Part II of this Appendix A, only the performance of Design Services by DBEs and ESBs, respectively, shall count toward achieving the respective goals.

- c. The dollar value of the DBE Construction Goal and ESB Construction Goal shall each be determined by multiplying the percentage of the goal set out in Section 6.1 of this Schedule 15 by the total value of the Other Construction Work. Subject to Section 3 of this Part II of this Appendix A, only the performance of Other Construction Work by DBEs and ESBs, respectively, shall count toward achieving the respective goals.
3. Commitments. In order for the work performed by a DBE or ESB to count toward achieving a Construction Work Small Business Goal, the Developer must have an Accepted Small Business Commitment for the Work to be performed. A “Small Business Commitment” is a portion of the Design Services or Other Construction Work, identified by dollar amount and Work area, designated by the Developer for participation by a particular DBE or ESB.
    - a. All proposed Small Business Commitments to DBE and ESB firms must be submitted to the Department via a “Commitment Confirmation Form”. The Commitment Confirmation Form must be Accepted by the Department prior to the DBE or ESB commencing work in order for the participation to be counted toward the relevant Construction Work Small Business Goal. Once Accepted, Small Business Commitments are enforceable obligations of the Developer under this Agreement.
    - b. Commitment Confirmation Forms shall be submitted to the Department for Acceptance no later than the 10th Working Day of each month during the Term. The Commitment Confirmation Form must be submitted no earlier than 90 Calendar Days prior to the firm commencing work.
    - c. The Work performed by a DBE or ESB must be reasonably construed to be included in the work area identified by the Developer in the Accepted Small Business Commitment. DBE firms must be certified in the applicable work code (NAICS code plus descriptor) for the work to be performed. A DBE cannot receive credit for work in an area for which it is not certified.
    - d. If the Developer seeks to count participation by a DBE or ESB firm engaged in a joint venture, the Developer shall seek Acceptance of the joint venture’s eligible participation by submitting the joint venture agreement explaining the work and management arrangement between the joint venture.
    - e. In emergency circumstances, the Department may count work by a DBE or ESB that did not have an approved commitment toward meeting the relevant Construction Work Small Business Goal. However, the counting of such work is at the discretion of the Department based upon the justification provided by the Developer.
  4. Counting Eligible Participation. Unless otherwise specified in this Appendix A, eligible DBE participation will be counted in accordance with 49 CFR 26.55. ESB participation will be counted in the same manner as DBE participation with the exception that ESBs do not have work codes and therefore are not limited to performance in certain work areas.
    - a. The Department does not permit the counting of non-certified trucking, which is otherwise allowed as an option by USDOT under 49 CFR 26.55(e).
    - b. In accordance with 49 CFR 26.55(2), the Developer shall only count a reasonable fee for contract-specific services toward achieving the relevant Construction Work Small Business Goal. Non-contract specific expenses may not be counted. In the case of temporary employment placement agencies, only the placement fee and fees for a temporary employee that will be specifically and exclusively used for work on the Project shall count toward achieving the relevant Construction Work Small Business Goal; the temporary employee’s hourly fee will not count.

- c. In addition to reviewing the Commitment Confirmation, the Department may request a copy of the Subcontract with the DBE or ESB firm. Work by a DBE or ESB firm that was not certified for the work to be performed upon execution of the subcontract will not count toward achieving the relevant Construction Work Small Business Goal. If a DBE or ESB is decertified in the work to be performed after Acceptance of a Small Business Commitment and the execution of a Subcontract, the Developer may still count the DBE participation toward achieving the relevant Construction Work Small Business Goal.
5. Commercially Useful Function (“CUF”) Reviews. All DBEs and ESBs must perform a commercially useful function as defined by 49 CFR 26.55.
  - a. The Department shall monitor Developer’s performance during the Term to ensure each DBE or ESB is performing a CUF. The Department will select 10 DBE or ESB firms per Contract Year that the Developer shall review on the Department’s behalf to ensure those firms are performing a CUF. The review will be summarized in a report using a template mutually agreed by the Developer and the Department (both acting reasonably). The results of those reviews shall be made available to the Department in the Developer’s semi-annual self-assessment prepared pursuant to Section 1.2.3 of this Schedule 15.
  - b. The Department has final authority to determine whether a DBE or ESB firm has performed a CUF on the Project. If it determines that a firm is not performing a CUF pursuant to 49 CFR § 26.55, no work performed by such firm shall count toward achieving the relevant Construction Work Small Business Goal.
  - c. The use of joint checks to DBEs and ESBs must be Approved by the Department before used to make a payment. The Developer shall request Approval for the use of a joint check in a written letter signed by the DBE/ESB and the Developer, stating the reason for the joint checks and the approximate number of checks that will be needed.
6. Small Business Commitment modifications. The Developer shall not terminate reduce or modify the work to be performed under a Small Business Commitment without Acceptance from the Department. If, due to exigent circumstances, it is not possible for the Developer to seek Acceptance prior to termination, reduction or modification, the Developer shall submit to the Department a request for Acceptance within five Calendar Days of the occurrence requiring such action. Requests for Acceptance shall be made upon a form mutually agreed by the Developer and the Department (both acting reasonably).
  - a. Terminations and reductions include instances in which the Developer seeks to perform work originally designated for a DBE/ESB Subcontractor with its own forces, those of an Affiliate, a non-DBE/ESB firm or with another DBE/ESB firm in an amount greater than either \$10,000 or 10.0% of the dollar value of the Accepted Small Business Commitment.
    - i. In order to receive Acceptance of a termination or reduction, the Developer shall, at a minimum, have good cause for the termination or reduction as outlined in 49 CFR 26.1i.
    - ii. Prior to requesting Acceptance of a termination or reduction, the Developer shall provide the firm written notice of the Developer’s intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to the Department. In such notice of intent, the Developer shall provide the firm at least five Working Days to respond to the notice and to inform the Department and the Developer of the reasons, if any, why it objects to the proposed termination or reduction and any reasons why it considers that it should not be Accepted. The Developer is not required to provide the five Working Days’ written notice in cases where the DBE or ESB has provided written notice that it is withdrawing. The notice period may be reduced by the Department in its discretion if required by public necessity. The Developer shall not request Acceptance until the period has passed or been waived.

- b. Requests for modifications, such as the addition of Work to be performed by the DBE or ESB, may be made by submitting an updated Commitment Confirmation for Acceptance by the Department.

### Part III. Reporting Requirements

1. Disclosure of information: In order for the Department to monitor and enforce the requirements of this Schedule 15, the Developer shall accurately track and disclose to the Department the cumulative value of the Design Services, the cumulative value of the Other Construction Work, and the value of all individual Subcontracts. The Department may verify this information by reviewing contracts and payment documents which shall be provided upon request.
2. Monthly Reporting: In accordance with Schedule 8 (Project Administration) the Developer shall submit a monthly summary report to the Department no later than the tenth Working Day of each month during the Construction Period. The report shall include:
  - a. Subcontractor Participation and Payment: a detailed breakdown of all Subcontractors that have participated on the Project to date, separated by Design Services and all Other Construction Work. It shall include: firm name; whether the firm is an ESB or DBE; if the firm is a DBE or ESB, the commitment amount to the firm; Subcontract amount; area of work performed; total paid to date to the firm; most recent invoice date and amount; and most recent payment date and amount.
  - b. Outreach and Upcoming Opportunities: a description of work areas on the Project for which the Developer is seeking Subcontractors. The description shall also include upcoming outreach and training events.
  - c. Compliance Issues Report: details of any issues that the Department should be aware of regarding DBE and ESB participation on the Project. This may include payment disputes, non-performance by DBEs or ESBs, significant scope of work changes, potential CUF concerns or other performance issues.
3. Semi-annual Assessment: In addition to the monthly report required to be submitted in the relevant month, the Developer shall, pursuant to Section 1.2.3 of this Schedule 15, also submit an assessment of progress toward achieving the Construction Work Small Business Goals, including a summary of solicitation and good faith efforts to date, a summary of CUF reviews performed, and anticipated DBE and ESB participation for the next six months.
4. Uniform Report of DBE Awards or Commitments and Payments Form: By May 15 and November 15 of each year, the Developer shall submit to the Department a completed Uniform Report of DBE Awards or Commitments and Payments Form that has been completed in accordance with Appendix B of 49 CFR Part 26.
5. Annual Performance Progress Review Reports: In addition to the monthly and semi-annual reports, the Developer shall provide the following no later than 30 Calendar Days after the end of each Contract Year and prior to the annual progress review conducted pursuant to Section 1.2.4 of this Schedule 15.
  - a. Bidders List: The Developer shall list all firms that submitted a quote to participate on the Project. The list shall include a description of the work for which the bid was submitted, whether the firm is a DBE or ESB, and whether they were selected for the work.
  - b. Participation Assessment: A summary and assessment of DBE and ESB participation of the past Contract Year and total to date progress made toward achieving the Construction Work Small Business Goals.
  - c. Strategies for continuing implementation of the SDBPP: This shall include proposed areas of work for DBEs and ESBs and outreach efforts for the next Contract Year. If necessary, this shall include a request for amending the SDBPP, which must be made if the Developer has not met the annual estimated goals or other plan commitments. The request shall include a revised schedule of annual goals to meet the plan.

6. CDOT Annual Assessment: Within 30 Calendar Days after the Annual Performance Progress Review conducted pursuant to Section 1.2.4 of this Schedule 15, the Department shall provide a written determination on the Developer's progress toward achieving the Construction Work Small Business Goals. Progress will be based on the Developer's demonstrated good faith efforts, compliance with its SDBPP and meeting the schedules and milestones described in the plan.
7. Final Report: The Developer shall submit, for Approval by the Department, its final report on DBE and ESB participation during the Construction Period within 30 Calendar Days after the Substantial Completion Date. The final report shall include a summary report of total DBE and ESB participation toward achieving each of the Construction Period Small Business Goals. The report shall include the Small Business Commitment amount, the actual dollar amount paid to each DBE or ESB firm, the eligible participation amount, area of work performed, and the total value of the Design Services and Other Construction Work. In the event that Developer failed to achieve any Construction Period Small Business Goal as of the Substantial Completion Date (as determined by the Department pursuant to Section 8 of this Appendix A of this Schedule 15, the Developer shall submit, for Approval by the Department, an updated report within 30 Calendar Days after the Final Acceptance Date.
8. Department Report: Following Approval of the Developer's report (or any update thereto) submitted pursuant to Section 8 of this Appendix A, the Department will evaluate the data to determine, and issue a written report setting out its determination of, whether the Developer has (i) achieved each of the Construction Work Small Business Goals as of the Substantial Completion Date (or, as applicable, as of the Final Acceptance Date) and (ii) in relation to any such goal that has not been met, demonstrated that it has made good efforts to achieve such goal.

**Appendix B**  
**Construction Period Workforce Development Plan and Compliance Requirements Goals**

**Part I. Workforce Development Plan Requirements**

The WDP shall at a minimum include the following elements:

1. General Plan Requirements:
  - a. A written statement indicating the Developer's commitment to achieve the Construction Period OJT Goal and the Local Hiring Goal.
  - b. A description of the CRPM and other team members responsible for implementing the Developer's WDP, including the name of each team member, a description of their workforce development experience, and a description of their roles and responsibilities on this Project.
  - c. A description of how the Developer and all Subcontractors will recruit their workforce, including planned outreach events involving the local community. The Developer shall describe how it will work with CDOT-approved workforce development organizations to advertise job openings locally.<sup>19</sup>
2. On-The-Job Training Plan: With respect to OJT:
  - a. Identification of the number and description of the skilled craft areas where trainees and apprentices will be used during the Construction Period on Other Construction Work.
  - b. The minimum length and type of training that will be offered for each position.
  - c. A description of how the Developer will monitor hours completed, training provided, and how the Developer will alleviate barriers to employment, graduation and successful permanent placement.
  - d. A description of the Developer's approach to graduating participants. The Developer shall identify a target number of graduates in order to maximize participant graduation rates from the pre-approved trainee/apprenticeship programs during the Construction Period.
  - e. An annual schedule indicating the distribution of training hours over each Contract Year for the duration of the Construction Period.
  - f. The Developer shall describe recovery tools and methods that will be implemented should appropriate progress not be made toward the overall goal attainment.
3. Local hiring plan: [ ]<sup>20</sup>
4. Plan Updates. The WDP is intended to be a living document and shall be updated or revised as necessary during the course of the Construction Period, including as requested by the Department. At a minimum, an update of the WDP shall be submitted to the Department for Approval no later than 60 Calendar Days prior to the commencement of each Contract Year.

**Part II. Counting goal participation**

1. Counting OJT participation
  - a. OJT participation that counts toward satisfying the Construction Period OJT Goal shall be calculated based on the aggregate number of labor hours on Other Construction Work (excluding, for certainty, O&M Work During Construction) worked by trainees and apprentices who satisfy the requirements below.

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<sup>19</sup> **Note to Proposers:** The Department is in the process of starting a workforce development program that will refer prospective employees to the Project and provide individuals with workforce development supportive services. Details about the Developer's requirements and expectations for working with this future program will be provided in a future Addendum.

<sup>20</sup> **Note to Proposers:** To be added in a future Addendum.

- b. The employment of the following categories of individuals by the Developer (and Subcontractors) shall count towards achieving the Construction Period OJT Goal :
    - i. trainees that are enrolled in a program approved by the Department and FHWA;
    - ii. apprentices that are enrolled and duly registered in a U.S. Department of Labor approved program; and/or
    - iii. trainees that are enrolled in an approved program with Colorado Contractors Association (CCA).
  - c. In addition, the Department must Approve all proposed apprentices and trainees for the participation to be counted toward achieving the Construction Period OJT Goal. Approval must occur before training begins. To obtain Approval for the apprentice or trainee, the Developer must submit the following to the Department for each apprentice and each trainee:
    - i. evidence of the registration of the trainee or apprentice into the approved training program; and
    - ii. the completed CDOT form for each trainee or apprentice.
  - d. The employment of a trainee/apprentice in a skilled craft will not be counted toward the Construction Period OJT Goal if that individual has already worked or been paid at a professional/journey level status for more than 6 months prior to Approval of their participation as a trainee/apprentice.
  - e. Before training begins, the Developer shall provide each trainee with a copy of the approved training program, pay scale, pension and retirement benefits, health and disability benefits, promotional opportunities, other employer policies and complaint procedures.
2. Counting local hiring program participation

[ ]<sup>21</sup>

### Part III. Reporting requirements

1. Disclosure of Information: In order to monitor and enforce the requirements of this Schedule 15, the Developer shall disclose employment records for trainees and apprentices as well as individuals that will count toward achieving the Local Hiring Goal. The Department may verify employment records and information by reviewing personnel files as well as interviewing any individual employed by the Developer or any Subcontractor.
2. Records: The Developer shall keep records regarding the progress of the Workforce Development Plan participation on the Project, including Subcontractor participation.
3. Reports: The Developer shall submit each of the following reports for Acceptance:
  - a. Monthly report: In accordance with Section 8 (*Project Administration*) the Developer shall submit a monthly report to the Department no later than the tenth Working Day of each Month during the Construction Period. The report shall include:
    - i. On-The-Job Training reports, which shall include the following, at a minimum:
      - A. Total labor hours expended during the Construction Period to date separated into two categories: skilled craft labor hours and professional services labor hours.
      - B. Total training hours expended during the Construction Period to date.
      - C. Updated projected training hours for the Work during the Construction Period.

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<sup>21</sup> **Note to Proposers:** To be provided in a future Addendum.

- D. If the projected training hours are less than the Construction Period OJT Goal, the Developer shall provide an explanation detailing how it intends to meet the OJT participation projections outlined in its WDP, including a description of activities and other proactive measures intended to facilitate increased OJT participation.
  - E. A list of current and new (i.e. since the last report) trainees/apprentices by providing full name, employer, description of services or applicable work code, start date, skilled craft program registered in (including verification of enrollment) for trainees/apprentices, total hours worked in current month, pay rate, total hours worked to date on the Project, supervisor full name, and a description of the training and performance level.
  - F. Any performance problems with the training/apprenticeship participants and how the problems were resolved, including any reasons for participants leaving the Project.
  - G. A list of trainees/apprentices that have graduated or successfully completed their training program, and last date worked on site.
  - H. A signature by the Developer certifying the information in the report is accurate.
- ii. Local Hiring Program reports, which shall include the following, at a minimum:
- A. Total labor hours expended during the Construction Period to date separated into two categories: skilled craft labor hours and professional services labor hours.
  - B. Total hours worked by individuals hired locally during the Construction Period to date separated into two categories: skilled craft labor hours and professional service labor hours.
  - C. Projected local hiring hours to be utilized during the Construction Period.
  - D. If the projected local hiring hours worked are less than the Local Hiring Goal, the Developer shall provide an explanation detailing how it intends to achieve the Local Hiring Goal including any remedies necessary to meet the Local Hiring Goal.
  - E. A list of current newly (i.e. since the last report) employed locally hired individuals, within that month, by providing full name, address, employer, description of services or applicable work code, start date, skilled craft program registered in (including verification of enrollment for newly employed individuals) if applicable, total hours worked in current month, pay rate, total hours worked to date on the Project, supervisor full name, address verification, and a description of performance level.
  - F. Any performance problems with the locally hired individuals and how the problems were resolved, including any reasons for individuals leaving the Project.
  - G. A signature by the Developer certifying the information in the report is accurate.

4. Semi-annual Assessment: In addition to the monthly report required to be submitted in the relevant month, the Developer shall, pursuant to Section 1.2.3 of this Schedule 15, also submit an assessment of progress toward achieving the Workforce Development Goals applicable during the Construction Period, including a summary of solicitation and good faith efforts to date, effectiveness of the program, identify any areas for improvement, and provide recommendations for improving the plan.
5. Annual Performance Progress Review: In addition to monthly reporting and the semi-annual assessment, the Developer shall participate in an annual meeting within 30 Calendar Days after the end of each Contract Year to review its progress with its Workforce Development Plan and toward achieving the Workforce Development Goals applicable during the Construction Period. Within 30 Calendar Days after the annual performance review meeting, the Department will provide a written assessment as to whether the Developer has made adequate progress toward achieving the Construction Period OJT Goal and the Local Hiring Goal. Progress will be based on the Developer's demonstrated efforts with implementing its Workforce Development Plan and meeting the schedules and milestones described within the Workforce Development Plan.
6. Final Report: The Developer shall submit, for Approval by the Department, its final report on OJT and local hiring participation during the Construction Period within 30 Calendar Days after the Substantial Completion Date. The final report shall include total participation data through Substantial Completion. In the event that Developer failed to achieve either the Local Hiring Goal or the Construction Period OJT Goal as of the Substantial Completion Date (as determined by the Department pursuant to Section 7 of this Appendix B, the Developer shall submit, for Approval by the Department, an updated report within 30 Calendar Days after the Final Acceptance Date.
7. Department Report: Following Approval of the Developer's report (or any update thereto) submitted pursuant to Section 6 of this Appendix B, the Department will evaluate the data to determine, and issue a written report setting out its determination of, whether the Developer has achieved as of the Substantial Completion Date (or, as applicable, as of the Final Acceptance Date) each of the Local Hiring Goal and the Construction Period OJT Goal.

**Appendix C**  
**Operating Period Goals, Compliance and Plan Requirements**

*[To be provided in a future Addendum.]*

**Appendix D**  
**Davis-Bacon Wage Decision**

*[Wage rates to be provided in future Addendum]*

**Appendix E**  
**Executive Order No. 11246**

The following clauses from Executive Order No. 11246 shall be included in all Subcontracts without modification except as appropriate to identify the Subcontractor who will be subject to its provisions in place of "Developer":

1. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. Developer will, in all solicitations or advancements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Developer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Developer's legal duty to furnish information.
4. Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Developer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Developer will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Developer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Developer's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Developer will include the provisions of Sections 1 to 8 of this Appendix E in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Developer will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Developer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Developer may request the United States to enter into such litigation to protect the interests of the United States."

**Appendix F**  
**CDOT’s Special Standard Provision for**  
**“Affirmative Action Requirements Equal Employment Opportunity”**

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

- i. The Developer acknowledges the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set out in this Appendix F.
- ii. The goals and timetables for minority and female participation, expressed in percentage terms for the Developer’s aggregate workforce in each trade on all construction work in the covered area are as follows:

**Goals and Timetable for Minority Utilization**

<b>TIMETABLE - UNTIL FURTHER NOTICE</b>			
<b>Economic Area</b>	<b>Standard Metropolitan Statistical Area (SMSA)</b>	<b>Counties Involved</b>	<b>Goal</b>
157 (Denver)	2080 Denver-Boulder	Adams, Arapahoe, Boulder, Denver, Douglas, Gilpin, Jefferson.....	13.8%
<b>GOALS AND TIMETABLES FOR FEMALE UTILIZATION</b>			
Until Further Notice.....			6.9% -- Statewide

These goals are applicable to all the Developer’s Construction Work performed in the covered area. If the Developer performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Developer also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Developer’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Developer shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Developer’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Par 60-4. Compliance with the goals will be measured against the total work hours performed.

- iii. The Developer shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 Working Days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- iv. As used in this specification, and in the contract resulting from this solicitation, the “covered area” is the county or counties shown on the Invitation for Bids and on the

plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

**B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

- i. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) As used in these Specifications:
  - A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - C. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - D. "Minority" includes;
    1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- ii. Whenever the Developer, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- iii. If the Developer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. The Developer must be able to demonstrate its participation in and compliance with the provisions of any such Hometown Plan. If the Developer is participating in an approved Plan it is required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors toward a goal in an approved Plan does not excuse any covered contractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- iv. The Developer shall implement the specific affirmative action standards provided in paragraphs vii A through P of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Developer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction

contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Developer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- v. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Developer has a collective bargaining agreement, to refer either minorities or women shall excuse the Developer's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- vi. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Developer during the training period, and the Developer must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- vii. The Developer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Developer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Developer shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following;
  - A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Developer's employees are assigned to work. The Developer shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Developer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Developer or its union have employment opportunities available, and maintain a record of the organization's responses.
  - C. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Developer by the union or, if referred, not employed by the Developer, this shall be documented in the file with the reason therefor, along with whatever additional actions the Developer may have taken.
  - D. Provide immediate written notification to the Director when the union with which the Developer has a collective bargaining agreement has not referred to the Developer a minority person or woman sent by the Developer, or when he the Developer has other information that the union referral process has impeded the Developer's efforts to meet its obligations.
  - E. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Developer's employment needs, especially those programs funded or approved by the Department of Labor. The Developer shall provide notice of these programs to the sources compiled under paragraph vii.B of these specifications.

- F. Disseminate the Developer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Developer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Developer's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- G. Review, at least annually, the Developer's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- H. Disseminate the Developer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Developer does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Developer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Developer shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a the Developer's workforce.
- K. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- L. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- M. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Developer's obligations under these specifications are being carried out.
- N. Ensure that all facilities and the Developer's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- O. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- P. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Developer's EEO policies and affirmative action obligation.

- viii. Contractors (including the Developer) are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (paragraphs vii.A through P). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Developer is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs vii.A through P of these specifications provided that the Developer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Developer's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Developer. The obligation to comply, however, is the Developer's and failure of such a group to fulfil an obligation shall not be a defense for the Developer's noncompliance.
- ix. A single goal for minorities and a separate single goal for women have been established. The Developer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Developer may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Developer has achieved its goals for women generally, the Developer may be in violation of the Executive Order if a specific minority group of women is underutilized).
- x. The Developer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.
- xi. The Developer shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- xii. The Developer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. If the Developer fails to carry out such sanctions and penalties it shall be in violation of these specifications and Executive Order 11246, as amended.
- xiii. The Developer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph vii of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Developer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- xiv. The Developer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- xv. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

i. *General.*

- A. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.
- B. The Developer will work with the Department and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- C. The Developer and all his/her Subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, SubSection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Developer will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

- ii. *Equal Employment Opportunity Policy.* The Developer will accept as its operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, or disability, and to promote the full realization of equal employment opportunity through a positive continuing program;

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

- iii. *Equal Employment Opportunity Officer.* The Developer will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein after referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

iv. *Dissemination of Policy.*

- A. All members of the Developer's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Developer's equal employment opportunity policy and contractual

responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum.

- B. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Developer's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- C. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Developer's equal employment opportunity obligations within thirty days following their reporting for duty with the Developer.
- D. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Developer's procedures for locating and hiring minority group employees.
  - 1. In order to make the Developer's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Developer will take the following actions:
    - a. Notices and posters setting forth the Developer's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
    - b. The Developer's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

v. *Recruitment.*

- A. When advertising for employees, the Developer will include in all advertisements for employees the notation; "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- B. The Developer will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, The Developer will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to The Developer for employment consideration.

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

- C. The Developer will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.
- vi. *Personnel Actions.* Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability. The following procedures shall be followed:
  - A. The Developer will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - B. The Developer will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - C. The Developer will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Developer will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - D. The Developer will promptly investigate all complaints of alleged discrimination made to the Developer in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Developer will inform every complainant of all of his avenues of appeal.
- vii. *Training and Promotion.*
  - A. The Developer will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - B. Consistent with the Developer's work force requirements and as permissible under Federal and State regulations, the Developer shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
  - C. The Developer will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - D. The Developer will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- viii. *Unions.* If the Developer relies in whole or in part upon unions as a source of employees, the Developer will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Developer either directly or through a contractor's association acting as agent will include the procedures set forth below:
  - A. The Developer will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority

- group employees and women so that they may qualify for higher paying employment.
- B. The Developer will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.
  - C. The Developer is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Developer, the Developer shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
  - D. In the event the union is unable to provide the Developer with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Developer will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Developer has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Developer from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such the Developer shall immediately notify the State highway agency.
- ix. *Subcontracting.*
- A. The Developer will use his best efforts to solicit bids from and to utilize minority group Subcontractors or Subcontractors with meaningful minority group and female representation among their employees. The Developer shall obtain lists of minority-owned construction firms from State highway agency personnel.
  - B. The Developer will use his best efforts to ensure Subcontractor compliance with their equal employment opportunity obligations.
- x. *Records and Reports.*
- A. The Developer will keep such records as are necessary to determine compliance with the Developer's equal employment opportunity obligations. The records kept by the Developer will be designed to indicate:
    - 1. The number of minority and nonminority group members and women employed in each work classification on the project.
    - 2. The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
    - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
    - 4. The progress and efforts being made in securing the services of minority group Subcontractors or Subcontractors with meaningful minority and female representation among their employees.
  - B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for

inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

The Developer will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

## Appendix G

### USDOT Order No.1050.2A “USDOT Standard Title VI/Non-Discrimination Assurances”

#### Part I – All Contracts

During the performance of this Agreement, the Developer, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Law: the Developer (hereinafter includes consultants) will comply with all Law relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (as they may be amended from time to time, “**Non-discrimination Law**”) which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: the Developer will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Developer will not participate directly or indirectly in the discrimination prohibited by Non-discrimination Law, including employment practices when the relevant contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: in all solicitations, either by competitive bidding, or negotiation made by the Developer for work to be performed under a Subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor will be notified by the Developer of the Developer's obligations under this Agreement and Non-discrimination Law.
4. Information and Reports: the Developer will provide all information and reports required by Non-discrimination Law, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or FHWA to be pertinent to ascertain compliance with Non-discrimination Law and any such directives. Where any information required of the Developer is in the exclusive possession of another who fails or refuses to furnish the information, the Developer will so certify to the Department or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: in the event of the Developer's noncompliance with the nondiscrimination provisions in this Agreement, the Department will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to: withholding payments to the Developer under this Agreement until the Developer complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: the Developer will include the provisions of Sections 1 through 6 of this Part I in every Subcontract, including procurements of materials and leases of equipment, unless exempt by Non-discrimination Law and directives issued pursuant thereto. The Developer will take action with respect to any subcontract or procurement as the Department or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided that, if the Developer becomes involved in, or is threatened with, litigation by a Subcontractor because of such direction, the Developer may request the Department to enter into any litigation to protect the interests of the Department and the Enterprises. In addition, the Developer may request the United States to enter into the litigation to protect the interests of the United States.

#### Part II – Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility, or Program

The Developer for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that, in the event facilities are constructed, maintained, or otherwise operated on the property subject to the Project License for a purpose for which a US DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the licensee will maintain and operate such facilities and services in compliance with all requirements imposed by Non-

discrimination Law such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

**Part III – Clauses for Construction/Use/Access to Real Property Acquired under the Activity, Facility or Program**

The licensee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the licensee will use the premises in compliance with all other requirements imposed by or pursuant to Non-discrimination Law.

**Parts IV – Non-Discrimination Authorities**

Without prejudice to the generality of any other nondiscrimination provisions in this Agreement, during the performance of this Agreement, the Developer, for itself, its assignees, and successors in interest agrees to comply with the following Non-discrimination Law (as any such Law is amended from time to time):

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, (42 U.S.C. § 6101 et seq.), as amended, (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131-12189), (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), as implemented by US DOT regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute, (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations(ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. 1681 et seq.), (prohibits discrimination because of sex in education programs or activities).

**Appendix H**  
**Required Contract Provisions**  
**Federal-Aid Construction Contracts**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this Section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and

classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate **on** the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
  - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This Section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
- b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
  - (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification

and wage rate and fringe benefits therefore only when the following criteria have been met:

- i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this Section 1.b., shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. **Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be

considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- i. That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.
- b. The contractor or subcontractor shall make the records required under paragraph 3.a. of this Section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

- a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the

ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
  - d. Apprentices and Trainees (programs of the U.S. DOT).  
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
  6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
  7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
  8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
  10. **Certification of eligibility.**
    - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
    - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification – Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**Schedule 16  
Mandatory Terms**

**Part A: Subcontracting Terms**

**1. Mandatory Terms for Subcontracts of Every Tier**

Each Subcontract (including each Principal Subcontract, except to the extent expressly provided otherwise below) shall:

- (a) include an acknowledgement and agreement from the lower-tier Subcontractor (or, in the case of a Principal Subcontract, from the Principal Subcontractor):
  - (i) of and to all the terms of the Project Agreement to the extent expressly applicable to it as a Subcontractor;
  - (ii) as to Section 17.4.1 of the Project Agreement (which shall be restated in the applicable Subcontract);
  - (iii) that:
    - (A) the Colorado General Mechanics' Lien Statute, C.R.S. §§ 38-22-101, *et seq.*, is not available to such Subcontractor as a remedy for non-payment with respect to the Project and, as such, such Subcontractor shall not file or permit to be filed any mechanics' lien, materialmen's lien, or other lien against the Enterprises or CDOT, or the Project, in the records of the Clerk and Recorder of the City of Denver or in any other real property records;
    - (B) notwithstanding Section 1(a)(iii)(A) of this Part A of this Schedule 16, the Colorado Contractor's Bond and Lien on Funds Statute, C.R.S. §§ 38-26-101, *et seq.*, provides remedies to public authorities and subcontractors in the event of a non-payment of a subcontractor (which remedies are in the form of deductions by the public authority from payments to the contractor and liens by subcontractors against relevant payment bonds) and, therefore, pursuant to C.R.S. §§ 38-26-107 and as contemplated by Section 5 of Schedule 5 (Milestone Payments), if such Subcontractor has an unpaid claim under its Subcontract, such Subcontractor may file a verified statement of the amount due and unpaid with the Enterprises at any time up to and including, but not after, the Substantial Completion Date (following which filing the Enterprises shall be entitled to withhold funds from Developer pursuant to Section 5(a)(i) of Part 3 of Schedule 4 (Payments) as a result of such claim); and
    - (C) such Subcontractor shall execute and deliver any lien waiver as and when required to be executed by it pursuant to Sections 2.4(b)(ii) or 2.4(b)(iii) of Part 2 of Schedule 4 (Payments) or Sections 4(c)(ii) or 4(c)(iii) of Schedule 5 (Milestone Payments); and
  - (iv) that:
    - (A) all notices required to be delivered by Developer to the Enterprises or, as applicable, the Department pursuant to this Agreement shall be directly delivered by Developer and not by such Subcontractor acting, directly or indirectly, on Developer's behalf, except to the extent that the Enterprises Approve in advance the direct delivery of such type of notice by such Subcontractor to the Enterprises or, as applicable, the Department; and

- (B) the Enterprises (and the Department) may, in their discretion, disregard any notice delivered by such Subcontractor contrary to Section 1(a)(iv)(A) of this Part A of this Schedule 16;
- (b) incorporate all terms and provisions:
  - (i) that the Project Agreement requires to be expressly incorporated in such Subcontract; and
  - (ii) as are otherwise necessary for Developer to comply with its obligations under this Agreement with respect to the compliance of Subcontractors with certain provisions of this Agreement, including:
    - (A) Sections 8.3.1.a, 8.5, 8.6.1.a, 15.1.1 (with to Principal Subcontracts only), 15.4.b, 16.4, 17.5, 19.1, 20.1.2, 20.1.4, 20.1.5, 20.1.6, 25.2.6.b and 30.1.4.b of the Project Agreement; and
    - (B) Sections 2.1.1, 2.1.3, 2.2, 2.3, 2.4, 2.5.4, 3, 4.2, 4.3, 5.2, 5.3, 5.4, and 6.2.1(b) of, and the Appendices to, Schedule 15 (Federal and State Requirements);
- (c) require the lower-tier Subcontractor (or, in the case of a Principal Subcontract, the Principal Subcontractor) to:
  - (i) participate in meetings between Developer and Enterprises where requested in writing by either Developer or the Enterprises; and
  - (ii) cooperate with any reasonable requests for information or assistance provided to them through the Dispute Resolution Procedures, except to the extent that such cooperation would require such Subcontractor to assume any legal liability;
- (d) contain all provisions necessary to ensure Developer shall comply with its obligations under Section 34.2 of the Project Agreement as they relate to such Subcontract;
- (e) not otherwise contain terms that are contrary to or inconsistent with the Project Agreement; and
- (f) provide that any amendment or waiver of any such Subcontract's provisions that would result in a violation of this Part A of this Schedule 16 shall be null and void unless Approved by the Enterprises.

## 2. **Mandatory Terms for Principal Subcontracts**

In addition to complying with Section 1 of Part A of this Schedule 16, each Subcontract (excluding, for certainty, any Principal Subcontract) that:

- (a) has an aggregate value equal to or less than \$10,000,000 (indexed); or
  - (b) in which the lower-tier Subcontractor is a DBE,
- shall:
- (c) not require from the lower-tier Subcontractor the delivery of any construction, payment or performance bond or letter of credit for an amount (in aggregate with all other such bonds and letters of credit) exceeding the lesser of:
    - (i) \$2,000,000 (indexed); and
    - (ii) the aggregate value of the relevant Subcontract;

- (d) expressly provide that the each Subcontractor party thereto shall have a duty to use appropriate alternative dispute resolution mechanisms<sup>1</sup> to resolve payment disputes.

3. **Mandatory Terms for Principal Subcontracts**

In addition to complying with Section 1 of Part A of this Schedule 16, each Principal Subcontract shall:

- (a) include a certification from the Principal Subcontractor to Developer that it does not and shall not knowingly employ or contract with an illegal alien to perform work under the Principal Subcontract; and
- (b) provide that any action undertaken in breach of Section 17.1.3 of the Project Agreement shall be null and void.

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<sup>1</sup> **Note to Proposers:** Specific alternate dispute resolution mechanisms, to potentially include mandatory mediation, binding arbitration, or other alternatives, are still under consideration for inclusion in a future Addendum. See 49 CFR 26.29(e)(1).

## Part B: Financing Terms

### 1. Consistency with Term Sheets

Each Financing Document entered into in connection with Financial Close shall be materially consistent with the relevant debt term sheets provided in the Proposer's Proposal.

### 2. Mandatory Terms for Financing Documents

Each Financing Document shall:

- (a) include an acknowledgment and agreement as to Sections 27.3.1, 27.3.2, 27.4.2 through 27.4.4 and 33.3 of the Project Agreement;
- (b) provide that any grant, assignment, mortgage, pledge, encumbrance, lien, charge or security interest made or created in violation of Sections 27.3.1 and 27.3.2 of the Project Agreement shall be null and void;
- (c) not otherwise contain terms that are contrary to or inconsistent with the Project Agreement; and
- (d) provide that any amendment or waiver of any such Financing Document's provisions that would result in a violation of this Part B of Schedule 16 shall be null and void unless Approved by the Enterprises.

### 3. Bond Recitals

Except in the case of PABs issued by the PABs Issuer, each bond, promissory note or other instrument evidencing Project Debt shall include conspicuous recitals on its face to the effect that payment of the principal and interest under such bond, note or instrument:

- (a) does not constitute a claim against the Enterprises', CDOT's or the State's title to or real property or other interest in this Agreement, the Project, any ROW Parcel or any Additional ROW Parcel or any part of any thereof;
- (b) is not an obligation, moral or otherwise, of any of the Enterprises, CDOT or the State, any other State Governmental Authority, or any of their respective officials, board members, officers, directors, agents, employees and representatives; and
- (c) neither the full faith and credit of the Enterprises, CDOT or the State, nor the taxing power of the State or of any other State Governmental Authority, is pledged to the payment of the principal of or the interest on such bond, note or instrument.

## Schedule 17 Environmental Requirements

### 1. GENERAL

*[Note to Proposers: At the time that this draft RFP is being released, the Record of Decision (“ROD”) for the Project, and the I-70 East Section 106 Programmatic Agreement have not been issued. This draft RFP is based on the assumption the findings of the ROD will be similar to what has been published in the Final Environmental Impact Statement (“FEIS”) and that the ROD and other Environmental Approvals will be secured. The actual Environmental Requirements and required Environmental Mitigations will be finalized in the ROD. Proposers are advised that there may be changes in this Schedule 17 between this draft and the final RFP.]*

*At the time that this draft RFP is being released, some Phase I Environmental Site Assessments have been completed while others are still in process. The final RFP will include as Reference Documents all Phase I Environmental Site Assessments that have been completed by the Department at such time.]*

#### 1.1. General Requirements

- 1.1.1. To the extent allowed by Law, subject only to the express provisions of this Agreement (including of this Schedule 17) and without limiting the Developer’s own obligations to comply with all other Environmental Requirements applicable to the Project and the Work, the Department hereby delegates to the Developer, and the Developer hereby accepts, all the Department’s obligations, commitments and responsibilities for environmental management and environmental compliance in accordance with the requirements identified in this Agreement and all applicable Environmental Law and Environmental Approvals. The Developer shall be responsible for creating environmental awareness among all Project personnel, ensuring completion of environmental tasks and mitigation, and documenting that the environmental aspects of the Construction Work and the O&M Work are completed in accordance with the foregoing delegation and all other applicable Environmental Law, Environmental Approvals and provisions of this Agreement. The Developer shall also assist the Department to implement any and all non-delegable obligations, commitments and responsibilities regarding applicable Environmental Law and Environmental Approvals. Unless specifically noted otherwise herein, the requirements of this Schedule 17 apply to all aspects of the Work, throughout both the Construction Period and the Operating Period.
- 1.1.2. Except as provided otherwise in this Agreement (including in this Schedule 17), the Developer shall in performing the Work:
  - a. Comply with all Environmental Law;
  - b. Comply with all conditions and requirements imposed by all Environmental Approvals;
  - c. Comply with all conditions and requirements imposed by all other Governmental Approvals (including all Department Provided Approvals) and Permits;
  - d. Perform all commitments and mitigation measures set out in all Environmental Approvals, all other Governmental Approvals (including all Department Provided Approvals) and all Permits; and
  - e. Pursuant to Section 8.4 of the Project Agreement, prepare all information and submissions required by, or necessary to maintain in full force and effect, all Department Provided Approvals and maintain in full force and effect all other Environmental Approvals.
- 1.1.3. For certainty, the provisions of this Schedule 17, including all obligations of the Developer hereunder, are without prejudice to the Developer’s rights and obligations arising as a result of the occurrence of any Supervening Event.

## 2. ENVIRONMENTAL COMPLIANCE WORK PLAN

### 2.1. General Requirements

- 2.1.1. The Developer shall prepare an Environmental Compliance Work Plan (“ECWP”) that specifically identifies all of the environmental goals and compliance requirements for the Project and the Developer’s detailed plan to meet or exceed those goals and requirements. The ECWP shall be submitted to the Department for Approval prior to issuance of NTP2.

At a minimum, the ECWP shall comply with the requirements of Sections 14.8.1 and 14.8.2 of Section 14 (Landscaping and Aesthetics) of Schedule 10 (Design and Construction Requirements) and include the following:

- a. All environmental elements defined in table “Summary of Impacts and Mitigation for the Preferred Alternative” in the ROD;
  - b. All elements assigned to the Developer in the I-70 East Mitigation Measures Status as provided in the Reference Documents;<sup>1</sup>
  - c. All elements required by Environmental Law and Environmental Approvals;
  - d. Description of the means and methods to meet all Environmental Requirements during both the Construction Period and the Operating Period. (To include, for example, detailed procedures that the Developer shall utilize to meet Environmental Requirements for dewatering in both the Construction Period and the Operating Period and any Government Approvals for removal, management, and disposal of RHMs the Developer shall seek.)
  - e. Description of the process for tracking and documenting the progress and completion of all Environmental Requirements throughout the Construction Period and the Operating Period;
  - f. Description of how the Developer’s Process Control (“PC”) and Independent Quality Control (“IQC”) programs shall function to assure compliance with Environmental Requirements and this Agreement;
  - g. Description of how information related to progress, completion and compliance with Environmental Requirements will be communicated to the Department and recorded in the Developer’s DCS; and
  - h. Description of the roles, responsibilities and qualifications for all members of the Developer’s environmental management team, including the Environmental Manager (“EM”).
- 2.1.2. All plans required by this Schedule 17, including the ECWP and those listed below, shall be written to assure compliance with all Environmental Requirements. The plans listed below shall be referenced by the ECWP and submitted to the Department for Approval with the ECWP. Such plans also shall be considered supporting elements of the ECWP:
- a. Air Quality Monitoring, Maintenance, and Mitigation Plan;
  - b. Construction Noise Mitigation and Monitoring Plan;
  - c. Integrated Noxious Weed Management Plan;
  - d. Materials Management Plan;
  - e. Sampling and Analysis Plan;

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<sup>1</sup> **Note to Proposers:** This document will be provided as a Reference Document after issuance of Addendum No. 2.

- f. Health and Safety Plan;
- g. Spill Prevention Control Countermeasure Plan; and
- h. BTPD Management Plan.

### 3. INDEPENDENT QUALITY CONTROL PROGRAM

The Developer's IQC program, as described in Schedule 8 (*Project Administration*), shall assure compliance with all Environmental Requirements. The Developer shall perform IQC inspections to assure that the Construction Work meets and is being performed in accordance with this Agreement and all Environmental Requirements.

### 4. ENVIRONMENTAL STATUS AND MITIGATION COMPLETION REPORTS

- 4.1.1. The Developer shall report on the status of activities undertaken in accordance with the Environmental Requirements on a regular basis. During the period beginning with NTP1 through the Substantial Completion Date, the EM shall submit an Environmental Status Report ("ESR") monthly for Acceptance. During the Operating Period the Developer shall submit an ESR quarterly for Acceptance. The ESR shall be submitted no later than 10 Working Days following the end of the reporting period. The ESR shall:
- a. Include the current status of compliance with the Environmental Requirements;
  - b. Include a section devoted specifically to water quality. This section shall summarize the water quality protection activities that have occurred during the reporting period and shall include a statement certifying that the Developer is in compliance with the CDPS-SCP, CDOT's MS4 Permit, and CDOT's Standard Specifications for Water Quality Control and Erosion Control. During the period beginning with the issuance of NTP1 through the second anniversary of Final Acceptance, the certification statement shall be signed by the Environmental Manager. After the second anniversary of Final Acceptance through the end of the Operating Period, the certification statement shall be signed by the Project Manager. If the certification statement cannot be signed, a separate Corrective Action Plan shall be submitted for Approval.
  - c. Document any pertinent environmental issues and include a narrative of the compliance actions and environmental activities which have occurred during the reporting period;
  - d. Include a summary of any stakeholder communications and Governmental Authority communications that have occurred during the reporting period;
  - e. Include a summary that lists the plan sets and submittals which have undergone environmental cross-disciplinary review since the last ESR;
  - f. Include dated photographs documenting environmental compliance and activities; and
  - g. Include any other content requirements specified in this Schedule 17.
- 4.1.2. All narratives shall include enough detail to fully document the environmental activities. If the Department requests additional information be included in an ESR, the Developer shall revise the ESR and resubmit the report for Acceptance.
- 4.1.3. When all Environmental Requirements and environmental activities associated with the Construction Work that have been assigned to the Developer are complete, the Developer shall provide a Mitigation Completion Report. The Mitigation Completion Report shall document and certify the completion of all Environmental Requirements including environmental mitigation. The Developer shall submit the Mitigation Completion Report to, and obtain Acceptance thereof from, the Department prior to Final Acceptance.

## 5. ENVIRONMENTAL MANAGER, PROFESSIONALS AND TASK FORCE MEETINGS

### 5.1. Environmental Manager

- 5.1.1. At all relevant times required by Section 16.1 of the Project Agreement, the Developer shall employ an Environmental Manager (“EM”) to be responsible for ensuring compliance with all Environmental Requirements and commitments. The Environmental Manager shall implement all the environmental design, construction and operational commitments, all Environmental Requirements, and all conditions of the Environmental Approvals for the Project. The EM shall have the authority to stop or redirect the Work at any time as needed. The EM shall be responsible for the following:
- a. Be the primary liaison between the Developer and the Department on environmental issues.
  - b. Be the lead responder to any non-compliance findings for Environmental Requirements issued by the Department or the Independent Quality Control Manager (“IQCM”) for the Work.
  - c. Provide support to the IQCM to ensure compliance with Environmental Requirements is included in inspections.
  - d. The EM shall conduct a weekly field review of the entire Project. A summary of the field reviews shall be included in the ESR.
  - e. Coordinate the implementation of procedures to meet all Environmental Requirements.
  - f. Ensure full compliance with all Environmental Requirements in the Work.
  - g. Ensure that environmental tasks are performed by qualified environmental professionals and provide the resources to perform the Work needed to meet the Environmental Requirements. Activities performed by environmental professionals shall be reported in the ESR and include the resumes of the individuals performing the Work.
  - h. Lead environmental cross-disciplinary reviews of all design submittals in order to confirm compliance with all Environmental Requirements and environmental design commitments. A summary of these reviews shall be included in the ESR.
  - i. Perform reviews of proposed Developer Changes prior to submittal to the Department of any related Developer Change Notice pursuant to Schedule 24 (*Change Mechanism*). The submittal of a proposed Developer Change Notice by the Developer to the Department shall include documentation that the EM has performed due diligence and that the proposed Developer Change complies with the Environmental Requirements. A summary of these reviews shall be reported in the ESR.
  - j. Measure the number and severity of non-conformances with the Environmental Requirements and include a summary of the findings in the ESR.
  - k. Implement improvement strategies to reduce the number and severity of non-conformances with the Environmental Requirements and include a summary of the findings in the ESR.
  - l. Monitor Work for conformance with Environmental Requirements and include a summary of the findings in the ESR.
  - m. Plan and implement the Environmental Compliance and Mitigation Training Program described in this Schedule 17.

- n. Lead a field review with the Department to review the Project and environmental issues every month. This field review can be counted as a substitute for the EM's weekly field review.
  - o. The EM shall coordinate the participation of the appropriate members of the Developer's team for, and lead, environmental task force meetings as such meetings shall otherwise be conducted pursuant to Section 5.3 of this Schedule 17.
  - p. Attend all public meetings related to the Project and participate as needed.
  - q. Provide Mitigation Completion Report documenting and certify the completion of all Environmental Requirements.
- 5.1.2. The EM's responsibilities shall not be delegated to production staff or other Persons without Department Approval.

## **5.2. Other Environmental Professionals**

- 5.2.1. Where this Agreement requires work to be performed by a qualified environmental professional (e.g., a qualified wildlife biologist or a qualified highway noise specialist) the individual performing the work shall have the appropriate educational credentials and a minimum of two years' professional experience in the specific discipline, unless higher standards are specified. The qualifications of the environmental professional(s) performing the work shall be submitted to the Department as part of the Environmental Status Reports and Mitigation Completion Reports.

## **5.3. Environmental Task Force**

- 5.3.1. The Developer shall conduct environmental task force meetings pursuant to Section 9.2.1 of Schedule 8 (*Project Administration*) and this Section 5.3.
- 5.3.2. Environmental task force meetings shall be held on a weekly basis during the Construction Period. During the Operating Period, the Department may require such meetings on an as needed basis.
- 5.3.3. The EM shall coordinate and lead the environmental task force meetings pursuant to Section 5.1.1.o of this Schedule 17. During the Operating Period, and after the required term for appointment of the EM set out in Schedule 27 (*Key Personnel*) has ended, the Developer's Project Manager (or, alternatively, an Approved designee) shall coordinate and lead such meetings.

## **6. ENVIRONMENTAL COMPLIANCE AND MITIGATION TRAINING PROGRAM**

### **6.1. General Requirements**

- 6.1.1. The Developer shall develop and implement an Environmental Compliance and Mitigation Training Program ("ECMTP") for the Developer's supervisory personnel, including those of Subcontractors who will enter within the Site boundaries to perform Construction Work. In addition, IQC inspectors, supervisory staff, and the IQCM shall participate in the ECMTP. The ECMTP shall provide supervisory personnel and inspectors with an understanding of all Environmental Requirements for the Project and train them to stay in compliance with the Environmental Requirements. The ECMTP shall specify training that supervisory personnel shall provide to other non-supervisory personnel in environmental compliance practices.
- 6.1.2. The ECMTP shall include the following elements:
- a. Water quality requirements;
  - b. Maintaining approved limits of disturbance;
  - c. Tree and shrub protection;
  - d. Avoidance and minimization of impact to waterways and stormwater conveyances;

- e. Seasonal work restrictions – trees, waterways, and migratory birds;
- f. Pumping and dewatering operations;
- g. Discovery of archaeological material or human remains;
- h. Discovery of paleontological resources;
- i. Hazardous Substances;
- j. Historic property protection requirements;
- k. Construction noise mitigation;
- l. Dust and construction emissions mitigation;
- m. Site general housekeeping measures;
- n. Concrete and asphalt waste material management;
- o. Spill prevention, response, and cleanup;
- p. Protection and access requirements for parks and maintenance of trail detours;
- q. Impacts and consequences for departure from approved operating procedures;
- r. Instruction to supervisors for training their direct reports in the required procedures, practices, and techniques to maintain environmental compliance;
- s. Additional topics as needed to maintain compliance with the Environmental Requirements; and
- t. Responsibilities of production supervisors and inspectors in connection with environmental compliance.

The EM shall implement the ECMTMP and submit it to the Department for Acceptance prior to issuance of NTP2. After NTP2 the Developer shall not allow any personnel to begin Work on the Site without completing the training required by the ECMTMP. Construction Work conducted on the Site prior to the issuance of NPT2 shall be conducted under the environmental requirements of the CDOT Special Use Permit and otherwise subject to the early access and use provisions set out in Section 1.2 of Schedule 18 (Right-of-Way). The Developer shall revise the ECMTMP regularly to reflect the most current policies, rules, and regulations and provide annual updates to the ECMTMP to the Department for Acceptance 30 Calendar Days after the end of each Contract Year. The Developer shall keep records of the number of sessions and staff who has completed the ECMTMP and report this information, including the sign in sheets, annually in the ESR.

## **7. DEPARTMENT PROVIDED ENVIRONMENTAL APPROVALS**

The Environmental Approvals listed in Table 17-1 were obtained prior to the Agreement Date by the Department. These represent a portion of the Department Provided Approvals. Subject to Section 8.4 of the Project Agreement, Law and the terms of the applicable Department Provided Approvals, the Department hereby delegates to the Developer responsibility to perform all conditions, commitments and requirements contained in or arising out of these and all other Department Provided Approvals.

**Table 17-1 Department Provided Approvals**

Environmental Approvals	Permitting Agency/Approval Agency
Record of Decision and Section 4(f) Evaluation	Federal Highway Administration (“FHWA”)
I-70 East Section 106 Programmatic Agreement	State Historic Preservation Office (“SHPO”), Colorado Department of Transportation (“CDOT”) and FHWA

**8. REQUIRED ENVIRONMENTAL APPROVALS**

- 8.1.1. Pursuant to Section 8.4.2.a of the Project Agreement, the Developer shall be responsible for obtaining all Environmental Approvals (other than the Department Provided Approvals) required to perform its obligations under this Agreement. A non-exhaustive list of the Environmental Approvals that the Developer shall be required to obtain pursuant to Section 8.4.2.a of the Project Agreement is found in Table 17-2. Table 17-2 is provided for convenience only.
- 8.1.2. For certainty, the Developer shall also obtain any additional Environmental Approvals not listed in Tables 17-1 or 17-2 as and when required pursuant to its obligations under this Agreement.
- 8.1.3. Pursuant to Section 8.4.3.b of the Project Agreement, the Developer shall also be responsible for performing all necessary actions and shall bear all risk of delay and/or all risk of increased cost, in either case, associated with Governmental Approvals (including, for certainty, Department Provided Approvals) and with Permits to the extent provided for in such Section, including in certain circumstances by obtaining new, or modifications, renewals and extensions of existing, Governmental Approvals (including, for certainty, Department Provided Approvals) and Permits.

**Table 17-2 Required Environmental Approvals**

Environmental Approvals	Permitting Agency/Approval Agency
Air Pollutant Emission Notice (“APEN”)	Colorado Division of Public Health and Environment (“CDPHE”) Air Pollution Control Division (“APCD”)
Stationary Source Air Quality Permit	CDPHE, APCD
Fugitive Dust Permit	CDPHE, APCD
Asbestos Abatement Permit	CDPHE, APCD
Demolition permits	CDPHE and all applicable Governmental Authorities
Historic Structures Demolition Permit	City and County of Denver Landmark Preservation Commission
Construction Noise Permit	All applicable Governmental Authorities
Temporary Noise Variance	All applicable Governmental Authorities
Clean Water Act Section 402 Construction Dewatering Permit	CDPHE Water Quality Control Division (“WQCD”)
Construction Activities Stormwater Discharge Permit (“CASDP”)	City and County of Denver (“CCD”) – Wastewater Management
Colorado Discharge Permit System (“CDPS”) Stormwater Construction Permit (“SCP”)	CDPHE WQCD
Municipal Separate Storm Sewer System (MS4) Discharge Permit (CDOT MS4 discharge requirements)	CDPHE WQCD
Municipal Separate Storm Sewer System (MS4) Discharge Permit (outside CDOT ROW)	All applicable Governmental Authorities
Subterranean Groundwater Permit	CDPHE WQCD
Construction Dewatering Permit	CDPHE WQCD

Environmental Approvals	Permitting Agency/Approval Agency
Remediation Activities Discharging to Surface Waters Permit	CDPHE WQCD
Remediation Activities Discharging to Groundwater	CDPHE WQCD
Substitute Water Supply Plan	Colorado Division of Water Resources
Notice of Intent to Construct Dewatering Wells	Colorado Division of Water Resources
Notification as Resource Conservation and Recovery Act ("RCRA") Generator.	CDPHE Hazardous Materials and Waste Management Division
Stormwater Quality Discharge Permit for Construction Activities	City of Aurora
Sewer Use and Drainage Permit ("SUDP")	CCD
Well Abandonment Report (GWS-09)	State of Colorado, Office of State Engineer
Black Tailed Prairie Dog Removal Permit	Colorado Parks and Wildlife ("CPW")
SB40 Certification/Approval	CPW
Nest Take Permit	The United States Fish and Wildlife Service ("USFWS")
Clean Water Act Section 404 Permit	United States Army Corps of Engineers ("USACE")
Special Use Permit	Colorado Department of Transportation

8.1.4. The Developer shall not pursue any new Environmental Approval, or seek to modify, renew or extend any existing Environmental Approval:

- a. that reflects any change to the Project not described in the Preferred Alternative and/or the Reference Documents without Department Approval of the proposed new, modified, renewed or extended Environmental Approval; and
- b. where the Environmental Approval or possible changed element of the Project is subject to any agreements CDOT or the Enterprises has or have made with State and local Governmental Authorities in connection with the Project (for example, the Section 106 Programmatic Agreement) without Department Approval of the proposed new, modified, renewed or extended Environmental Approval.

8.1.5. The Department may, at its discretion, require the Developer to submit the Colorado Department of Transportation's Reevaluation Form (CDOT Form No.1399) in connection with the Developer obtaining any Environmental Approval, including any modification, renewal or extension thereof, and in connection with any Change made pursuant to Schedule 24 (Change Procedure) and documented in a Change Order or a Directive Letter.

**9. ENVIRONMENTAL REQUIREMENTS FOR SPECIFIC ENVIRONMENTAL RESOURCES**

**9.1. General**

9.1.1. The Environmental Requirements for specific environmental resources are set out in Schedule 10A (Applicable Standards and Specifications), including I-70 East Mitigation Measures Status, the FEIS, and the ROD. In addition, the Environmental Approvals and this Schedule 17 contain additional Environmental Requirements and/or clarifications of Environmental Requirements for specific individual environmental resources.

9.1.2. All environmental resources within and adjacent to the Site which are to be protected from disturbance during construction (for example wetlands and historic resources) shall be clearly shown on the Release for Construction ("RFC") Documents. The techniques and methods to be used for protection of the environmental resource (for example fencing and signage) shall be shown in the RFC Documents. The protective measures shall be put in place prior to work beginning in the area and maintained through the Construction Period.

## 10. AIR QUALITY

### 10.1. General Requirements

10.1.1. The Developer shall comply with all applicable air quality regulations and shall prepare and submit an Air Quality Monitoring, Maintenance, and Mitigation Plan (“AQ3MP”), for Acceptance, prior to issuance of NTP2.

10.1.2. The Developer shall be responsible for obtaining all air quality Permits necessary to complete the Work, including but not limited to those listed in Table 17-2. The Developer shall have sole responsibility for compliance with all applicable air quality Environmental Approvals.

#### 10.1.3. Air Quality Monitoring, Maintenance, and Mitigation Plan

a. The Developer shall prepare and implement the AQ3MP using the CDOT Air Quality Monitoring, Maintenance, and Mitigation Template. All template section and subsection headings shall be used. If a Section or subsection is not applicable, the reason it is not applicable shall be specified. New sections or additional subsections shall be added as necessary to fully describe the AQ3MP, identify personnel responsibilities, describe technical methodologies, list assumptions, and present procedures and methods for documenting and reporting. The AQ3MP will include the following:

i. Fugitive Particulate Emission Control

The Developer shall monitor Project fugitive particulate emissions including those from construction equipment and stationary sources. The Developer shall perform and document a daily visual inspection of active Work sites within the construction site boundary with the goal of preventing off-site transport of fugitive particulate emissions. If off-Site transport of fugitive particulate emissions occurs and is observed by the Developer or is reported to the Developer, the observer or the Developer representative who received the report shall immediately inform the EM and the Construction Manager or, if not available, the next highest-ranking member of the construction team. The Construction Manager shall ensure the implementation of appropriate Best Management Practices (“BMPs”).

ii. Opacity Measurements

The Developer shall perform and document daily opacity readings from all stationary sources that are operated on the Site that are subject to opacity limits in Section II.A of Air Quality Control Commission Regulation No. 1 (5 CCR 1001-3) and any applicable Permit conditions. The Developer’s personnel performing opacity readings shall be certified according to State and Federal standards and the certification status maintained throughout the duration of the Construction Work. The personnel performing the daily opacity readings on stationary sources may be the same personnel inspecting the Site for off-Site transport of pollutants. If opacity readings exceed allowable limits, the inspector shall immediately inform the EM and the Construction Manager or, if not available, the next highest-ranking member of the construction team. The Construction Manager shall ensure the implementation of effective BMPs as described in the I-70 East Mitigation Measures Status.

iii. PM-10 Monitoring

The Developer shall conduct continuous PM-10 monitoring during the Construction Period in accordance with 40 CFR Part 58 (*Ambient Air Quality Surveillance*) adequate to characterize PM-10 concentrations along the active construction corridor. The AQ3MP shall specify the number, type, and location of PM-10 monitors that will make up the network and shall provide for hourly sampling. At each station a PM-10 sampler will be installed in a climate controlled facility. The stations shall be designed to meet all applicable Federal, Environmental Protection Agency (“EPA”), and Colorado APCD standards. The

Developer shall select PM-10 monitoring locations consistent with EPA siting criteria for surface data collection and shall provide rationale for location selection. Locations of the PM-10 monitors shall be adjusted during the Construction Period to accommodate construction phasing. The Developer shall calibrate the PM-10 monitors twice per week with no more than 4 Calendar Days between calibrations. Proposed locations of the PM-10 monitors shall be submitted to the Department for Acceptance at least two weeks prior to operating the monitor at the proposed location.

iv. Meteorological Data Collection

The Developer shall continuously monitor meteorological conditions including on-Site wind-speed and wind gusts, wind azimuths, barometric pressure, relative humidity, and temperature, to assist in making decisions regarding mitigation of fugitive particulate emissions. This data may be collected at the PM-10 monitors or the Developer may obtain data from existing local data sources. If data is obtained from local sources, the sources being used shall be listed in the AQ3MP.

v. Project Independent Air Monitoring Data from Swansea Elementary

Air quality will be monitored at Swansea Elementary School as part of an independent research project that is separate from the Developer's Project. It is expected that the following criteria pollutants will be monitored: nitrogen dioxide (NO<sub>2</sub>), PM-10, and PM-2.5. Additional pollutants may be added to the monitoring list. Monitoring results will be made available to the Developer approximately one week after the data is collected. The Developer shall review such data as it becomes available to identify trends to help determine if BMPs are being used effectively.

vi. Automated PM-10 Alert System

The Developer shall implement an automated PM-10 alert system that will communicate via both text messaging and email when a PM-10 monitored level reaches a running eight hour average concentration of 135  $\mu\text{g}/\text{m}^3$ . This alert system will continuously monitor the real time data from the Project's PM-10 monitors. The level of 135  $\mu\text{g}/\text{m}^3$  is specified in order to allow corrective actions to be implemented prior to exceeding the National Ambient Air Quality Standard ("NAAQS") of 150  $\mu\text{g}/\text{m}^3$ . The alert system shall inform the Construction Manager, EM, designated Department staff, and designated CDPHE Air Pollution Control Division staff of the PM-10 concentration and location of the alerting monitor. Upon receiving an alert, the Construction Manager shall respond immediately to identify the source of the PM-10 event and implement effective BMPs for dust control. This mitigation will continue until the next running 8-hour PM-10 concentration from the alerting monitor is below 135  $\mu\text{g}/\text{m}^3$ . All actions associated with responding to a 135  $\mu\text{g}/\text{m}^3$  or greater reading shall be communicated with the EM, designated Department staff, and designated CDPHE Air Pollution Control Division staff via email within one hour of the event.

vii. Posting of PM-10 and Meteorological Data

The Developer shall collect and submit PM-10 and Meteorological data to the Department in an electronic format. This data submittal is for the purpose of posting on the Project website and is separate from the reporting requirements under Section 10.1.4 of this Schedule 17. Data for each 24 hour period shall be submitted to the Department prior to the end of the following Working Day. The data shall be submitted in a format that allows the Department to review the data and post selected data in a manner specified by the Department. The PM-10 data shall be submitted in the following formats: (1) actual data for each

individual reading, (2) the 8-hour running average, and (3) the average for each 24 hour period. Meteorological Data shall include temperature, humidity, wind speed, and wind direction for each reading. The results of the PM-10 monitor calibration shall be included in the data submittal.

viii. Air Quality BMPs

The Developer shall provide a list of air quality BMPs that the Developer will use for Construction Work and a description of how each will be implemented. BMPs are listed in the FEIS, ROD, and other Environmental Approvals. Where practicable, the Developer shall use alternatives to diesel engines and/or diesel fuels, such as biodiesel, liquefied natural gas, compressed natural gas, fuel cells, and electric engines.

10.1.4. Air Quality Reporting

- a. The Developer shall maintain a daily log of air quality observations and mitigation measures during all phases of the Construction Work and shall provide a monthly report and the monthly log of data collected to the Department in the ESR. The log shall include a daily report of the following information:
  - i. A description and location of construction activities being conducted on that day that could negatively impact air quality, including, for example, excavation, clearing and grubbing, demolition, and utilizing unpaved staging areas and haul roads.
  - ii. A report on the daily visual inspection of the Site, including a description of any visible emissions.
  - iii. The results, time and location of all opacity readings.
  - iv. A report on any off-Site transport of visible emissions, and any violation of any other emissions guideline in Regulation No. 1, Section III.D. The report shall describe the duration of the event, the mitigation measures deployed and actions taken, and the time it took to correct the problem.
  - v. A report on any violation and compliance deficiency of the AQ3MP or Environmental Approval relating to air quality. The report shall describe the duration, time, and location of the event; the mitigation measures deployed and actions taken; and the time it took to correct the problem.
  - vi. All hourly PM-10 and weather monitoring data and hourly eight-hour running average data from the PM-10 monitoring network and the meteorological monitoring station shall be recorded in a digital data logging unit and transmitted by a cellular or satellite system to an online data depository hourly managed by the Developer.

10.1.5. Diesel Nonroad Construction Equipment

- a. For the purposes of this Schedule 17, the term Diesel Nonroad Construction Equipment (“DNRCE”) shall refer to large (>50 hp), stationary and mobile, nonroad equipment, powered by compression-ignition (diesel) engines.
- b. All DNRCE that is on Site for more than 10 total Calendar Days must either 1) have engines meeting EPA Tier 4 standards or 2) be EPA rated Tier 2 or Tier 3 that have been retrofitted with diesel particulate control technology and engine preheaters. Retrofit systems and technology shall be selected to bring Tier 2 and Tier 3 DNRCE up to Tier 4 standards or as close to Tier 4 standards as practicable. DNRCE with Tier 0 and Tier 1 engines are not allowed on the Site.

- c. Emission control technology shall be operated, maintained, and serviced as recommended by the emission control technology manufacturer.
- d. All mobile DNRCE that is on Site shall comply with the idling restrictions and opacity requirements of the City and County of Denver's Code of Ordinances, including *Chapter 4 Air Pollution Control, Article IV Mobile Sources*.
- e. The Developer shall ensure that all Subcontractors adhere to these requirements. The Developer shall maintain records of all DNRCE on Site at all times. The Developer shall submit a quarterly report to the Department summarizing the DNRCE present on the Site during the reporting period. The report shall include a table which lists: Equipment Type, Manufacturer, Model, Serial Number, Owner Information, Unique Identifier, Original Tier Level, and Retrofit Tier Level, Date brought on Site, Date removed from Site, and Number of Calendar Days on Site during the reporting period, and Total Number of Calendar Days on Site. The report shall also include a statement of certification by the Developer that all DNRCE on site during the reporting period have been listed in the Table. The quarterly report shall also include a list of DNRCE that the Developer plans to bring on to the Site during the next quarter.

#### 10.1.6. Construction Equipment Emissions Retrofit Program

The Department has secured funding and a commitment from the Regional Air Quality Council ("RAQC") to retrofit certain types of construction equipment to reduce emissions. The Developer shall review its fleet to determine if any its vehicles could benefit from this program and report to the Department the results of this review. The Developer is encouraged to participate in the retrofit program. To the extent that the Developer becomes entitled to participate in such program, any funding provided to it thereunder shall be independent of any payment obligations under, or payment provisions of, this Agreement.

## 11. NOISE

### 11.1. General Requirements

The Department has performed a noise impact analysis with abatement recommendations as part of the preliminary design for the FEIS. The Statement of Likelihood and recommendations of this analysis are included in Section 5.12 of the FEIS and in the Noise Technical Report (Attachment K) of the FEIS. The noise analysis was completed using the geometry assumptions documented in the FEIS.

### 11.2. Noise Analysis and Report

- 11.2.1. The Developer shall perform a noise analysis based on its final design. Results of the noise analysis shall be documented in a preliminary and final Noise Technical Report and submitted to the Department for Acceptance. For information, the FHWA Traffic Noise model ("TNM") used in the FEIS analysis is available to the Developer as a Reference Document.
- 11.2.2. The preliminary and final design noise analysis and Noise Technical Report shall follow the format of the FEIS analysis referenced above and include the same receiver locations as well as any new receivers that exist due to land use changes. The preliminary and final design noise analysis shall utilize the same model used in the FEIS and shall be produced in accordance to the standards and procedures of the CDOT *Noise Analysis and Abatement Guidelines*.
- 11.2.3. The noise analysis and Noise Technical Report shall determine and document the noise effects of any changes to the vertical and horizontal alignment from the Reference Design. The noise analysis and Noise Technical Report shall include a detailed description of the locations where the horizontal and vertical roadway elevations have changed from the Reference Design. The noise analysis and Noise Technical Report shall determine if any new neighborhoods have become eligible for noise abatement. If any new areas become eligible for noise abatement due to changes to the vertical or horizontal alignment, the Developer shall include the analysis for recommended noise abatement in the noise analysis and report. The Developer shall assure

proposed mitigation is consistent with mitigation standards identified in the FEIS and the ROD, as well as State and Federal guidelines. The Developer shall submit documentation with the noise analysis and Noise Technical Report verifying that the analysis was performed by a qualified individual with expertise in the field of highway noise analysis in Colorado.

- 11.2.4. Top of existing noise barrier elevations shall be documented before the removal of any existing structure. If final design noise analysis determines that top of barrier or structure elevations are lower than their existing elevations, the Developer shall demonstrate that no new visual sight lines are created.

### **11.3. New Noise Abatement**

- 11.3.1. New noise abatement is required in the areas identified in the FEIS and the ROD. The Developer shall optimize the design of the noise abatement infrastructure to maximize the number of receivers receiving a reduction of 5 dBA or greater per CDOT/FHWA guidelines.
- 11.3.2. The Developer shall submit a preliminary Noise Technical Report which contains the optimized design of the proposed noise abatement in the affected neighborhood. Acceptance of the preliminary Noise Technical Report is required before the Benefited Receptor Preference Survey can be conducted.
- 11.3.3. When the preliminary Noise Technical Report has been Accepted by the Department, the Developer shall conduct the Benefited Receptor Preference Survey as described in the CDOT *Noise Analysis and Abatement Guidelines*. The Developer shall provide all material necessary to conduct the survey including exhibits, flyers, door hangers, ballots and return mail envelopes. The Developer shall conduct a public meeting on the proposed noise abatement design. The Developer shall allow the Department the opportunity for ongoing over the shoulder review of all planning activities associated with the Benefited Receptor Preference Survey. The Developer shall submit for Approval the plan of the Benefited Receptor Survey, including the geographic limits of the survey, procedures for conducting the survey, and printed material and other media to be used for the survey at least 14 Calendar Days before completing the survey.
- 11.3.4. Additional new noise abatement will be required if changes to the final vertical or horizontal alignment, or any new Type I action, trigger eligibility as referenced in Section 11.2 of this Schedule 17. New noise abatement infrastructure requirements triggered by changes to the geometry shall be the responsibility of the Developer.
- 11.3.5. After the Benefited Receptor Preference Survey is completed, a Final Noise Technical Report shall be completed to document the final design noise analysis, final geometry and details of the noise barriers. This report shall be submitted to the Department for Acceptance prior to the issuance of RFC Documents.

### **11.4. Existing Noise Abatement**

- 11.4.1. All existing noise abatement structures that are removed, damaged, or otherwise impacted as a result of the Construction Work shall require full replacement. Replacement noise abatement structures shall be constructed to the structural and aesthetic requirements as set out in the Technical Requirements and Section 14 (*Landscaping and Aesthetics*) of Schedule 10 (*Design and Construction Requirements*). Noise abatement structures on the existing viaduct are excluded from this requirement.

### **11.5. Additional Noise Abatement Requirements**

- 11.5.1. Proposed noise walls shall be placed in locations that will accommodate the Ultimate configuration.
- 11.5.2. Noise walls and other abatement measures shall follow the requirements set out in Section 14 (*Landscaping and Aesthetics*) of Schedule 10 (*Design and Construction Requirements*) and the Aesthetic and Design Guidelines, (*Attachment O, FEIS*).
- 11.5.3. Noise walls shall be designed and constructed without open joints or gaps. Joints between noise wall Elements shall be minimized. Where joints are necessary, they will be designed is such a

way that no light can pass through them. If a sealant is utilized to close any joint, it shall have a design life equal or greater than the wall. Emergency access doors and hatches shall comply with the finish requirements of the Aesthetic and Design Guidelines, (*Attachment O, FEIS*) Proposed noise wall designs and location information shall be included in the Developer's public information program.

#### **11.6. Construction Noise Mitigation and Monitoring**

11.6.1. The Developer shall comply with all applicable local sound control and noise and vibration ordinances and regulations, including the use of variances. All required noise permits shall be acquired by the Developer prior to issuance of NTP2.

11.6.2. I-70 East Mitigation Measures Status contains mitigation measures for construction noise and vibration. The Developer shall implement a Construction Noise Mitigation and Monitoring Plan ("CNMMP") that incorporates the mitigation measures outlined in the FEIS and the ROD. The Developer shall submit the CNMMP to the Department for Acceptance prior to issuance of NTP2. The CNMMP shall be comprehensive and provide accurate and detailed information to minimize, monitor and mitigate construction-related noise and include:

- a. Compliance procedures with mitigation measures outlined in the FEIS and the ROD.
  - i. Compliance procedures with applicable noise ordinances or variances granted for the Project;
  - ii. Methodology to establish baseline ambient conditions;
  - iii. Identification of sensitive receptors, for both day and night construction and other Project-related activities;
  - iv. Procedures for monitoring and reporting noise levels for the Project;
  - v. Methodology to prevent, minimize and mitigate noise impacts related to demolition, debris removal, hauling, construction equipment, and construction activities.
  - vi. Implementation plan to construct noise barriers prior to roadway construction;
  - vii. Implementation plan to replace noise barriers as they are removed in locations that have existing noise barriers; and
  - viii. Implementation plan to meet construction noise minimization requirements around the Swansea Elementary School.

### **12. HISTORIC RESOURCES**

#### **12.1. General Requirements**

12.1.1. The Developer shall perform all mitigation measures assigned to the Developer in this Schedule 17 and the I-70 East Mitigation Measures Status.

12.1.2. The Developer shall include the line work showing the Area of Potential Effect ("APE") boundary on all design drawings.

12.1.3. If the Developer's Work results in any changes in effects to the historic resources described in the FEIS and the ROD or in changes to the APE, the Developer shall obtain all required Environmental Approvals. The Developer shall document those changes and provide the Department with all necessary information and reevaluations for coordination with SHPO under Section 106 of the National Historic Preservation Act. This shall include any additional easements (temporary or permanent), property acquisitions, or Utility Relocations that were not previously cleared as part of the Section 106 consultation and Section 106 Determinations of Eligibility and Effects report (Attachment I to the FEIS). The Developer shall not impact historic resources until the Section 106 consultation process is complete and Approved by the Department, FHWA, and SHPO. The Developer shall also be responsible for updating the Section 4(f) evaluation and

obtaining Approval for any modifications to the Section 4(f) evaluation. Additionally, the Developer shall obtain any required demolition permits for historic structures within the City and County of Denver from the Denver Landmark Preservation Commission.

- 12.1.4. The Developer shall protect in place all identified historic resources that are to remain through the Construction Period. Protection measures shall include fencing and additional measures referenced in I-70 East Mitigation Measures Status and/or the I-70 East Section 106 Programmatic Agreement.

### **13. SWANSEA ELEMENTARY SCHOOL**

#### **13.1. General Requirements**

- 13.1.1. Prior to beginning Construction Work in the Swansea Elementary School area, the Developer shall construct the temporary wall as described in Section 14 (Landscaping and Aesthetics) of Schedule 10 (Design and Construction Requirements).
- 13.1.2. The Developer shall minimize construction activities and construction impacts around Swansea Elementary School during school hours. The Developer shall include mitigation activities associated with Swansea Elementary School in the CNMMP, the AQ3MP and all other applicable plans. The Developer shall include the Swansea Elementary School Principal and appropriate Denver Public School District personnel all relevant activities to be conducted by the Developer pursuant to Schedule 14 (Strategic Communications) and keep them fully informed of all activities adjacent to the school.
- 13.1.3. Construction staging shall not occur within 500 feet of Swansea Elementary School.

### **14. PALEONTOLOGY**

#### **14.1. General Requirements**

- 14.1.1. The Developer shall employ a professional paleontologist, permitted through the Office of the State Archaeologist. During the Construction Period when the Denver and Arapahoe Formations are not exposed, the Developer's paleontologist shall spot check the Site weekly. During the Construction Period when bedrock of the Denver and Arapahoe Formations are exposed, the Developer's paleontologist shall provide continuous paleontological monitoring.
- 14.1.2. The Developer's paleontologist shall communicate with the Department to provide seven Calendar Days' notification to the Department's paleontologist informing them when work in the Denver and Arapahoe Formations is scheduled.
- 14.1.3. The Developer's paleontologist shall provide all reports required by the terms of their permits to the appropriate Governmental Authority and submit copies to the Department. The Developer's Paleontologist shall provide a monthly summary of their activity on the Site to be included in the ESR. The Developer's Paleontologist shall provide Paleontological Annual Reports to the Department for Acceptance detailing work completed and fossils collected and curated to the Department. When all earthwork is completed, the Developer's paleontologist shall provide an end of Project Paleontological Summary Report to the Department for Acceptance.
- 14.1.4. During the Construction Period, the Developer's Paleontologist shall communicate directly with the Department's Paleontologist and allow on going over the shoulder review of all field activities. The Developer shall immediately notify the Department in the event of any discovery.
- 14.1.5. Upon discovery of any paleontological resources, the Developer shall immediately cease Work in the vicinity of the discovery, fence off the area, and allow the Developer's Paleontologist to conduct sampling or excavation of specimens by hand or with mechanized equipment. If the Paleontologist collects any specimens, all materials shall be curated following guidance provided in 8 CCR 1504-7 – Historical, Prehistorical, and Archaeological Rules and Procedures. The Developer shall not resume Construction Work in the area until receiving formal notification from the Developer's Paleontologist allowing Construction Work to resume.

## 15. PARKS AND RECREATION

### 15.1. General Requirements

- 15.1.1. The Developer shall reconfigure the Swansea Elementary School site and replace all playground facilities as required by Section 14 (Landscaping and Aesthetics) of Schedule 10 (Design and Construction Requirements).
- 15.1.2. During the Construction Period, segments of the South Platte River Greenway Trail and the Sand Creek Greenway Trail may be subject to temporary detours. The Developer shall provide trail detour signage that complies with the Americans with Disabilities Act of 1990 and Part 6F of the FHWA *Manual on Uniform Traffic Control Devices*.
- 15.1.3. Any reconstructed trail segment shall be rebuilt at minimum to match the existing facility. Trail surfacing on any rebuilt trail segments will be constructed with new material and have smooth transitions to the undisturbed segments.
- 15.1.4. The outfall and any additional visual Project Elements in Globeville Landing Park shall be as set out in Section 14 (Landscaping and Aesthetics) of Schedule 10 (Design and Construction Requirements). The Department will conduct the required Section 6(f) mitigation off-Site. If impacts to the Globeville Landing Park exceed those identified in the FEIS and the ROD, the Developer shall be responsible for all Section 6(f) coordination and mitigation.

## 16. VEGETATION

The Developer shall minimize tree removal and disturbance to native plant communities, especially wetlands, prairie dog towns, riparian areas, and upland trees and shrubs. All native and non-native trees outside of Senate Bill 40 (“SB 40”) jurisdictional areas that are removed that are over four inches diameter at breast height shall be replaced with native trees on a 1:1 basis. All riparian shrubs outside of SB 40 jurisdictional areas that are removed shall be replaced with native shrubs based on areal coverage on a 1:1 basis. New and replacement vegetation shall conform to Section 14 (Landscaping and Aesthetics) of Schedule 10 (Design and Construction Requirements). Additional requirements to avoid, minimize, and mitigate for impacts to vegetation are found in the FEIS and the ROD.

## 17. SENATE BILL 40 WILDLIFE CERTIFICATION

### 17.1. General Requirements

- 17.1.1. The Developer shall evaluate the final design to determine if and how the SB 40 Application Criteria apply as defined by CDOT’s *Guidelines for Senate Bill 40 Wildlife Certification*. The Developer shall not perform Construction Work within SB 40 jurisdictional areas until CPW issues a Programmatic or Formal SB 40 Certification.
- 17.1.2. If a Programmatic SB 40 Certification is required, the Developer shall prepare and submit to the Department a SB 40 Certification application package for Approval, with all documentation required by the CPW Regional Wildlife Manager.
- 17.1.3. If the Project requires Formal SB 40 Certification, the Developer shall be responsible for preparing the SB 40 Certification application package on the behalf of the Department. The Department will Approve the application package and submit it to CPW. Approval of the application package by the Department does not constitute approval by CPW.
- 17.1.4. In SB 40 jurisdictional areas, trees removed during construction, whether native or nonnative, shall be replaced with native trees at a 1:1 replacement ratio based on a stem count of all trees with a diameter at breast height of two inches or greater. Shrubs removed during construction, whether native or nonnative shall be replaced with native shrubs on a 1:1 ratio based on their pre-construction areal coverage.
- 17.1.5. Tree and shrub mitigation for SB 40 impacts shall also conform to the requirements set out in Section 14 (Landscaping and Aesthetics) of Schedule 10 (Design and Construction Requirements).

## **18. INTEGRATED NOXIOUS WEED MANAGEMENT PLAN**

### **18.1. General Requirements**

- 18.1.1. The Developer shall take actions as necessary to control all noxious weeds throughout the Construction Period and the Operating Period. The Developer shall implement proactive procedures to stop the continued spread of List B species and to eliminate the occurrences of any List A species.
- 18.1.2. The Developer shall submit an Integrated Noxious Weed Management Plan (“INWMP”) to the Department for Acceptance prior to the issuance of NTP2. The INWMP shall be implemented during the Construction Period and the Operating Period and will include identification of noxious weeds in the area, weed management goals and objectives and preventive and control methods.
- 18.1.3. The INWMP shall also include a requirement for a monthly Noxious Weed Survey which will be conducted from March through October of each year during the Construction Period and the Operating Period. The Developer shall create a Schedule of Planned Noxious Weed Management Activities based on the findings of the Monthly Weed Survey that shall be submitted to the Department for Information.
- 18.1.4. The Developer shall submit a Noxious Weed Survey and Summary of Treatment Activities Report to the Department for Acceptance for each month beginning with March and continuing through October during the Construction Period and the Operating Period. The Noxious Weed Survey and Summary of Treatment Activities Report shall include the Weed Survey that was completed during the reporting period and a summary of the treatment activities that were implemented.
- 18.1.5. The INWMP shall address the control methods (chemical, biological, preventative, etc.) that will be put in place to stop the continued spread of List B species and to eliminate the occurrences of any List A species.
- 18.1.6. The Developer shall assign a qualified representative to be responsible for implementing the INWMP. This representative shall be directly responsible for weed identification, mapping, scheduling herbicide application, and noxious weed topsoil salvage and herbicide selection. A resume documenting the representative’s qualifications shall be included in the Noxious Weed Survey and Summary of Treatment Activities Report.
- 18.1.7. Noxious weeds observed in and near the construction area at the start of construction will be treated with herbicides or physically removed to prevent seeds blowing into disturbed areas during construction. Noxious weeds identified during construction shall be identified and treated.
- 18.1.8. Additional requirements of the INWMP include:
  - a. Initial identification and mapping of the baseline conditions for List A, List B, and List C noxious weed species present on the Site prior to the issuance of NTP2;
  - b. Schedule and procedures for mechanical and chemical practices prior to topsoil salvage and earthwork operations. Potential areas of topsoil salvage shall be assessed for presence and abundance of noxious weeds prior to salvage. Topsoil from infested areas shall be treated by spraying, taking the topsoil off-Site, or by burying the topsoil during construction;
  - c. Noxious weed management practices in sensitive areas (on-Site wetlands and threatened and endangered habitat);
  - d. Procedures for the inspection and washing of the Developer’s vehicles before they are used for construction to ensure they are free of soil and debris capable of transporting noxious weed seeds or roots;
  - e. Areas of temporary disturbance shall be reclaimed in phases throughout the Project and seeded using a permanent native seed mixture. If areas are complete and permanent

- seeding cannot occur due to the time of year, mulch and mulch tackifier shall be used for temporary erosion control and weed prevention until seeding can occur;
- f. Only certified weed-free mulch and bales shall be used;
  - g. Weed control will use the principles of integrated pest management to treat target weed species efficiently and effectively by using a combination of two or more management techniques (biological, chemical, mechanical and/or cultural). Weed-control methods shall be selected based on the management goal for the species, the nature of the existing environment and methods recommended by Colorado weed experts. The presence of important wildlife habitat or threatened or endangered species shall be considered when choosing control methods;
  - h. The Developer shall identify and delineate areas of noxious weed infestations and include written instructions in the INWMP detailing herbicide or other appropriate weed control measures required for weed infestations identified during the monitoring work;
  - i. Noxious weed management after earthwork operations and stabilizing has been completed shall require chemical and mechanical methods that do not disturb native seeding and mulching areas;
  - j. Weed-infested staging areas shall not be allowed. Weed-infested staging areas shall be mowed and cleared of noxious weeds and sprayed with the appropriate herbicide, or as referenced in the *Colorado Weed Management Guide*;
  - k. If imported topsoil is used for any part of the Project, the topsoil shall be inspected and certified noxious weed free.
- 18.1.9. During the Operating Period the Noxious Weed Survey, Schedule of Planned Noxious Weed Management Activities, and Noxious Weed Survey and Summary of Treatment Activities Report can be reduced to 3 times per year.

## 19. VISUAL

The Developer shall comply with the aesthetic Element requirements of the Technical Requirements and Section 14 (*Landscaping and Aesthetics*) of Schedule 10 (*Design and Construction Requirements*).

## 20. WATER QUALITY CONTROL

### 20.1. General Requirements

- 20.1.1. The Developer shall employ and utilize an Erosion Control Supervisor as specified in the Revision of Section 208 (Erosion Control Supervisor) of the CDOT Standard Special Provisions dated April 30, 2015.
- 20.1.2. [ ]<sup>2</sup>
- 20.1.3. The ECWP shall include an organization chart identifying the key personnel responsible for implementing the Developer's water quality compliance activities. The plan shall specifically identify the individuals and positions who shall serve in the roles referenced in Section 208 Erosion Control of the CDOT *Standard Specifications*. The plan shall include a detailed description of the roles that the Developer's Process Control ("PC") and the Developer's Independent Quality Control ("IQC") programs shall be assigned in the quality control and quality assurance of water quality activities.

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<sup>2</sup> **Note to Proposers:** The Enterprises are preparing a new Project Special Provision to be released in a future Addendum, which will be based on Section 208.09 of the CDOT Standard Specifications. Among other customizations, this Special Provision will (a) provide that the Department fills a role similar to the Engineer under Section 208.09 and (b) disapply the liquidated damages provisions given the NCE regime.

- 20.1.4. The IQC Program shall include compliance with water quality requirements as part of all inspection and field reviews and shall issue Nonconformance Reports (“NCRs”) if required to bring the Project into compliance with the CDPS-SCP, CDOT’s MS4 permit, and the CDOT Standard Specifications.
- 20.1.5. The IQC Program shall audit the SWMP Notebook monthly during the period from the issuance of NTP2 until Final Acceptance. The material to be audited includes CDOT Form 1388 and all items required in Standard Specification 208.03(d)1. As part of this audit, all such items required in Standard Specification 208.03(d)1 (e.g. the Daily Inspection Forms (CDOT Form 1388), Form 1176 Inspection Reports, documentation of the corrective action for any findings, Form 105, all other correspondence relating to water quality, and any reports of reportable spills submitted to CDPHE) shall be scanned and entered into the DCS in electronic format. A summary of the audit, any audit findings, and the scanned material shall be submitted to the Department monthly.
- 20.1.6. The Developer shall determine the specific Governmental Approvals and Permits required for the Work. The Developer will be responsible for obtaining and will be the designated entity under all of the water quality permits related to construction activities.
- 20.1.7. If required, the Developer shall obtain a Substitute Water Supply Plan from the Colorado Division of Water Resources for all temporary or permanent dewatering activities.
- 20.1.8. The Developer shall immediately notify the Department of any suspected illicit or improper connections or discharges into any storm sewer system discovered during construction of the Project.

**21. WETLANDS/WATERS OF THE U.S. AND SECTION 404 PERMIT**

- 21.1.1. General Requirements
- 21.1.2. Impacts to jurisdictional wetlands shall not exceed those impacts described in the FEIS and the ROD and are shown in the Existing Wetland Delineation provided in the Reference Documents. The Developer shall further minimize impacts to wetlands as the design is finalized to the fullest practicable extent.
- 21.1.3. The Developer shall obtain a Clean Water Act, Section 404 Permit for impacts to wetlands and waters of the U.S. The Developer shall be responsible for mitigating unavoidable impacts to such wetlands and waters. It is anticipated that a Nationwide Permit 14 (Linear Transportation Projects) will apply to this Project because impacts to jurisdictional wetlands based on the Preferred Alternative are less than the 0.5 acre threshold. The actual Permit requirements are subject to the Developer’s design and approval by the U.S. Army Corps of Engineers.
- 21.1.4. Concurrent with any mitigation requirements mandated by the Section 404 Permit, the Developer shall mitigate for both jurisdictional and non-jurisdictional permanent wetland impacts at a 1:1 ratio per CDOT policy. Mitigation in a wetland mitigation bank located in the South Platte River watershed is acceptable to the Department. The Developer shall comply with the requirements and special conditions outlined in the Section 404 Permit and 401 Certification.
- 21.1.5. If wetland impacts exceed the thresholds identified in the 2006 *Memorandum of Agreement between FHWA and CDOT Regarding the Programmatic Approval of Wetland Findings*, the Developer shall submit a Wetland Finding Report for Approval prior to impacting wetlands. A CDOT Functional Assessment of Colorado Wetlands (“FACWet”) shall be performed if a Wetland Finding is required.
- 21.1.6. The Developer shall protect any wetlands within the Site or adjacent to the Site that are to remain undisturbed. Protected wetlands shall be fenced and marked with signs (and included on design drawings) to keep Project personnel and equipment out. Water quality BMPs shall be utilized to keep sediment out of any protected wetland.

## **22. WILDLIFE**

### **22.1. Black-tailed Prairie Dogs**

22.1.1. There are existing Black-tailed prairie dog (“BTPD”) colonies within the Site that could be impacted during the Construction Period. The CDOT *Impacted Black-tailed Prairie Dog Policy* applies if BTPD colonies are impacted. CPW also regulates certain activities associated with impacts to BTPD. Local Agencies for the Project may have regulating policies to address BTPD populations, as well. The Developer shall be responsible for complying with applicable Law associated with BTPD. When there are conflicting policies, the most stringent policy shall be followed.

22.1.2. Prior to conducting any activities that could potentially impact BTPD, the Developer shall submit a BTPD Management Plan for Department Acceptance. This plan will be submitted to Governmental Authorities for approval, as required by their policies. At a minimum, the plan shall comport with the obligations identified in Section 5.13.5 of the FEIS, CRS 35-7-203, and the CDOT *Impacted Black-Tailed Prairie Dog Policy*.

22.1.3. The plan shall outline the anticipated impacts and how the Developer shall comply with CDOT policies, Local Agency requirements and Environmental Requirements. If BTPDs are relocated or removed during the burrowing owl nesting season (March 15 through October 31), the affected habitat shall be surveyed by a qualified wildlife biologist for the presence of burrowing owls no more than seven Calendar Days prior to initiating relevant construction activities.

### **22.2. Migratory Bird Treaty Act**

The Developer shall comply with the Migratory Bird Treaty Act (“MBTA”) at all times. Protection of migratory birds under the MBTA shall be in accordance with Appendix A Project Special Provisions to this Schedule 17.

### **22.3. Colorado Butterfly Plant (*Gaura neomexicana*)**

Suitable habitat for the Federally threatened Colorado butterfly plant occurs along the South Platte River and Sand Creek. The Developer shall have a qualified botanist conduct surveys for this species during the flowering season within and adjacent to the areas of disturbance at the South Platte River and Sand Creek prior to the commencement of construction activities in these areas. If these areas remain undisturbed between the initial survey and subsequent flowering seasons, the areas shall be re-surveyed each flowering season. Impacts to these areas shall not occur until surveys are complete and it is confirmed that the species is not present. If Colorado butterfly plants are found, the Developer shall notify the Department immediately. Prior to impacting the Colorado butterfly plant, the Developer shall obtain all required Environmental Approval(s) as required pursuant to this Agreement.

### **22.4. Ute Ladies'-tresses Orchid (*Spiranthes diluvialis*)**

Suitable habitat for the Federally threatened Ute ladies'-tresses orchid may occur along the South Platte River and Sand Creek. The Developer shall have a qualified botanist conduct surveys for this species during the flowering season within and adjacent to the areas of disturbance at the South Platte River and Sand Creek prior to the commencement of construction activities in these areas. If these areas remain undisturbed between the initial survey and subsequent flowering seasons, the areas shall be re-surveyed each flowering season. Impacts to these areas shall not occur until surveys are complete and it is confirmed that the species is not present. If Ute ladies'-tresses orchid are found, the Developer shall notify the Department immediately. Prior to impacting the Colorado butterfly plant, the Developer shall obtain all required Environmental Approval(s) as required pursuant to this Agreement.

### **22.5. Burrowing Owl (*Athene cunicularia*)**

High-quality habitat for the State-threatened burrowing owl occurs in association with BTPD colonies that are located throughout the Site area. The Developer shall have a qualified biologist perform burrowing owl surveys following CPW protocols no more than seven Calendar Days prior

to the commencement of Construction activities. The survey shall occur during the burrowing owl nesting season (March 15 to October 31) prior to the removal of any BTPD within the Site. If nesting pairs are identified, the Developer shall notify the Department immediately and Construction Work shall not occur within 150 feet of an active nest site between March 15 and October 31, or as determined necessary by a Department wildlife biologist. If a nest becomes occupied after the start of construction activities in any part of the Site, a seasonal buffer zone shall be required during the burrowing owl nesting season to prevent violation of the Migratory Bird Treaty Act.

## **23. RECOGNIZED HAZARDOUS MATERIALS**

### **23.1. General Requirements**

- 23.1.1. "Recognized Hazardous Materials" (RHMs) are any Hazardous Substances (including soil or water contaminated with Hazardous Substances) present on, in or under any part of the Site, at concentration levels or in quantities that are required to be investigated, removed, managed or remediated pursuant to Law or Developer's obligations under this Agreement. For certainty, RHMs may exist on the surface or subsurface, in groundwater or surface water, or structures to be demolished or modified as part of the Work, and may be mixed with soil, water, building materials, and/or other waste materials.
- 23.1.2. The Developer shall be responsible for the identification, management, removal and disposal of RHMs during the Term in compliance with Environmental Law, any applicable Governmental Approvals and Permits, the terms of this Agreement, the CDOT Standard Specifications, Section 250, Environmental, Health and Safety Management, and any relevant Project Special Provisions. The Developer shall provide all qualified staff and equipment to respond to RHMs in accordance with such requirements.
- 23.1.3. For certainty, if Developer's performance of its obligations pursuant to Section 23.1.2 of this Schedule 17 would entitle it to seek recovery of a Change in Costs as the result of the occurrence of a Compensation Event, the Department may, pursuant to Section 14 of the Project Agreement and Schedule 24 (*Change Procedure*), require an Enterprise Change, to be documented in a Change Order or a Directive Letter, to the effect that the Department (or its designee) shall assume responsibility, in whole or in part, for the identification, management, removal and/or disposal of RHMs in connection with such Compensation Event, provided that, for certainty, the Department may designate the Developer as its designee in any such Change Order or Directive Letter.

### **23.2. Background Information**

- 23.2.1. The Hazardous Materials Technical Report within Attachment H of the FEIS describes the results of an environmental records search for Hazardous Substances that was conducted by the Department. Following the records search, the Department conducted limited subsurface and groundwater investigations focused on the Preferred Alternative ground disturbance areas, as documented in the Limited Subsurface and Groundwater Investigation Report provided in the Reference Documents. The Department conducted sampling for asbestos containing building materials and lead-based paint, as documented in the Asbestos and Limited Lead-Based Paint Inspection of Bridge E-17-FX report provided in the Reference Documents.
- 23.2.2. Additionally, prior to the Setting Date, the Department obtained, and made available as Reference Documents, certain Phase I Environmental Site Assessments ("ESAs") as described in Section 2.2.6 of Schedule 18 (*Right-of-Way*). Pursuant to Section 2.2.6 of Schedule 18 (*Right-of-Way*), during the Construction Period the Department shall continue to obtain and make available additional Phase I ESAs for the remaining ROW Parcels for which it has agreed to obtain such ESAs pursuant to Schedule 18 (*Right-of-Way*). Without limiting its obligations under any other provision of this Agreement, the Developer shall read, conduct diligence of and be deemed to have knowledge of, all environmental due diligence materials referenced in Section 23.2.2 as and when available to it.

### **23.3. Supplemental RHM Diligence**

If the Developer deems it prudent for planning, scheduling, regulatory or other purposes, the Developer may conduct investigations to identify and evaluate RHMs. Subject to the express terms of this Agreement, such additional investigations shall be at the sole cost and responsibility of the Developer.

### **23.4. Groundwater**

23.4.1. RHMs have been documented in the groundwater. Pursuant to Section 23.1.2 of this Schedule 17, the Developer is responsible for the permitting, treatment, management and disposal of such RHMs in the groundwater during the term. At the end of the Term, the groundwater dewatering system shall be turned back to the Department in accordance with Section 34 of the Project Agreement and Schedule 12 (*Handback Requirements*). For certainty, such RHMs shall include naturally occurring and man-made RHMs.

23.4.2. For purposes of the definition of "Unexpected Hazardous Substances", the identification of previously unidentified RHMs in groundwater or surface water at any time after the Setting Date at concentration level or in quantities above the groundwater or surface water standards or defined permit limits will be considered a Known or Knowable Hazardous Substance.

### **23.5. Coordination of with Governmental Authorities**

23.5.1. State and Federally regulated facilities (e.g., sites listed on the National Priorities List, or otherwise under EPA order or agreement, leaking underground storage tanks, and other facilities under State or Federal regulatory jurisdiction) are located within the Project. The Developer is responsible for any notification and coordination with appropriate Governmental Authorities, including CDPHE, EPA, CCD Department of Environmental Health, Division of Oil and Public Safety, and Tri-County Health Department.

23.5.2. The Department shall be invited to all meetings and copied in all communications to Government Authorities regarding the management or disposal of RHMs associated with the Project.

### **23.6. Generator Status and Hazardous Substance Liability and Cost Recovery**

23.6.1. As between the Department and the Developer:

- a. the Developer shall be deemed the sole generator under 40 CFR Part 262 and arranger under CERCLA Section 107(a) with respect to any Developer Release of Hazardous Substances; and
- b. the Department shall be deemed the sole generator under 40 CFR Part 262 and arranger under CERCLA Section 107(a) with respect to any Hazardous Substances for which the Developer is not identified as the generator and arranger pursuant to Section 23.6.1.a of this Schedule 17.

23.6.2. Notwithstanding Section 23.6.1 of this Schedule 17, and subject always to the Developer's rights arising as a result of the occurrence of a Supervening Event, the Developer shall remain responsible for:

- a. RHM characterization, manifests (except generator signature), transport, recordkeeping, management, handling and remediation pursuant to this Agreement, including Section 23.1.2 of this Schedule 17; and
- b. complying with all provisions set out in each of the Approved or Accepted MMP, SAP, HASP, CDOT Procedures for Hazardous Materials Spills That Occur on State and Federal Highways Within Colorado as a Result of a Highway Transportation Incident for traffic incidents and the SPCC Plan, including in each case by maintaining documentation of all pertinent certifications required thereunder for all Subcontractors (which certifications shall be made available to the Department upon request).

23.6.3. To the extent the Department assumes responsibility, in whole or in part, for the identification, management, removal and/or disposal of RHMs pursuant to Section 23.1.3 of this Schedule 17, or is otherwise liable for any Change in Costs, Delay Financing Costs or Milestone Payment Delay Costs associated with RHMs, in connection with a Supervening Event, the Department may take such actions necessary to preserve its claims against other potentially responsible parties for any such costs pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR Part 300, provided such actions do not adversely affect the Project Schedule.

**23.7. Traffic Incident and Construction-related Spills**

The Developer shall comply with:

- a. the CDOT *Procedures for Hazardous Materials Spills that Occur on State and Federal Highways Within Colorado as a Result of a Highway Transportation Incident* with respect to traffic incident spills; and
- b. the SPCC Plan with respect to construction-related spills.

**23.8. Materials Management Plan**

23.8.1. The Developer shall prepare and implement a Materials Management Plan (“MMP”) for applicable handling, storage and suitable disposal of RHMs during the Term. The MMP shall be written to assure compliance with all Environment Requirements. All RHMs shall be tracked from identification to final disposition. Subject to Section 23.1.3 of this Schedule 17, the Developer shall identify, manage, remove and dispose of RHMs in accordance Section 23.1.2 of this Schedule 17.

23.8.2. The MMP shall identify potential RHMs, their locations, the extent of impact, proposed corrective actions, waste management procedures, avoidance measures, investigation measures, and a contingency plan for addressing unforeseen conditions. In addition, the MMP shall define the method for abating RHMs (e.g., lead-based paint, lead-containing paint, asbestos and universal wastes) in structures. The plan shall outline the approach to implementing the MMP and identify required personnel as detailed in item(s) below. In addition to meeting the requirements of Section 250 of the Standard Specifications, the MMP shall demonstrate that the Developer shall manage all RHMs, including soils, groundwater, surface water, and other contaminated substances, in a manner to prevent exposure to proposed Project personnel, the public and the Environment, to prevent any contamination of non-contaminated areas, and in compliance with the Environmental Requirements. The Developer shall be responsible for locating storage facilities and disposal sites for RHMs that are to be removed from the Site. The Developer shall ensure that all requirements of the transporter and the receiving disposal facility and all Environmental Requirements are complied with and are properly documented and the Developer shall not allow any further Release of RHMs.

23.8.3. In the MMP, the Developer shall provide provisions to characterize and classify waste into categories as appropriate for the Project, including:

- a. Hazardous waste as defined under the Resource Conservation and Recovery Act (“RCRA”) requiring off-Site disposal and/or treatment;
- b. Contaminated soils requiring off-Site disposal;
- c. Soils to be stockpiled for further characterization;
- d. Soils with concentrations of waste constituents below regulatory concern that can be reused without restriction;
- e. Soils that can be reused for CCD projects in accordance with Section 4D of the Denver IGA and the CCOD Guidance for Third Party Reuse of Excess Soil From City Projects

(April 29, 2015) that meet the US EPA Regional Screening Limits (“RSLs”) for the applicable receiving site (i.e. residential, commercial);

- f. Wastewater requiring off-Site disposal and/or treatment;
- g. Impacted water to be held for further characterization;
- h. ACM discovered during construction or demolition;
- i. Lead-based paint associated with structures, signage, light posts, etc;
- j. Waste material to be contained for further characterization;
- k. Contaminated groundwater requiring on-Site treatment or off-site disposal;
- l. Circumstances in which a separate comprehensive plan for the long-term cleanup and monitoring of RHMs may be required in accordance with Section 23.9.1 of this Schedule 17; and
- m. Identification of the location and method selected for any treatment or disposal of RHMs pursuant to this Schedule 17.

23.8.4. The MMP shall include a standard template to be used for the Monthly Statement of Regulated Hazardous Materials Management and the Recognized Hazardous Materials Management Completion Report. These reports shall include a narrative description of all RHM-related activities conducted and tracking of all RHMs including, but not limited to, their point of origination, remediation activities, location of disposal (on or off-site) and completed waste profiles, manifest forms, and bill-of-lading forms for proper transportation and disposal of materials off-site. This information shall be available at all times for review by the Department. Without limiting the foregoing, the following information shall be included:

- a. GPS or survey information identifying the point of origination of the RHM and all sampling locations;
- b. Field screening/monitoring results;
- c. Laboratory analytical results;
- d. Disposition including temporary stockpiling, use on-site, use off-site, disposal, etc.;
- e. Management practices;
- f. Transportation methods;
- g. Disposal information, including manifests (hazardous and non-hazardous);
- h. Permits or Governmental Approvals;
- i. In the Monthly Statement of Regulated Hazardous Materials Management, the identification of any separate comprehensive plans for the long-term cleanup and monitoring of RHMs submitted for Acceptance in accordance with Section 23.9.1 of this Schedule 17 during the preceding month or under which response actions are being conducted during such month, and
- j. In the Recognized Hazardous Materials Management Completion Report, identification of all separate comprehensive plans for the long-term cleanup and monitoring of RHMs under which such RHMs were addressed.

23.8.5. The MMP shall be submitted for Approval by the Department prior to issuance of NTP2.

23.8.6. The Developer is responsible for all requirements associated with development and implementation (including administration, monitoring, sampling and reporting) of the MMP.

### **23.9. Long-Term Clean Up Plans**

23.9.1. To the extent that the MMP (as amended and supplemented from time to time) does not address long-term cleanup and/or monitoring of any RHMs for which the Developer is responsible, the Developer shall develop and submit to the Department for Acceptance a comprehensive plan (including a completion schedule) for the long-term cleanup and monitoring of such RHMs.

23.9.2. Upon Acceptance of such a comprehensive plan, the Developer shall be responsible for completing any and all remediation, monitoring and/or related responsibilities related to the relevant RHMs in compliance with such plan.

### **23.10. Sampling and Analysis Plan**

23.10.1. The Developer shall prepare a Sampling and Analysis Plan (“SAP”) to identify and characterize potential RHMs that may be encountered during the Term, and to outline processes for monitoring/screening of RHM for storage, handling, and disposal during the Term. In addition to complying with Section 250 of the CDOT Standard Specifications, the SAP shall include, at a minimum:

- a. Data quality objectives;
- b. Sample collection procedures for all RHMs (e.g., soil, water, asbestos, paint, universal wastes) (field screening, borehole drilling, monitoring well construction, soil sampling and/or groundwater sampling methods, and decontamination);
- c. Quality control;
- d. Field equipment calibration procedures/frequency;
- e. Quality assurance objectives (data); and
- f. Provisions for corrective action, if needed.

23.10.2. The SAP shall be submitted for Approval by the Department prior to issuance of NTP2.

### **23.11. Health and Safety Plan**

23.11.1. The Developer shall have a Certified Industrial Hygienist (“CIH”) prepare a Health and Safety Plan (“HASP”) in compliance with 29 CFR 1910.120 or 29 CFR 1926.65, paragraph (b)(4) for Department Approval and distribute the HASP to all employees that could be potentially exposed to RHMs. The HASP shall be displayed or made available on-Site at all times. The Developer shall develop and maintain on-Site all industrial hygiene information, including “right-to-know” information. In addition to meeting the requirements of Section 250 of the CDOT Standard Specifications, the Developer shall maintain documentation and promptly provide information to the Department, as requested, regarding potential or actual exposure to workers and/or the public. The Developer shall maintain records of all related incidents and notify the Department and appropriate Governmental Authorities immediately. The HASP shall be considered a “living document” and, as such, be amended as construction and operation of the Project progresses during the Term.

23.11.2. The HASP shall be submitted for Acceptance by the Department prior to issuance of NTP2.

### **23.12. Spill Prevention Control Countermeasure Plan**

23.12.1. The Developer shall prepare a SPCC Plan for Acceptance by the Department according to 40 CFR 112, and Section 208.06 (Materials Handling and Spill Prevention) of the CDOT Standard Specifications. The SPCC Plan shall be considered a “living document” and, as such, be amended as construction and operation of the Project progresses during the Term.

23.12.2. The SPCC Plan shall be submitted for Acceptance by the Department prior to issuance of NTP2.

**23.13. Asbestos**

23.13.1. Asbestos in Structures

Prior to performing any demolition activities on any part of the Site of any structures, bridges, removal of Utility Service Lines or any other features that may contain asbestos-containing materials (“ACMs”), the Developer shall determine the presence or absence of ACMs and abate ACMs in accordance with CDPHE Air Pollution Control Commission’s Regulation 8 Part B, OSHA and other requirements of Environmental Law.

23.13.2. Asbestos in Soils

When soil-disturbing activities are performed in areas with known or suspected asbestos-contaminated soil, or where asbestos-contaminated soils is discovered, the Developer shall conduct inspections and abatement in accordance with CDPHE Section 5.5 of the Solid Waste Regulations, CDOT Asbestos-Contaminated Soil Management Standard Operating procedure, the revised Section 250 Standard Specification, and relevant OSHA, and other requirements of Environmental Law.

**23.14. Lead-Containing/Lead-Based Paint Survey on Structures and Regulated Waste**

23.14.1. Lead-containing paint (“LCP”) or lead-based paint (“LBP”) may be present on various components of the project (e.g., residential and commercial building improvements, bridge girders, railings, light poles, abutments). The Developer shall perform Lead-Based Paint surveys, as necessary, conforming to Section 250.04 of the CDOT Standard Specifications (Heavy Metal Based Paint Management) prior to demolition or rehabilitation of all structures that require disturbance, demolition or disposal. The Developer shall avoid sanding, cutting, burning, or otherwise causing the release of lead from paint on selected painted components. OSHA Regulation 1926.62 (29 CFR 1926.62) shall be consulted for worker protection prior to removal of painted components.

23.14.2. If painted metal components are to be removed and recycled, they must be recycled in accordance with CDOT Standard Specification 250.04. The recycling facility shall be notified of the potential presence of LCP/LBP.

23.14.3. The Developer shall comply with all requirements for containing flaked-off paint material and other residue and waste materials that may be generated during removal and transportation of painted structures, including wastewater from power washing operations. At no time will wastewater from power washing operations be allowed to discharge to the surface or any water body. Any encapsulate used to treat the lead-based paint shall render the coated paint non-leachable by not exceeding the threshold of 5 milligrams per liter as confirmed by the Toxicity Characteristic Leaching Procedure (“TCLP”) for lead.

23.14.4. Subject to Section 23.1.3 of this Schedule 17, Developer shall, in accordance with the Environmental Requirements, properly abate, remove and/or dispose of, all RHMs (e.g. regulated or universal wastes) other than solid waste prior to demolition of any buildings or other structures.

**23.15. Monthly Statement of Regulated Hazardous Materials Management**

The Developer shall submit Monthly Statements of Regulated Hazardous Materials Management to the Department for Acceptance summarizing all activities associated with the management, removal and disposal of RHMs during the Construction Period. During the Operating Period, the Monthly Statement of Regulated Hazardous Materials Management shall be submitted monthly, if RHMs were handled during that month.

**23.16. Recognized Hazardous Materials Management Completion Report**

Within 60 Calendar Days following Substantial Completion, the Developer shall submit a Recognized Hazardous Materials Management Completion Report for Acceptance documenting

how the MMP and any plans prepared pursuant to Section 23.9 of this Schedule 17 were implemented and detailing how RHMs were identified, handled and disposed.

### **23.17. Residential Properties Sampling Plan**

To document that adjacent residential properties are not re-contaminated with heavy metals due to construction activities, the Developer shall prepare and implement a Residential Properties Sampling Plan that outlines the procedures for pre, during and post-construction lead and arsenic sampling at four residential properties. The Developer shall determine the properties in coordination with the USEPA, obtain permission to complete the sampling from the property owner, and shall submit the plan to the Department for Acceptance and USEPA and the CCOD for approval prior to issuance of NTP2.

### **23.18. Other Requirements**

23.18.1. The Developer is responsible for any reporting or notification with respect to RHMs required by Governmental Authorities, including, CDPHE, EPA, City and County of Denver Department of Environmental Health, Division of Oil and Public Safety, and Tri-County Health Department.

23.18.2. The Developer is responsible for contacting CDPHE if groundwater monitoring or supply wells will be disturbed by the Construction Work in order to determine the status and any requirements for well protection, replacement or abandonment. Non-operational monitoring and supply wells shall be abandoned in accordance with Colorado Division of Water Resources well-abandonment requirements.

23.18.3. The Developer shall conduct a preliminary survey of any private property or buildings that may be affected by dewatering to establish existing conditions and then shall monitor roadways for any settlement caused by dewatering. The Developer shall repair any damage to roadways, private property, or buildings caused by dewatering operations.

### **23.19. Required Personnel**

23.19.1. The Developer shall designate a RHM Manager who is responsible for implementing the MMP and ensuring the Developer follows all Environmental Requirements applicable to RHM and staff such position from the Agreement Date to the end of the Term. The RHM Manager shall be responsible for leading monthly meetings with the Department to review the status of RHMs. The RHM Manager shall have at least 10 years of experience managing RHMs and shall report to the EM.

23.19.2. The Developer shall designate a HSO in accordance with subsection 250.03(a) of the CDOT Standard Specifications and staff such position from the Agreement Date to the end of the Term. The HSO shall have a thorough knowledge of all applicable OSHA, EPA, State, and local regulations as they pertain to the protection of the environment and the safety and health of the workers and public.

23.19.3. In addition, in accordance with Subsection 250.03(b), the Developer shall designate a Monitoring Technician ("MT") who has completed the 40 hour HAZWOPER and eight hour OSHA Supervisory training. The MT shall be responsible for the identification and monitoring of Hazardous Substances during the Term. The MT shall also be a State and EPA-Certified Asbestos Building Inspector ("CABI").

23.19.4. The Developer shall certify that the procedures, health and safety precautions, and methods described in the MMP, SAP and HASP are in accordance with the OSHA, CDPHE, OPS and EPA standards and all other Environmental Requirements.

## **24. ENERGY**

The Developer shall implement the energy mitigation measures referenced in the ROD to the fullest extent practicable. The Developer shall submit an update quarterly as part of the ECWP update which documents the Developer's procedures and programs to save energy.

**25. DELIVERABLES**

At a minimum, the Developer shall submit the following Deliverables to the Department for Information, Acceptance, or Approval in accordance with the specified timeframes:

**Table 17-5 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance or Approval</b>	<b>Schedule</b>
Environmental Compliance Work Plan (“ <u>ECWP</u> ”)	Approval	Prior to issuance of NTP2
Environmental Status Report	Acceptance	10 Working Days following the end of the reporting period (Monthly during the Construction Periods; quarterly during the Operating Period)
Mitigation Completion Report	Acceptance	Prior to Final Acceptance
Environmental Compliance and Mitigation Training Program	Acceptance	60 Calendar Days following issuance of NTP1
Environmental Compliance and Mitigation Training Program Annual Update and Report	Acceptance	Prior to issuance of NTP2; annually, 30 Calendar Days after the end of the reporting period
Air Quality Monitoring, Maintenance, and Mitigation Plan (“ <u>AQ3MP</u> ”)	Acceptance	Prior to issuance of NTP2, updated annually
Proposed Locations of PM-10 Monitors	Acceptance	Two weeks prior to operating the monitor
Environmental Approvals (all)	Information	Per the requirements of Environmental Law and this Agreement
Migratory Bird Nest Survey	Information	Prior to impacting existing structures or vegetation that may contain active bird nests and prior to specific activities (e.g., clearing), consistent with CDOT and CPW guidance and policy
Preliminary Technical Noise Report	Acceptance	Prior to conducting Benefited Receptor Preference Survey
Benefited Receptor Preference Survey supporting material	Approval	14 Calendar Days prior to conducting Benefited Receptor Preference Survey
Final Noise Technical Report	Acceptance	Prior to issuance of RFC Documents
Construction Noise Mitigation and Monitoring Plan (“ <u>CNMMP</u> ”)	Acceptance	Prior to issuance of NTP2, updated annually
Paleontological Annual Reports	Acceptance	Annually, 60 Calendar Days after the end of the reporting period
Paleontological Summary Report	Acceptance	60 Calendar Days after earthwork is completed
SB 40 Certification Application Package	Approval	Prior to construction work in SB 40 area
Integrated Noxious Weed Management Plan (“ <u>INWMP</u> ”)	Acceptance	Prior to issuance of NTP2, updated annually
Wetland Finding Report (if required)	Approval	Prior to impacting wetlands
BTPD Management Plan	Acceptance	Prior to impacting BTPD

<b>Deliverable</b>	<b>Information, Acceptance or Approval</b>	<b>Schedule</b>
Proposed method for abating all RHMs (e.g. regulated or universal wastes, including, without limitation, asbestos and LCP/LBP) from all structures	Approval	Prior to issuance of NTP2
Materials Management Plan (“MMP”)	Approval	Prior to issuance of NTP2, updated annually
Long-Term Clean Up Plan(s)	Acceptance	As and when required pursuant to <u>Section 23.9</u> of this <u>Schedule 17</u>
Sampling and Analysis Plan (“SAP”)	Approval	Prior to issuance of NTP2, updated annually
Residential Soils Sampling Plan	Acceptance	Prior to issuance of NTP2, updated annually
Health and Safety Plan (“HASP”)	Acceptance	Prior to issuance of NTP2, updated annually
Spill Prevention Control and Countermeasures Plan (“SPCC Plan”)	Acceptance	Prior to issuance of NTP2, updated annually
Environmental Approval	Approval	Prior to conducting Work where an Environmental Approval is required, including any Work that has not been approved in the ROD
Monthly Statement of Regulated Hazardous Materials Management	Acceptance	10 Working Days after the end of each month as per <u>Section 23.15</u> of this <u>Schedule 17</u>
Recognized Hazardous Materials Management Completion Report	Acceptance	60 Calendar Days after the Substantial Completion
Schedule of Planned Noxious Weed Management Activities	Information	Monthly, within five Calendar Days of the Monthly Weed Survey (March through October)
Noxious Weed Survey and Summary of Treatment Activities Report	Acceptance	Monthly, within 10 Working Days of the end of each month (March through October) during the Construction Period. Three times a year during the Operating Period.
Protected Environmental Resources shown in all Plan Sets	Acceptance	To be included with each plan set submittal
Asbestos, Lead-Based Paint and Regulated Materials Survey Report	Acceptance	15 Working Days prior to demolition
Dewatering or Remediation Plan	Acceptance	Prior to discharge as required by the permit
Summary Report of IQC Water Quality Documentation Audit	Information	Monthly, within 7 Calendar Days of the end of the month.
Diesel Nonroad Construction Equipment (“DNRCE”) Report	Information	Quarterly, within 10 Working Days of the end of the reporting period.

Deliverable	Information, Acceptance or Approval	Schedule
BTPD Management Plan	Acceptance	Prior to conducting activities that could potentially impact BTPD, updated annually.

**26. APPENDICES**

Appendix A Project Special Provisions

**Appendix A  
 Project Special Provisions**

The following specifications modify and take precedence over the Standard Specifications. The requirements of Schedule 10A (*Applicable Standards and Specifications*) apply to these Project Special Provisions.

**PROJECT SPECIAL PROVISIONS**

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**REVISION OF SECTION 240  
PROTECTION OF MIGRATORY BIRDS  
BIOLOGICAL WORK PERFORMED BY THE DEVELOPER'S BIOLOGIST**

Section 240 is hereby added to the Standard Specifications as follows:

**DESCRIPTION**

**240.01** The Contractor shall schedule clearing and grubbing operations and Work on structures to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) migratory birds protected by the Migratory Bird Treaty Act ("MBTA"). The Contractor shall retain a qualified wildlife biologist for this Project. The wildlife biologist shall have a minimum of three years of experience conducting migratory bird surveys and implementing the requirements of the MBTA. The Contractor shall submit documentation of the biologist's education and experience.

The wildlife biologist shall survey the location of each protected nest, bird species, the protection method used, and the date installed. A copy of these records shall be submitted to the Department for acceptance.

(a) *Vegetation Removal.*

When possible, vegetation shall be cleared prior to the time when active nests are present. Vegetation removal activities shall be timed to avoid the migratory bird breeding season which begins on April 1 and runs to August 31. All areas scheduled for clearing and grubbing between April 1 and August 31 shall first be surveyed within the Work limits for active migratory bird nests. The Contractor's wildlife biologist shall also survey for active migratory bird nests within 50 feet outside work limits. The Contractor's personnel shall enter areas outside the Right-of-Way in accordance with(e) Permission to Enter Property. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the wildlife biologist until all nests within that area have become inactive. Inactive nest removal and other necessary measures shall be incorporated into the Work as follows:

1. Tree and Shrub Removal or Trimming. Tree and shrub removal or trimming shall occur before April 1 or after August 31 if possible. If tree and shrub removal or trimming must occur between April 1 and August 31, a survey for active nests shall be conducted by the wildlife biologist within the seven Calendar Days immediately prior to the beginning of Work in each area of tree and shrub removal or trimming. The survey shall be conducted for each phase of tree and shrub removal or trimming.
2. If an active nest containing eggs or young birds is found, the tree or shrub containing the active nest shall remain undisturbed and protected until the nest becomes inactive. The nest shall be protected by placing fence (plastic) a minimum distance of 50 feet from each nest to be undisturbed. This buffer dimension may be changed if determined appropriate by the wildlife biologist and Approved by the Department. Work shall not proceed within the fenced buffer area until the young have fledged or the nests have become inactive. If the fence is knocked down or destroyed by the Contractor, the Department will suspend the Work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

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**REVISION OF SECTION 240  
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BIOLOGICAL WORK PERFORMED BY THE DEVELOPER'S BIOLOGIST**

(b) *Surveys*

1. Due to the potential for encountering ground nesting birds' habitat, if Work occurs between April 1 and August 31, the area shall be surveyed by the Contractor's wildlife biologist within the seven Calendar Days immediately prior to ground disturbing activities.
2. The wildlife biologist shall conduct dusk and dawn surveys of Bald Eagle roosts within seven Calendar Days prior to the start of any Construction during the winter season, November 15 to March 15. If a Bald Eagle roost is identified, Construction activity shall not proceed within 0.25 mile of active nocturnal roost sites between November 15 and March 15.
3. The wildlife biologist shall conduct raptor nest surveys within 0.5 mile of the Site prior to the start of Construction and prior to each Construction phase. This survey can be done with binoculars. If Construction activities are located within the CPW recommended buffer zone for specific raptors, "NO WORK" zones shall be established around active sites during Construction according to the CPW standards or as recommended by the wildlife biologist in consultation with the CPW. The "NO WORK" zone shall be marked with either fencing or signing. Work shall not proceed within a "NO WORK" zone until the wildlife biologist has determined that the young have fledged or the nest is unoccupied.

(c) *Work on structures*

1. The Contractor shall prosecute Work on structures in a manner that does not result in a taking of migratory birds protected by the Migratory Bird Treaty Act ("MBTA"). The Contractor shall not prosecute the Work on structures during the primary breeding season, April 1 through August 31, unless he takes the following actions:
  - A. The Contractor shall remove existing nests after August 31 and prior to April 1 of the following year.
  - B. During the time that the birds are trying to build or occupy their nests, between April 1 and August 31, the Contractor shall monitor the structures at least once every three Calendar Days for any nesting activity.
  - C. If the birds have started to build any nests, they shall be removed before the nest is completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.
  - D. Installation of netting may be used to prevent nest building. The netting shall be monitored and repaired or replaced as needed. Netting shall consist of a mesh with openings that are  $\frac{3}{4}$  inch by  $\frac{3}{4}$  inch or less.
2. If an active nest become established, i.e., there are eggs or young in the nest, all Work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied as determined by the wildlife biologist and Approved by the

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Department. The Contractor shall prevent construction activity from displacing birds after they have laid their eggs and before the young have fledged.

3. If the Project continues into the following spring, this cycle shall be repeated. When Work on the structure is complete, the Contractor shall remove and properly dispose of netting used on the structure.

(d) *Taking of a Migratory Bird*

The taking of a migratory bird shall be reported to the USFWS and the Department. The Contractor shall be responsible for all penalties levied by the USFWS for the taking of a migratory bird.

(e) *Permission to Enter Property*

CDOT Form 730, *Permission to Enter Property*, shall be obtained by the Contractor to facilitate the wildlife biologist's ground surveys within adjacent property within 50 ft. of Work limits, where the Contractor's wildlife biologist has determined ground nesting bird habitat may be present. If Permission to Enter Property is denied by a property owner, the Contractor shall record the denial and place the record in the Project file to document that due diligence was pursued.

## Schedule 18 Right-of-Way

### 1. General

#### 1.1. Possession of the Right-of-Way

- 1.1.1. The Department shall provide Developer with Possession of each ROW Parcel, and any Additional ROW Parcels, pursuant to Section 7.2.1.b of the Project Agreement.
- 1.1.2. Set out in Appendix A to this Schedule 18 are all the ROW Parcels that the Department will acquire pursuant to the terms of this Schedule 18 and this Agreement. For certainty, Appendix A does not include any ROW Parcel that comprises part of the Existing CDOT Right-of-Way.
- 1.1.3. Developer shall be responsible for acquiring rights to any Temporary Properties (subject to the terms of this Schedule 18 with respect to any Temporary Easements) and all Permit Areas (subject to Section 8.4 of the Project Agreement).
- 1.1.4. Except to the extent expressly provided in this Agreement, including in this Schedule 18, the Department shall not have any obligation, liability or responsibility with respect to the acquisition, Property Management, maintenance or disposition of, or otherwise with respect to any part of the Site.

#### 1.2. Early Access and Use

- 1.2.1. Prior to the Project License Start Date for any ROW Parcel or any Additional ROW Parcel, Developer may from time to time submit written requests for the Department's Acceptance to visit and inspect any such parcel for purposes of facilitating, and preparing for, Developer's performance of the Work. Developer shall submit any request pursuant to this Section 1.2.1 in such form, and accompanied by such materials (including a Permission to Enter Property Form), as the Department may require.
- 1.2.2. Developer may also from time to time submit written requests for the Department's Approval to enter any other property:
  - a. to which the Department is entitled to grant such permission to enter; and
  - b. that is not or will not be within a ROW Parcel or an Additional ROW Parcel,for surveying, non-intrusive environmental investigation and appraisal purposes, and no other purposes, in each case using a Permission to Enter Property Form.
- 1.2.3. Developer shall submit any request pursuant to either Section 1.2.1 or Section 1.2.2 of this Schedule 18 no later than five Working Days prior to the proposed date of entry.
- 1.2.4. The Department's Acceptance or Approval, as applicable, of any Developer request submitted pursuant to either Section 1.2.1 or Section 1.2.2 of this Schedule 18 shall be subject to such conditions as the Department may require (in the case of an Acceptance, acting reasonably and, in the case of an Approval, in its discretion), including payment of all the Department's associated costs and expenses and Developer having provided (or having procured that a Subcontractor has provided) satisfactory evidence to the Department that there is in place all necessary insurance coverage required by the Department in connection with such access and the activities Developer proposes to conduct during such early access and, as applicable, use.
- 1.2.5. Developer shall be solely responsible for any and all damages and claims resulting from its access to any property pursuant to Sections 1.2.1 and 1.2.2 of this Schedule 18 and any activities performed during such access and, as applicable, use.

#### 1.3. Partial Acquisitions

- 1.3.1. The ROW Parcels set out in Appendix A to this Schedule 18 include certain partial acquisitions from the total ownership of properties depicted in the Right-of-Way Exhibits in Schedule 10B Contract Drawings. The Right-of-Way Exhibits for private ownerships and the Onsite Outfall

System in Schedule 10B Contract Drawings depict entire ownerships of properties from which a partial acquisition will be needed. The maximum entire ownership has been identified simply for identification purposes and the Department's provided partial acquisition shall be the construction limits identified in the Reference Design.

1.3.2. With respect to such partial acquisitions, the following will apply:

- a. The Department will be responsible for acquiring partial acquisitions in accordance with the existing construction limits provided in the current Reference Design. According to the design requirements of CCD, the right-of-way boundary of the maximum partial acquisition will be 6 inches from the back of the sidewalk.
- b. In the event that any of:
  - i. any differences between Developer's design and the Reference Design;
  - ii. any differences between the design, construction, operations and/or maintenance means and methods Developer chooses for any portion of the Project and those set out, referred to or contemplated in any Governmental Approval (including, for certainty, any Department Provided Approval) or the application for the same;
  - iii. the prior acquisition of any Additional ROW Parcel, Developer-risk Permit Area or any Temporary Property Rights; and/or
  - iv. any breach of Law, Governmental Approval, Permit or this Agreement, fraud, wilful misconduct, criminal conduct, recklessness, bad faith or negligence by or of any Developer-Related Entity,requires the acquisition of additional property, such property shall be acquired by Developer as Additional ROW Parcels, Developer-risk Permit Areas and/or Temporary Property Rights.
- c. If Developer elects to have the Department obtain partial acquisitions that are within (but, for certainty, not exceeding) the construction limits in the current Reference Design, Developer shall give the Department written notice to commence partial acquisitions. Such written notice must be accompanied by a CAD file of the design and proposed ROW line work.

#### 1.4. **ROW Manager**

A ROW Manager shall be retained by Developer if Approval of Additional Right-of-Way or Temporary Easement acquisition by Developer is requested of the Department pursuant to Section 3.4 of this Schedule 18. Developer's ROW Manager shall be responsible for all of Developer's acquisition and relocation coordination and compliance requirements pursuant to Sections 3.4 and 3.5 of this Schedule 18. Developer's ROW Manager shall be qualified and Approved by the Department for both acquisition and relocation activities.

#### 1.5. **Tracking of Developer Responsibilities**

- 1.5.1. For Additional Right-of-Way and Temporary Easement acquisitions and Property Management Activities that are the responsibility of Developer pursuant to this Schedule 18, Developer must establish, and provide the Department with, a project tracking and Quality Control/Quality Assurance system, the form and substance of which is subject to the Department's Acceptance, provided that, at Developer's discretion, such system may be either in the form of specialized spreadsheets or a proprietary software program.
- 1.5.2. The project tracking and Quality Control/Quality Assurance system must show the status of field survey, ROW plans, appraisal and appraisal review, acquisition, relocation, property management and Quality Control/Quality Assurance status for all ROW Parcels, Additional ROW Parcels and Temporary Easements.

## 2. Property Management

### 2.1. Property Management – General

- 2.1.1. Property Management activities include responsibility for acquired properties after acquisition and relocation has been completed and possession has been obtained, as such responsibilities are described in Chapter 7 of the CDOT Right of Way Manual, including:
- a. Regular inspection and securing of properties to prevent and/or detect damage or unauthorized occupancy;
  - b. Installation of security fencing;
  - c. Preparing environmental building inventory reports;
  - d. Testing for Hazardous Substances;
  - e. Disconnecting Utilities;
  - f. Boarding-up properties;
  - g. Removal or remediation of Hazardous Substances above the land surface;
  - h. Removal or remediation of subsurface Hazardous Substances;
  - i. Preparation of a Stormwater Management Plan (“SWMP”);
  - j. Installation of the SWMP improvements as required by the SWMP;
  - k. Building or other structural demolition; and
  - l. Miscellaneous maintenance if temporarily necessary,
- (all such activities and responsibilities, “Property Management”).

### 2.2. Property Management Activities and Responsibilities

- 2.2.1. Subject to Section 2.2.2 of this Schedule 18 and the terms of this Agreement:
- a. Developer shall be responsible for all Property Management activities for:
    - i. all ROW Parcels set out in Appendix A to this Schedule 18 and any Additional ROW Parcels, with effect from the applicable Project License Start Date; and
    - ii. any Temporary Easements, with effect from the Calendar Day on which Developer first has the benefit of such easement; and
  - b. to the extent Chapter 7 of the CDOT Right of Way Manual identifies CDOT as the responsible party for specified Property Management activities, Developer shall take the place of CDOT in performing, and being fully responsible for, such activities to the extent Developer is responsible for such activities pursuant to Section 2.2.1.a of this Schedule 18.
- 2.2.2. To help expedite the early availability to Developer of ROW Parcels set out in Appendix A to this Schedule 18 that the Department intends to acquire before the date of issuance of NTP1, the Department will assist Developer by undertaking, subject to Section 2.2.3 of this Schedule 18, Property Management activities for those parcels that are identified in Appendix A to this Schedule 18 as being subject to Department Property Management. The Department shall complete Property Management activities for which it is responsible pursuant to this Section 2.2.2 no later than the Project License Start Date with respect to each such ROW Parcel.
- 2.2.3. The Department’s obligations under Section 2.2.2 of this Schedule 18 shall not include:
- a. any responsibility or liability for removal or remediation of any subsurface storage tanks or other subsurface Hazardous Substances; or
  - b. any Property Management activities that are required as a result of:

- i. any differences between Developer's design and the Reference Design;
  - ii. any differences between the design, construction, operations and/or maintenance means and methods Developer chooses for any portion of the Project and those set out, referred to or contemplated in any Governmental Approval (including, for certainty, any Department Provided Approval) or the application for the same;
  - iii. the acquisition of any Additional ROW Parcel, Developer-risk Permit Area or any Temporary Property Rights; and/or
  - iv. any breach of Law, Governmental Approval, Permit or this Agreement, fraud, wilful misconduct, criminal conduct, recklessness, bad faith or negligence by or of any Developer-Related Entity.
- 2.2.4. For acquisitions by Developer, Developer shall prepare and submit to the Department for Acceptance its own SWMP plans. Developer shall obtain the appropriate permit from the Colorado Department of Public Health and Environment ("CDPHE") and/or the City of Denver for all SWMP improvements and install and maintain such improvements for the entire Construction Period.
- 2.2.5. Developer shall also prepare and submit to the Department for Acceptance a Property Management Plan. The Property Management Plan shall establish administrative and technical means for Property Management, including the security, Hazardous Substances assessment, demolition, debris removal, site clearing, storm water management improvements, and clean-up of building structures and property improvements acquired as part of any ROW Parcel set out in Appendix A to this Schedule 18, any Additional ROW Parcel or any Temporary Easement. The Property Management Plan shall specify how Developer's Property Management activities will conform to Chapter 7, Property Management, of the CDOT Right of Way Manual. The Property Management Plan shall be submitted to the Department for Acceptance no later than 60 Calendar Days after the date of issuance of NTP1. In addition, when Developer receives Approval from the Department to acquire Additional ROW Parcels or Temporary Easements pursuant to Section 3.4 of this Schedule 18, the Property Management Plan will be updated by Developer, subject to the Department's Acceptance, to include any such Additional ROW Parcels and/or Temporary Easements in the plan.
- 2.2.6. Environmental Site Assessments
  - a. Prior to the Setting Date, the Department obtained, and made available as Reference Documents Phase I Environmental Site Assessments ("ESAs") for each "AP" parcel set out in Appendix A to this Schedule 18.
  - b. During the Construction Period, the Department shall obtain, and thereafter make available to Developer, Phase I ESAs for each "RW", "TE" and "PE" parcel set out in Appendix A to this Schedule 18.
- 2.3. Property Management – Demolition**
- 2.3.1. Demolition by Developer as part of its Property Management activities or the Construction Work shall not commence until:
  - a. The Project License Start Date occurs with respect to the relevant ROW Parcel or Additional ROW Parcel;
  - b. All environmental building inventories and environmental testing of any buildings or other structures to be demolished has been completed, all abatement of identified Hazardous Substances in and on such buildings or structures is completed, improvements have been boarded up, all Utilities have been disconnected, all SWMP improvements are in place, and all necessary Governmental Approvals and Permits have been obtained from the City of Denver (including a demolition permit from the City of Denver, the process to obtain which includes coordination with multiple parties and departments, including the Denver Landmark Preservation Commission, the city's forestry department, formal

notification of adjoining property owners, disconnection of utilities by city approved contractors, written verification of termination of utility service by such contractors, and proof of receipt of a demolition permit from CDPHE) and/or the CDPHE, as applicable, all in accordance with the Environmental Requirements.

- 2.3.2. All such demolition must be completed prior to commencing any Construction Work (other than preparatory activities for such demolition, the demolition itself, and non-intrusive inspections of the relevant buildings or structures) on the property. If such demolition is not immediately completed for any reason, Developer shall be responsible for all ongoing Property Management for any existing improvements until demolition is completed.
- 2.3.3. Developer shall, in accordance with Law and the Environmental Requirements, properly abate, remove and/or dispose of, at its own cost, all Hazardous Substances other than solid waste prior to demolition of any buildings or other structures. Developer shall also obtain all permits or other approval documents required by Governmental Authorities including, but not limited to, a Demolition Plan Accepted by the Department in accordance with the Occupational Health and Safety Administration (OSHA) demolition regulations 1926.850 prior to demolition of any buildings or other structures. Such documentation shall be submitted to the Department for Acceptance at least 15 Working Days prior to proposed demolition.

### **3. Additional Right-of-Way and Temporary Easements**

#### **3.1. Acquisition and Relocation Standards**

- 3.1.1. To the extent permitted by this Schedule 18, all activities related to acquisition of Additional ROW Parcels and Temporary Easements, and related relocations, shall be performed by Developer in accordance with Law and applicable procedures, including:
  - a. The Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the "Uniform Act"), including regulations promulgated pursuant to such Act, which appear at 49 CFR Part 24;
  - b. Right-of-Way Requirements for Design/Build Projects, 23 CFR 710.313;
  - c. The Colorado Relocation Assistance and Land Acquisition Policies Act, 24-56-101, et seq., C.R.S.;
  - d. The Colorado Eminent Domain Act, Section 38-1-101, et seq., C.R.S.; and
  - e. The most recent CDOT Right of Way Manual.
- 3.1.2. In relation to any acquisition of Additional ROW Parcels and Temporary Easements, and related relocations, all appraisal, acquisition, negotiation, and relocation activities shall be performed by consultants that have been Approved by the Department, subject to the Department's Acceptance of Developer's support documentation for such activities.

#### **3.2. Acquisition of Right of Way by the Department**

- 3.2.1. In the event Developer requests parcels of land in addition to the ROW Parcels for any reason, including to accommodate its design (including, for certainty, of the Onsite Outfall System), and the Department Approves such request, Developer shall be responsible for such acquisitions and such parcels, as acquired, shall be Additional ROW Parcels. All Additional Right-of-Way shall be held or acquired pursuant to Section 7.3.1 of the Project Agreement and this Section 3 of Schedule 18.
- 3.2.2. Set out in Appendix A to this Schedule 18 are all the ROW Parcels that the Department will acquire, exclusive of Temporary Property and Additional ROW Parcels which are, for certainty, the responsibility of Developer to acquire. The ROW Parcels that the Department will acquire include:
  - a. Selected total acquisitions of residential and commercial properties;
  - b. Partial acquisitions (including acquisitions in fee or for permanent easements);

- c. Acquisitions of fee interests, permits, permanent easements, and/or temporary easement acquisitions from the Union Pacific Railroad (UPRR), Nestle Purina Petcare, NK Sharma, Paul and Maria Cristina Arrieta, Denver Rock Island Railroad (DRIRR), F.C. Equities, Inc., and Burlington Northern Railroad (BNSF), along with properties adjoining the BNSF tracks, including Weakland Investments LLC, Manna Pro West, and Farmers Marketing Association; and
  - d. Right-of-way interests from the City of Denver.
- 3.2.3. Certain ROW Parcels to be acquired by the Department as set out in Appendix A to Schedule 18 specify under the column titled "Date First Available for Possession" that the date of Possession shall follow a notice from Developer. For such ROW Parcels, the Developer shall, pursuant to Section 3.4 of this Schedule 18, provide the Department with a written request that the Department proceed with the acquisition of the identified ROW Parcel. The Department shall have no obligation to proceed with the acquisition and delivery of Possession of any such ROW Parcel unless and until it receives such a request (such request to be submitted no later than 18 months prior to the anticipated Substantial Completion Date (as determined by reference to the Project Schedule)) together with a sufficiently complete design with respect to such ROW Parcel as necessary to justify Developer's request (as reasonably determined by the Department).

**3.3. General Requirements Before Developer Can Initiate Acquisition Of Additional Right-of-Way**

If Developer identifies any:

- a. Additional ROW Parcel that is permanently needed to construct or maintain the Project;
- b. Additional ROW otherwise necessary to meet the Technical Requirements; or
- c. Additional rights beyond those which Developer otherwise has or will have under the Project License in relation to any part of the Right-of-Way or any previously acquired Additional ROW Parcel,

then it shall only take any action to secure or acquire access to or any interest in any such Additional ROW Parcel or additional rights with the Department's Approval and also:

- d. Ensuring that any Additional ROW Parcels or additional rights shall be held or acquired, as applicable, pursuant to Section 7.3.1 of the Project Agreement;
- e. Paying or committing to pay all the Department's and the State's costs and expenses, provided that, in paying all such costs and expenses, Developer is not acquiring, and shall not be deemed to be acquiring, any interest in real property for Developer; and
- f. Agreeing to bear the risk of any time and cost impacts to the Work related to securing or acquiring access to or any interest in such Additional ROW Parcel or additional rights.

**3.4. Request for Additional Right-of-Way and Temporary Easements**

- 3.4.1. In accordance with 23 CFR §710.313(d)(1)(i), Developer must submit written acquisition and relocation procedures to the Department for Approval prior to commencing right-of-way activities for the acquisition of Additional ROW Parcels and Temporary Easements. These procedures shall contain a prioritized appraisal, acquisition and relocation strategy as well as check points for the Department's Acceptance, such as the Department's determination of just compensation, replacement housing payment calculations, replacement housing payment and moving cost claims, appraisals, administrative and stipulated settlements that exceed determined thresholds based on a risk management analysis, etc.

- 3.4.2. Each such request shall include the following documentation:

- a. Copies of Developer's latest design files;
- b. Identification of each Additional ROW Parcel, identification of each Additional ROW Parcel as being a total acquisition or partial acquisition either in fee or for a permanent

easement, or Temporary Easement (where an illustration of each parcel superimposed on an aerial photograph with approximate area of the parcel will be sufficient), and an explanation of a justification for its need; and

- c. A preliminary cost estimate for each parcel that includes separate values for land, improvements, damages or benefits (if any), relocation (if applicable), and survey, Right of Way Plan preparation, appraisal, and acquisition costs. This information is not applicable to, or necessary for, Permits.

### **3.5. Acquisitions of Additional Right-of-Way and Temporary Easements**

- 3.5.1. If written Approval is obtained from the Department pursuant to Section 3.4 of this Schedule 18, Developer may begin the process for the acquisition of the proposed Additional ROW Parcel and/or Temporary Easement at its own cost and expense. Such process includes the activities required to be performed pursuant to this Section 3.5 and as set out in Appendix B to this Schedule 18.
- 3.5.2. All aspects of Developer's process for property acquisitions under this Schedule 18 shall be conducted in compliance with the CDOT Right of Way Manual, including Right of Way Plan preparation, appraisal and acquisition. The appraisal review function pursuant to the CDOT Right of Way Manual, including the issuance of a Determination of Fair Market Value (FMV), is solely the Department's responsibility. Upon issuance of an FMV by the Department, in its discretion, Developer may proceed with acquisition negotiations and relocation, if needed. For any fee parcels acquired as Additional Right-of-Way, Developer shall obtain and provide appropriate release documents for any encumbrances affecting the acquisition parcels, including but not limited to releases of deeds of trust, mortgages, easements, and liens. If liens or encumbrances affect permanent easement parcels being acquired as Additional Right-of-Way, the Department will be notified of such liens and encumbrances and Developer will be required to take the action requested by the Department with respect to such liens and encumbrances, including subordination or release of the liens and encumbrances. An appropriate environmental clearance, as specified in Schedule 17 (Environmental Requirements), shall be required as a prerequisite for Approval of Right of Way Plans for any Additional ROW Parcel.
- 3.5.3. If the proposed Additional ROW Parcel or Temporary Easement is to be acquired from a landowner with whom the Department has an unsettled condemnation case, Developer shall ensure that, to the extent possible, the same appraiser that prepared the appraisal for the Department's condemnation case shall value the proposed Additional ROW Parcel or Temporary Easement. The Department is responsible to review such additional appraisal and issue a FMV in its discretion. No offer can be made to such property owner until such FMV has been issued. Developer must obtain the Approval of the Department's ROW Manager of certain administrative settlements as described in Appendix B to this Schedule 18. Administrative settlements are settlements over the amount of the Department's Approved offer to purchase that are made to the landowner.
- 3.5.4. If authorization is obtained from the Department for the purchase of any Additional ROW Parcel and/or Temporary Easement, Developer's ROW Manager shall meet with the Department, every two weeks, to review the status of the acquisition and relocations and confirm that Quality Control/Quality Assurance measures have been followed. Such periodic reviews will continue until the completion of the acquisition, any related relocation, and Department's Approval of the acquisition and relocations. At such periodic status meetings, Developer shall provide the Department with up-to-date reports from Developer's tracking and Quality Control / Quality Assurance system as established pursuant to Section 1.5 of this Schedule 18 on the status of ROW plan preparation, appraisal and appraisal review, acquisition, relocation and property management activities.

### **3.6. Relocation**

- 3.6.1. For Additional ROW Parcels and any Temporary Easements that may be necessary for total and partial acquisitions, either in fee or for permanent easement, acquired by Developer pursuant to

this Schedule 18, Developer shall relocate any occupants and personal property in accordance with the Uniform Act and the CDOT Right of Way Manual.

- 3.6.2. If the acquisition of any Additional ROW Parcel or Temporary Easement requires occupant or personal property relocation, such relocation shall be conducted in compliance with Chapter 5 of the CDOT Right of Way Manual. Developer shall also comply with the requirements of 23 CFR §710.313(d)(1)(i) as well as 23 CFR §710.313(d)(1)(ii), which specifies that Developer's written relocation plan must provide reasonable time frames for the orderly relocation of residents and businesses as provided at 49 CFR §24.205. These time frames will be based on best estimates of the time it will take to acquire such Additional ROW Parcel or Temporary Easement and relocate families in accordance with certain legal requirements and time frames, which may not be violated. Accordingly, the time frame estimates in Developer's relocation plan for the acquisition shall not be compressed in the event that other necessary actions preceding acquisition miss their assigned due dates.
- 3.6.3. Without limiting Developer's obligations to comply with Chapter 5 of the CDOT Right of Way and 23 CFR §710.313(d), Developer shall follow the procedures set out in Appendix C to this Schedule 18 with respect to any occupant or personal property relocation conducted in connection with any acquisition under Section 3.4 of this Schedule 18.

### **3.7. Condemnation**

- 3.7.1. If Developer cannot reach an agreement with a landowner for the acquisition of an Additional ROW Parcel or a Temporary Easement, Developer may submit in writing a request for Approval from the Department that it acquire the Additional ROW Parcel or Temporary Easement through condemnation proceedings by the Department. Any exercise by the Department of its condemnation rights shall be in Department's discretion. If the Department agrees to exercise such rights, the State Attorney General's Office will file and prosecute all condemnations needed for any such acquisition.
- 3.7.2. Any request by Developer pursuant to Section 3.7.1 of this Schedule 18 shall include the submission to the Department for Approval of a properly completed "Condemnation Memorandum" and "Check List Form" in accordance with the instructions contained in the CDOT Right of Way Manual. The condemnation request shall include a certified check payable to the Clerk of the District Court of the appropriate county in the amount of any required condemnation filing fee and the determination of fair market value or value finding.
- 3.7.3. Developer shall work with the Department to establish a realistic schedule for filing condemnations, and setting and holding immediate possession hearings, which schedule must be Approved by the Department. If a settlement is negotiated with a property owner after the filing of a condemnation, Developer will be consulted on the settlement, provided that the Department shall have discretion to decide whether to Accept the settlement. If a settlement is Accepted by the Department, Developer shall pay the full amount of the settlement. If a valuation trial is held, Developer shall be responsible for payment of the full amount of the valuation trial award, including, if any, all interest, costs and attorneys' fees per CRS 38-1-122, expert witness fees, court reporter, compensation for commission members, court costs, and any other associated costs not identified herein. The Department may require Developer to provide personnel for pre-trial and court testimony for any condemnation request made by it pursuant to Section 3.7.1 of this Schedule 18.
- 3.7.4. Notwithstanding the foregoing, Developer does not and shall not have any power to file or prosecute condemnations or otherwise exercise any power of eminent domain, and neither the Enterprises nor the Department shall have any obligation to exercise, or to seek or secure the exercise, by any other Governmental Authority (including the State Attorney General's Office) of the same.
- 3.7.5. If there are any time delays as a result of condemnation proceedings, regardless of whether the Department or Developer was responsible for the particular acquisition, all costs and schedule implications associated with such time delays shall be borne by Developer.

### **3.8. Developer Possession of Acquired Properties**

No later than five Working Days prior to the tender of payment to the property owner of the acquisition price in respect of any Additional ROW Parcel or Temporary Easement, Developer shall submit for the Department's Acceptance a complete parcel acquisition file, which shall include copies of offer letters, FMV determinations or value findings, fully executed easement documents and/or agreements, the negotiator's signed diary, a statement signed by the property owner acknowledging receipt of payment in full and, if relocation was applicable, all required relocation forms. The submittal of a parcel acquisition file shall also include a confirmation that a Quality Control/Quality Assurance review was completed on the file before submittal to the Department. Developer shall not access or take possession of any Additional ROW Parcel or Temporary Easement until the Department provides written authorization.

### **3.9. Delegations to Department**

- 3.9.1. Notwithstanding any other provision of this Schedule 18, and subject always to compliance with Law, Developer and Department may, in their individual discretion, agree that the Department shall perform, at Developer's cost and expense, any of Developer's obligations under this Schedule 18 with respect to Additional ROW Parcel and Temporary Easement acquisition activities, including Right of Way Plan preparation, appraisal, acquisition, and relocation activities.
- 3.9.2. If the Parties agree that the Department shall undertake any such Additional ROW Parcel and Temporary Easement activities on Developer's behalf, the Department will provide Developer with an estimated cost to perform the work and anticipated approximate delivery schedule. Developer shall be responsible for any increased costs that may result from a delay in obtaining possession and completion of relocation for any Additional ROW Parcel or Temporary Easement acquired by the Department at the request of Developer pursuant to this Section 3.9.
- 3.9.3. Notwithstanding the foregoing, in the event that the Department undertakes any activities on behalf of Developer pursuant to this Section 3.9, Developer shall remain responsible for all Property Management activities in relation to any relevant Additional ROW Parcels or Temporary Easements.

### **3.10. Reinstatement**

- 3.10.1. At the applicable Project License End Date, each ROW Parcel, Additional ROW Parcel and Temporary Easement shall be returned by Developer to the owner or interest holder in the condition required pursuant to the Technical Requirements, and otherwise in the same condition it was in prior to taking Possession (after taking into account required Property Management activities).
- 3.10.2. Developer shall, at its sole cost and expense:
  - a. Undertake all activities necessary to comply with Section 3.10.1 (including, with respect to the ROW Parcels (or any part thereof) on which the Maintenance Yard is located, demolition of any structures built by Developer (except to the extent the Enterprises waive such requirement in writing) and remediation of any Hazardous Substance contamination resulting from Developer's use and occupancy of the Maintenance Yard); and<sup>1</sup>
  - b. Repair and/or replace or restore any damage to such properties that may occur as a result of Developer's occupancy, to a condition reasonably equal to that existing prior to the damage.
- 3.10.3. Restoration activities undertaken pursuant to Section 3.10.2 of this Schedule 18:
  - a. May include repair, replacing in kind, rebuilding, or replanting; and
  - b. Must be completed by the Project License End Date with respect to the relevant property.

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<sup>1</sup> **Note to Proposers:** The bracketed language will only be included if Developer elects to use the Maintenance Yard.

#### **4. ACCESS PERMITS**

##### **4.1. Developer to become member of Notification Association**

Developer shall become a member of the applicable notification association (as defined in CRS 9-1.5) for the geographical area of the Project.

##### **4.2. Operation of the permitting procedure**

- 4.2.1. The Department will ensure that, in the operation of its procedure for issuing Access Permits in relation to the Project, CDOT will act pursuant to this Section 4.
- 4.2.2. The Department will promptly notify Developer of any application for an Access Permit that it receives and provide a copy of the application and all supporting documentation and will consult with Developer in relation to the issue of the Access Permit.
- 4.2.3. The Department will impose a special condition on each Access Permit in substantially the following terms:
  - a. Permittee shall coordinate with Developer of the Project for work that encroaches on the highway managed lanes, and traffic control plans are to be reviewed and accepted by Developer before construction.
  - b. Permittee shall coordinate with the following Developer representative:
    - i. Name
    - ii. Address
    - iii. Phone
  - c. Any indemnification requirement contained in the permit's standard or other special provisions shall be amended to read as follows:
  - d. To the extent authorized by law, Permittee hereby assumes, releases, and agrees to indemnify, defend, protect, and save the State of Colorado and Developer from and against any loss and/or damages to the property of the State of Colorado, Developer, third parties or the Permittee's facilities, and all loss and/or damage on account of injury to or death of any person whomsoever, arising at any time, caused by or growing out of the occupation of Colorado State Highway rights of way by Permittee's facilities or any part thereof, including but not limited to installation, adjustment, relocation, maintenance or operation, or removal of existing facilities, unless such loss and/or damage arises from the sole negligence of willful conduct of the State of Colorado, Developer or their employees or agents.
  - e. Permittee shall also name Developer as an additional insured on their Commercial General Liability, Auto Liability, Pollution Legal Liability and Umbrella or Excess Liability insurance policies in addition to naming the Department as an additional insured as required by Standard Term 3.H.
- 4.2.4. The Department shall use its Reasonable Efforts to address any reasonable requirements of Developer, including in relation to scheduling, in relation to any other special condition to be included in the Access Permit.
- 4.2.5. For certainty, it shall be the responsibility of Developer, and not the Department, to verify to its satisfaction that any Person exercising a right of access pursuant to an Access Permit has complied with its obligation to have insurance cover as required by the special condition referred to in Section 4.2.3 of this Schedule 18.

**5. Miscellaneous**

**5.1. Prohibition Against Coercion, Impairment of Safety, and Inconvenience of Displaced Occupants Still in Occupancy**

5.1.1. Developer acknowledges and agrees that, in compliance with 23 CFR §710.313(d)(3), the Department may establish hold off zones around occupied properties whose occupants are being displaced by any ROW Parcel, Additional ROW Parcel or Temporary Easement acquisition, but have not vacated the premises. If such zones are established, no construction-related activity will be allowed within the hold off zone until the Department provides written authorization.

5.1.2. Developer agrees to comply with, and take all necessary steps to ensure that Department is able to comply with, 23 CFR §710.313(d)(4)-(6) with respect to any ROW Parcel, Additional ROW Parcel or Temporary Easement being acquired pursuant to this Schedule 18.

**6. Deliverables**

At a minimum, Developer shall submit the following to the Department for Information, Acceptance, or Approval as indicated in accordance with the specified time frames.

**Table 1 Deliverables**

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Property Management Plan	Acceptance	60 Calendar Days after issuance of NTP1
Certification of review of CDOT Right of Way Manual	Information	Prior to the issuance of NTP1
Parcel acquisition files	Acceptance	No later than five Working Days prior to the tender of payment to land owner
Condemnation memorandum and check list form	Approval	Concurrent with the request to the Department for property condemnation
Written notification by Developer to commence partial acquisitions accompanied by CAD file of the design and proposed ROW line work	Information	Per Developer's Project Schedule
Written request by Developer to acquire ROW Parcels that require prior notice as indicated in <u>Appendix A</u>	Approval	No later than 18 months prior to the anticipated Substantial Completion Date (as determined by reference to the Project Schedule), provided that any failure by Developer to provide notice by such date shall be considered a waiver of its right to request such acquisition
Written request by Developer to acquire Additional ROW Parcel, including required accompanying documents	Approval	As required
Submit written acquisition and relocation procedures	Acceptance	Concurrent with Developer request to acquire Additional ROW Parcel
Permission to Enter Property Form	Acceptance	At least five Working Days prior to entering private property
Asbestos, Lead-Based Paint, and Regulated Materials Survey Report	Acceptance	15 Working Days prior to demolition
Demolition Plan	Acceptance	15 Working Days prior to demolition
Appraisals	Acceptance	Prior to issuance of FMV by Department
Value Findings	Approval	Prior to offer being made
Relocation Plan	Approval	With request for additional ROW

<b>Deliverable</b>	<b>Information, Acceptance, or Approval</b>	<b>Schedule</b>
Administrative settlement	Approval	Prior to execution of MOA

**7. Appendices**

- Appendix A Right-of-Way Schedule
- Appendix B Steps to be followed by Developer in the Right-of-Way Acquisition Process
- Appendix C Steps to be followed by Developer in the Relocation Process

**Appendix A**  
**Right-of-Way Schedule<sup>2</sup>**

<b>Parcel # (In Fee Unless shown as Partial)<sup>3</sup></b>	<b>Design Section</b>	<b>DEPT = Department DEV = Developer ACQ = Acquisition PM = Property Mgmt.</b>	<b>Owner</b>	<b>Date First Available for Possession</b>
All ROW Interests from CCD for I-70 Reference Design, including the Off-Site Outfall System	Brighton Boulevard to Quebec St.	DEPT – ACQ DEV – PM	CCD	NTP2
AP-5 and AP-5A	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Ringsby Terminal Inc. (previous)	NTP2
AP-11	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Gene Levy (previous)	NTP2
AP-17	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Tedrow Investments LLC (previous)	NTP2
AP-18	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Vibha Sharma (previous)	NTP2
AP-30	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Earl Brown (previous)	NTP2
AP-31	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Victoria & William Burke (previous)	NTP2
AP-41	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Karl C De Baca (previous)	NTP2
AP-54	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Drew Brennan Arnold (previous)	NTP2
AP-57	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Jose Guzman (previous)	NTP2
AP-58	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Mark Escobedo (previous)	NTP2
AP-59	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Adam Van Patten (previous)	NTP2

<sup>2</sup> **Note to Proposers:** Appendix A does not include the Existing CDOT Right-of-Way.

<sup>3</sup> **Note to Proposers:** All ROW Parcels set out in this Appendix A to this Schedule 18 are to be acquired in their entirety in fee, except “partials” which will not be acquired in full (pursuant to Section 1.3 of this Schedule 18) and which may or may not be acquired in fee.

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AP-76	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Todd A. and Cherish Wells (previous)	NTP2
AP-88	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Denver Rescue Mission (previous)	NTP2
AP-6	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	4623 High Street Trust (previous)	NTP2
AP-19	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Hipolito Diaz- Luevano (previous)	NTP2
AP-20	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Larry and Malinda Kowalis (previous)	NTP2
AP-22	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	First Securities Corp. (previous)	NTP2
AP-23	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Ventura and Maria Reyes (previous)	NTP2
AP-27	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Gene and Pamela Williamson (previous)	NTP2
AP-32	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Saul Miguel and Victoria Villarreal (previous)	NTP2
AP-42	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Kenneth and Linda Mervin (previous)	NTP2
AP-46	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Germain Investment Company (previous)	NTP2
AP-50	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Victor Gutierrez (previous)	NTP2
AP-55	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Jacinto and Ivan Luiz Acevedo (previous)	NTP2
AP-60	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Traci J O'Brien (previous)	NTP2
AP-63	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Denver Public Schools (Swansea School)	NTP2
RW-66	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	JJH Inc. (Colonial Manor Motel)	2/28/18

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RW-66A & RW-66B	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	JJH Inc. (Vacant Lots @ Colonial Motel)	2/28/18
AP-86 & AP-86A	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Pilot Travel Centers LLC	2/28/18
AP-86B	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Blue Beacon U.S.A., L.P.II, a Colo. LLC	2/28/18
AP-91	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Miles Lane Ltd. (previous)	NTP2
AP-93 & AP-93A	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Stanley J. Anderson Trust	2/28/18
AP-94	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Sno-White Linen & Uniform Rental, Inc.	NTP2
AP-96	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Penske Truck Leasing Co., L.P.	NTP2
AP-101	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Robert Macias (La Mex Bar and Grill) (previous)	NTP2
AP-180 & AP-180A	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Harold Deter	2/28/18
AP-9	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Adamsclock LLC	NTP2
AP-15	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Flamingo Vista LLC	NTP2
AP-21	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Dadourian West LLC	NTP2
AP-29	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ & PM	Eric Ely	NTP2
AP-169 and AP-TE-169 (for RR work)	Brighton Boulevard To Colorado Boulevard	DEPT – ACQ; DEV – PM	N.K. Sharma	NTP2
AP-43	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Bruce and Wayne Medina	NTP2
AP-44	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	John Slavinski	NTP2

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AP-45	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Michael Fritts	NTP2
AP-47	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Richard Kevin Schneider Trust	NTP2
AP-48	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Michael Fritts	NTP2
AP-52	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Alternative Auto Solutions, LLC	NTP2
AP-67	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Justin McLead	NTP2
AP-92 and AP-PE-92 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	BCP-45 <sup>th</sup> Ave. I, LLC	NTP2
AP-28	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ; DEV – PM	Estolfo Rodelas and Octavio Rodelas- Medina	2/28/18
AP-72	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ; DEV – PM	Aurelio Ruiz	2/28/18
AP-78	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Diane Fleck	2/28/18
AP-102	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ; DEV – PM	Big B LLC	2/28/18
AP-109	Colorado Boulevard to Quebec St. Boulevard	DEPT – ACQ; DEV – PM	First Union Group	2/28/18
AP-122	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	5601, LLC	2/28/18
AP-184	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ; DEV – PM	Anthony Sanchez	2/28/18
AP-185	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Albert and Agnes Garcia	2/28/18
PE-25 and TE-25	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ; DEV – PM	Nestle Purina Petcare Company	2/28/18
PE-26 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	UPRR	2/28/18

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TE-26	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	UPRR	2/28/18
PE-26I (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	UPRR	2/28/18
PE-26J (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	UPRR	2/28/18
PE-181	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Forney Museum	2/28/18
AP-182	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	The Western Stock Show Association	2/28/18
AP-182A	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	The Western Stock Show Association	2/28/18
TE-170	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Paul and Maria Cristina Arrieta	2/28/18
AP-89 (Partial) & AP-PE-89	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Manna Pro West, LLC	2/28/18
AP-TE-89	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Manna Pro West, LLC	2/28/18
AP-TE-191	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Farmers Marketing Association, a Dissolved Colo. Corp.	2/28/18
TE-192	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Weakland Investments LLC	2/28/18
PE-90 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	BNSF	2/28/18
TE-90	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	BNSF	2/28/18
PE-90A (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	BNSF	2/28/18
TE-90A	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	BNSF	2/28/18

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RW-136 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	DRIRR	2/28/18
RW-136A (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	DRIRR	2/28/18
RW-136B (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	DRIRR	2/28/18
RW-139	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	F.C. Equities, Inc.	2/28/18
PE-136C (Partial)	Brighton Boulevard to Colorado Boulevard (Onsite Outfall)	DEPT – ACQ DEV – PM	DRIRR	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)
PE-35 (Partial)	Brighton Boulevard to Colorado Boulevard (Onsite Outfall)	DEPT – ACQ DEV – PM	E&S Real Estate LLC	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)
PE-36 (Partial)	Brighton Boulevard to Colorado Boulevard (Onsite Outfall)	DEPT – ACQ DEV – PM	Burlington Northern RR CO	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)
PE-37 (Partial)	Brighton Boulevard to Colorado Boulevard (Onsite Outfall)	DEPT – ACQ DEV – PM	G&K Services Inc., owner	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)

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RW-38	Brighton Boulevard to Colorado Boulevard (Onsite Outfall)	DEPT – ACQ DEV – PM	Versacold USA, Inc.	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)
PE-39 (Partial)	Brighton Boulevard to Colorado Boulevard (Onsite Outfall)	DEPT – ACQ DEV – PM	Middleton Properties LLC	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)
PE-40 (Partial)	Brighton Boulevard to Colorado Boulevard (Onsite Outfall)	DEPT – ACQ DEV – PM	Rockyn Lazy L Land LLC	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)
PE-197 (Partial)	Brighton Boulevard to Colorado Blvd. (Onsite Outfall)	DEPT – ACQ DEV – PM	KAI IWI Investments, LLC	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)
PE-200 (Partial)	Brighton Boulevard to Colorado Blvd. (Onsite Outfall)	DEPT – ACQ DEV – PM	BH Partnership B LP	18 Months after Written Notice from Developer to Department for Acquisition (needed for Onsite Outfall System)
RW-8	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Jack E. Ruddy	2/28/18
RW-14	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Marie Refugia Garcia	2/28/18

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RW-33	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Cameron Gray	2/28/18
RW-34	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Anthony Toth	2/28/18
RW-49	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Vincent and Judy Sanchez	2/28/18
RW-49A	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Vincent and Judy Sanchez	2/28/18
RW-53	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Jeff Portales	2/28/18
RW-68	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Irene Luchetta and Dorothy Ann Magana	2/28/18
RW-69	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Charles Dady, Jr.	2/28/18
RW-70	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Oscar Ortiz and Leonila Rivera Carrera	2/28/18
RW-73	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Esiquia Rochas Casillas	2/28/18
RW-74	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Mauro Ramirez	2/28/18
RW-75	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Martinez Real Estate Trust	2/28/18
RW-77	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Lavonne Emiko Griffie	2/28/18
RW-79	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	46 Fillmore LLC	2/28/18
RW-80	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Mary Fletcher	2/28/18
RW-81	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Mary Santa Cruz Trust	2/28/18

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RW-2 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Alberto Rocha	2/28/18
RW-82 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Randall T. Lopez	12 months after Written Notice from Developer to Department for Acquisition
RW-83 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Mayra Manuela and Juan Carlos Lodoza	12 months after Written Notice from Developer to Department for Acquisition
RW-84 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV-PM	Carmelo Rivers Jr. and Orlinda L. Rivers	12 months after Written Notice from Developer to Department for Acquisition
RW-85 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	4500 Steele Street LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-87 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Perschbacher Investments LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-103 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	4600 Stapleton Drive Co., LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-104 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	Wright & McGill CO.	12 months after Written Notice from Developer to Department for Acquisition
RW-105 (Partial)	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	Safeway Stores 47, Inc.	12 months after Written Notice from Developer to Department for Acquisition

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RW-106 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	McMillan Sales Corp.	12 months after Written Notice from Developer to Department for Acquisition
RW-111 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	I-70 Glencoe Forest RLLP, a Colo. LLP	12 months after Written Notice from Developer to Department for Acquisition
RW-112 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Glencoe LLC, a Colo. LLP	12 months after Written Notice from Developer to Department for Acquisition
RW-114 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Armas Properties, LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-115 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	SIST LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-116 & 116A (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Sara S. Scott Trust	12 months after Written Notice from Developer to Department for Acquisition
RW-117 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Speidell Real Estate Group, LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-118 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Diner Group, LLP	12 months after Written Notice from Developer to Department for Acquisition
RW-119 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	John Priola Jr. Warehouse LLC	12 months after Written Notice from Developer to Department for Acquisition

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RW-121 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Van Waters & Rogers Inc.	12 months after Written Notice from Developer to Department for Acquisition
RW-123 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	University Park Real Estate LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-125 (Partial)	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	4355 Kearney Street LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-126 (Partial)	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	FR CO/TEX CUNA LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-127 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	John Deere Plow Company	12 months after Written Notice from Developer to Department for Acquisition
RW-130 & RW-130A (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	462 Thomas Family Properties LP	12 months after Written Notice from Developer to Department for Acquisition
RW-132 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	4940 Jackson, LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-133 (Partial)	Colorado Boulevard To Quebec St.	DEPT – ACQ DEV- PM	Walker Property Group, Inc.	12 months After Developer Notice To Dept. of Specific Acquisition Need
RW-134 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Micheal & Dianna Keffer	12 months After Written Notice from Developer to Department for Acquisition

<b>Parcel # (In Fee Unless shown as Partial)<sup>3</sup></b>	<b>Design Section</b>	<b>DEPT = Department DEV = Developer ACQ = Acquisition PM = Property Mgmt.</b>	<b>Owner</b>	<b>Date First Available for Possession</b>
RW-135 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Allen & Mary Ann Chappell	12 months After Written Notice from Developer to Department for Acquisition
RW-137 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Chimill Corp.	12 months After Written Notice from Developer to Department for Acquisition
RW-138 (Partial)	Colorado Boulevard to Quebec Street	DEPT – ACQ DEV – PM	Upland Industries Corporation	12 months After Written Notice from Developer to Department for Acquisition
AP-183 (Partial)	Brighton Boulevard to Colorado Boulevard	DEPT – ACQ DEV – PM	The Western Stock Show Association	12 months After Written Notice from Developer to Department for Acquisition
RW-196 (Partial)	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	A & R Investment LLC	12 months after Written Notice from Developer to Department for Acquisition
RW-198 (Partial)	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	St. Paul Properties, Inc.	12 months after Written Notice from Developer to Department for Acquisition
RW-199	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	Upland Industries	12 months after Written Notice from Developer to Department for Acquisition
RW-206 (Partial)	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV – PM	666 Stapleton Drive LLC	12 months After Written Notice from Developer to Department for Acquisition
RW-207 (Partial)	Colorado Boulevard to Quebec St.	DEPT – ACQ DEV - PM	Alcazar Stapleton Holdings, LLC	12 months After Written Notice from Developer to Department for Acquisition

**Appendix B**  
**Steps to be followed by Developer in the Acquisition Process for Additional Right-of-Way**

Note that all time frames in this table are approximations and not binding obligations upon, or assurances from, the Department.

Description of ROW Task	Entity Responsible for Completion of ROW Task	Approximate Time Frame for Completion of ROW Task	Entity Responsible for Acceptance or Approval of ROW Task	Approximate Time Frame for Acceptance or Approval of ROW Task	Comments
Survey	Developer	Variable depending on scope, 2-4 weeks for smaller surveys, 2-4 months for larger surveys	Department's Survey Unit	2-3 weeks from submission	This is only survey of property boundary and topography needed for development of Right of Way Plans.
Delivery of engineering design of improvements requiring ROW completed to a sufficient level to ensure that location, size and shape of ROW parcels will not change as design is advanced	Developer	Variable depending on scope of improvements to be designed	Developer's design review team and Department's ROW Manager	Variable depending on scope of improvements designed	Completion of sufficient design to this level is a common cause of delay in the Right of Way Plans development process
Appraisal and Appraisal review	Appraisal: Developer Appraisal review: Department	6-12 weeks per appraisal per landowner 2-4 weeks to review an appraisal	Department	2-4 weeks to review an appraisal	If the estimated value of the acquisition is \$10,000 or less, a value finding can be prepared by a real estate specialist and an appraisal review of the value estimate is not needed. All requests for valuation by a value finding vs. an appraisal must be Approved by Department.

Description of ROW Task	Entity Responsible for Completion of ROW Task	Approximate Time Frame for Completion of ROW Task	Entity Responsible for Acceptance or Approval of ROW Task	Approximate Time Frame for Acceptance or Approval of ROW Task	Comments
Acquisition negotiation	Developer	4-6 weeks for the initial negotiation. 2 weeks for a final offer letter. 2 weeks for a last and final offer letter, if given. At least 4 months from submission of request for condemnation to completing immediate possession hearing.	Department must review and Approve certain administrative settlements. Developer shall be delegated the same administrative settlement authority as the "Region" as set out in <u>Section 10.2.1</u> of CDOT Right of Way Manual. Department's Region 1 shall be delegated the same administrative settlement authority as "Central Office" as set out in <u>Section 10.2.1</u> of the CDOT Right of Way Manual.	2-4 Calendar Days to review and Approve backup documentation of completed acquisition negotiations	Developer cannot use duress or coercion in acquisition negotiations
Condemnation	Colorado Attorney General's Office	At least four months to file a condemnation petition, serve it on the parties, set and hold an immediate possession hearing. Valuation trials can take a year or more from the date of filing the condemnation petition.			All offers to purchase must be made in the Department's name, so the Attorney General's Office is properly authorized to represent the Department as the condemning authority in the condemnation proceeding.

Description of ROW Task	Entity Responsible for Completion of ROW Task	Approximate Time Frame for Completion of ROW Task	Entity Responsible for Acceptance or Approval of ROW Task	Approximate Time Frame for Acceptance or Approval of ROW Task	Comments
Certification that acquisition was completed in compliance with state and federal requirements	Developer		Department's ROW Manager		

**Appendix C**  
**Steps to be followed by Developer in the Relocation Process.**

Note that all time frames in this table are approximations and not binding obligations upon, or assurances from, the Department.

Description of ROW Task	Entity Responsible for Completion of ROW Task	Approximate Time Frame for Completion of ROW Task	Entity Responsible for Acceptance or Approval of ROW Task	Approximate Time Frame for Completion of Acceptance or Approval of ROW Task	Comments
Relocation Planning Studies Required by 49 CFR §24.205	Developer	Variable depending on scope; 1-2 weeks for smaller studies; 60-90 Calendar Days for larger studies	Department's Headquarter ROW Unit	1-3 weeks from submission, depending on size of the study	
Relocation Advisory Services Required by 49 CFR §24.205	Developer	Variable. Typically continuous throughout relocation process.	Department's Acquisition / Relocation Supervisor. Note: Approval of a specific Deliverable is not required. Rather this is general oversight by the Department.	Generally continuous throughout relocation process.	Department's Acquisition / Relocation personnel can assist with advisory services, as needed.

Description of ROW Task	Entity Responsible for Completion of ROW Task	Approximate Time Frame for Completion of ROW Task	Entity Responsible for Acceptance or Approval of ROW Task	Approximate Time Frame for Completion of Acceptance or Approval of ROW Task	Comments
<p>Provide displaced occupants with notice that they have 90 Calendar Days to vacate the premises and, additionally, later notice that they have 30 Calendar Days to vacate the premises 49 CFR §24.203</p>	<p>Developer</p>	<p>The 90 Day notice is provided at the time the written offer to purchase the property is provided to the landowner</p>	<p>Department's Acquisition / Relocation Supervisor. Note: Approval of a specific Deliverable is not required. Rather this is general oversight by the Department.</p>		<p>90 Calendar Days for a displaced occupant to find a replacement property and move into it is the minimum required by law. As a practical matter, that is too short, especially for displaced businesses. It is desirable to lengthen this minimum time frame as much as possible. At least 6 months is a better expectation. The 30 Calendar Day notice cannot be provided until possession of the underlying property is obtained.</p>

Description of ROW Task	Entity Responsible for Completion of ROW Task	Approximate Time Frame for Completion of ROW Task	Entity Responsible for Acceptance or Approval of ROW Task	Approximate Time Frame for Completion of Acceptance or Approval of ROW Task	Comments
<p><u>Business Relocation</u>                      Prepare and submit requests for reimbursement of all available business relocation monetary benefits, including expenses incurred searching for a replacement property, 49 CFR §24.301, moving expenses, 49 CFR §24.301, reestablishment 49 CFR §24.304, or single "in lieu" payment, 49 CFR §24.305</p>	<p>Developer</p>	<p>Variable</p>	<p>Department's Headquarter ROW Unit</p>	<p>2-5 Calendar Days per submittal</p>	<p>Since these are reimbursable expenses, the displaced occupant must actually incur the expenses before a request for reimbursement can be prepared.</p>
<p><u>Residential Relocation</u>                      Prepare and submit requests for reimbursement of all available residential relocation monetary benefits, including replacement housing payment, 49 CFR §24.401 and moving expenses, 49 CFR §24.301</p>	<p>Developer</p>	<p>Variable</p>	<p>Department's Headquarter ROW Unit</p>	<p>5-10 Calendar Days per submittal</p>	<p>Since these are reimbursable expenses, the displaced occupant must actually incur the expenses before a request for reimbursement can be prepared.</p>

Description of ROW Task	Entity Responsible for Completion of ROW Task	Approximate Time Frame for Completion of ROW Task	Entity Responsible for Acceptance or Approval of ROW Task	Approximate Time Frame for Completion of Acceptance or Approval of ROW Task	Comments
Certification that acquisition was completed in compliance with State and Federal requirements	Developer		Department's ROW Manager		

**Schedule 19**  
**Forms of Direct Agreements**

**Part A: Form of Lenders Direct Agreement**

**This Direct Agreement** (this "Agreement") is dated as of [ ] and made among:

- (1) Colorado High Performance Transportation Enterprise ("HPTE"), a government-owned business within, and a division of, the Colorado Department of Transportation ("CDOT");
- (2) Colorado Bridge Enterprise, a government-owned business within CDOT ("BE" and, together with HPTE, each individually an "Enterprise" and, together, the "Enterprises");
- (3) [ ], a [describe type of legal entity and reference state of incorporation/organization] ("Developer"); and
- (4) [ ] as collateral agent (the "Collateral Agent") for the benefit of the Lenders (as defined below).

**RECITALS**

**Whereas:**

- (A) The Enterprises and Developer have entered into a Project Agreement for the Central 70 Project dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Project Agreement"), in connection with the design, construction, financing, operation and maintenance of a portion of the I-70 East corridor in Greater Denver (the "Project") as more fully described in the Project Agreement.
- (B) Pursuant to the Financing Documents listed in Annex A, the Collateral Agent is the agent for the various providers of Project Debt to Developer (collectively, the "Lenders"), the proceeds of which shall be used by Developer to finance the Project.
- (C) It is a condition precedent to both Financial Close under Schedule 1 (*Financial Close*) to the Project Agreement and to closing and funding of the Project Debt under the Financing Documents that the parties hereto execute this Agreement.

**Now, therefore**, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties undertake and agree as follows:

**1. DEFINITIONS, INTERPRETATION AND RELATIONSHIP TO PROJECT AGREEMENT**

**1.1 Definitions**

- (a) Capitalized terms used but not defined in this Agreement shall have the meanings given to them in Part A of Annex A (*Definitions and Abbreviations*) of the Project Agreement.
- (b) Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of this Agreement:

<u>"Collateral Agent"</u>	has the meaning given to it in the Preamble.
<u>"Collateral Agent Notice"</u>	has the meaning given to it in <u>Section 3.2(a)</u> .
<u>"Cure Period"</u>	means, with respect to any Developer Default, the period commencing on the Enterprise Notice Date and ending on the earliest of: <ol style="list-style-type: none"><li>(a) the relevant Cure Period Completion Date;</li><li>(b) any subsequent Step-out Date;</li></ol>

“Cure Period  
Completion Date”

- (c) any subsequent Substitution Effective Date; and
- (d) the Expiry Date or the Termination Date, as applicable.

means, with respect to any Developer Default, the date which is:

- (a) in the case of the Developer Default numbered (18) in Section 32.1.1 of the Project Agreement, 30 Calendar Days after the relevant Cure Period Measurement Date;
- (b) in the case of each of the Developer Defaults numbered (1), (2), (3), (4) and (26) in Section 32.1.1 of the Project Agreement, 120 Calendar Days after the relevant Cure Period Measurement Date; and
- (c) in the case of any other Developer Default, 90 Calendar Days after the relevant Cure Period Measurement Date, subject to extension for up to an additional 60 Calendar Days to the extent, and only to the extent, that:
  - (i) within such 90 Calendar Day period, the Collateral Agent and the Enterprises agree (each acting reasonably) to a plan specifying the remedial action to be taken in respect of the relevant Developer Default during such extended period; and
  - (ii) the period of extension requested by the Collateral Agent represents, in the reasonable opinion of the Enterprises, the period of time necessary to cure the relevant Developer Default in accordance with such plan,

provided that, notwithstanding the foregoing, if:

- (d) the Collateral Agent is prohibited by any court order, bankruptcy or insolvency proceedings from curing the relevant Developer Default; or
- (e) the Collateral Agent continuously and diligently pursues all reasonably necessary processes and steps to obtain the appointment of a court receiver for the Project or Developer and possession, custody and control of the same, but despite such efforts the Collateral Agent is unable to obtain such possession, custody and control,

then the Cure Period Completion Date applicable to the relevant Developer Default (including, for certainty, as extended in accordance with paragraph (c) of this definition) shall be extended by a period of time equal to the shorter of the period of:

- (i) such prohibition or inability; and
- (ii) 90 Calendar Days.

“Cure Period  
Measurement Date”

means, with respect to any Developer Default, the later of:

- (a) the Enterprise Notice Date; and
- (b) the date of expiration of the relevant Developer Default Cure Period pursuant to Sections 32.1.1 and 32.1.2 of

the Project Agreement.

“ <u>Default</u> ”	any event or circumstance that would (with the expiration of a grace period, the giving of notice, the lapse of time, the making of any determination or any combination of any of the foregoing) result in an Event of Default.
“ <u>Designated Account</u> ”	means [ ]. <sup>1</sup>
“ <u>Developer</u> ”	has the meaning given to it in the Preamble.
“ <u>Enterprises</u> ”	has the meaning given to it in the Preamble.
“ <u>Enterprise Notice</u> ”	has the meaning given to it in <u>Section 3.1(a)</u> .
“ <u>Enterprise Notice Date</u> ”	means the date of the Enterprise Notice with respect to a Developer Default, provided that, if Collateral Agent fails to comply with its obligations under <u>Section 3.2(a)(i)</u> and the Enterprises were unaware of such Developer Default on such date, such notice shall be deemed to be given as of the date of the Developer Default.
“ <u>Event of Default</u> ”	means any “Event of Default” as defined in the Financing Documents. <sup>2</sup>
“ <u>Lenders</u> ”	has the meaning given to it in the Recitals.
“ <u>Lenders’ Subcontract Direct Agreements</u> ”	means [ ]. <sup>3</sup>
“ <u>Private Sector Parties</u> ”	means Developer and the Collateral Agent.
“ <u>Project Agreement</u> ”	has the meaning given to it in the Recitals.
“ <u>Step-in Date</u> ”	has the meaning given to it in <u>Section 5.3</u> .
“ <u>Step-in Entity</u> ”	has the meaning given to it in <u>Section 5.1</u> .
“ <u>Step-in Entity Accession Agreement</u> ”	means any agreement entered into by a Step-in Entity pursuant to <u>Section 5.3</u> .
“ <u>Step-in Notice</u> ”	has the meaning given to it in <u>Section 5.1(a)</u> .
“ <u>Step-in Period</u> ”	means any period from and including the relevant Step-in Date until the earliest of: <ul style="list-style-type: none"><li>(a) any subsequent Cure Period Completion Date;</li><li>(b) any subsequent Substitution Effective Date;</li><li>(c) the relevant Step-out Date; and</li><li>(d) the Expiry Date or the Termination Date, as applicable.</li></ul>
“ <u>Step-out Date</u> ”	means the date upon which any Step-out Notice is served by a Step-in Entity pursuant to <u>Section 5.5(a)</u> .

<sup>1</sup> See Section 2.3 below. Revise to reflect Developer’s financing plan and Lenders’ secured account requirements.

<sup>2</sup> Modify as needed to conform to the Financing Documents.

<sup>3</sup> Define by reference to the relevant direct agreements listed in Annex A.

- “Step-out Notice” has the meaning given to it in Section 5.5(a).
- “Substitute” has the meaning given to it in Section 6.1.
- “Substitute Accession Agreement” means any agreement entered into by a Substitute pursuant to Section 7.1.
- “Substitution Effective Date” has the meaning given to it in Section 7.1.
- “Substitution Notice” has the meaning given to it in Section 6.1(a).

## 1.2 Interpretation

- (a) Headings and other internal references
- (i) Headings are inserted for convenience only and shall not affect interpretation of this Agreement.
  - (ii) Except as the context may otherwise provide, the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.
  - (iii) Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section or Annex within this Agreement is a reference to such Section of, or Annex to, this Agreement.
- (b) Common terms and references
- (i) The singular includes the plural and vice versa.
  - (ii) Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words that follow.
  - (iii) The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.
- (c) References to agreements, documents and Persons
- Except as otherwise expressly provided in this Agreement, a reference:
- (i) to an agreement or other document shall be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms; and
  - (ii) to a Person includes such Person’s permitted successors, assigns and transferees.
- (d) Consents, approvals and like assents
- Except as otherwise expressly provided in this Agreement, where this Agreement provides that any consent, approval or like assent:
- (i) shall not be “unreasonably withheld” by a Person, then it shall not be unreasonably withheld, delayed or made subject to the imposition of unreasonable conditions by such Person; and
  - (ii) is to be made or given in the “discretion” of a Person, it shall be made or given only in the sole and absolute discretion of such Person (which discretion includes the ability to refrain from giving, or to impose conditions on, such consent, approval or like assent), which discretionary decision regarding any consent, approval or like assent shall be final and binding and not subject to dispute other than with respect to:

- (A) a good faith dispute concerning whether the consent, approval or like assent was discretionary; or
  - (B) a breach of the implied covenant of good faith and fair dealing.
- (e) Deadlines occurring on Calendar Days

Whenever this Agreement requires the Enterprises to make any payment, or provide or deliver any Acceptance, Approval, consent, approval or like assent, notice, comment or any information or material, or otherwise complete any action or performance, in each case on or no later than a date that is a Calendar Day that is not also a Working Day, then such deadline shall automatically be extended to the next Working Day to occur after such Calendar Day.

### 1.3 Relationship to Project Agreement

- (a) In the event of any conflict, ambiguity or inconsistency between the provisions of the Project Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (b) Notwithstanding the foregoing Section 1.3(a), nothing in this Agreement amends or modifies any of Developer's obligations under the Project Agreement.

## 2. CONSENT TO SECURITY; ETC.

### 2.1 Enterprises' Acknowledgement of and Consent to Security

- (a) The Enterprises acknowledge notice and receipt of, and consent to:
  - (i) the collateral assignment by Developer to the Collateral Agent of Developer's interests in, and its rights and obligations to and under, the Project Agreement, the Subcontracts[, the Contractor Bonds]<sup>4</sup> and the Insurance Policies, in each case pursuant to the Financing Documents; and
  - (ii) the grant by each of the Equity Members to the Collateral Agent of a security interest in each of its respective equity interest(s) in Developer, in each case pursuant to the Financing Documents.
- (b) The Enterprises acknowledge and agree that none of the security interests referred to in Section 2.1(a):
  - (i) constitutes (or with the giving of notice or lapse of time, or both, could constitute) either a breach of the Project Agreement or a Developer Default; or
  - (ii) requires any consent of the Enterprises that is either additional or supplemental to that granted pursuant to this Section 2.1.
- (c) For so long as any amount of Project Debt is outstanding, the Enterprises shall not, without the prior written consent of the Collateral Agent (not to be unreasonably withheld), consent to any assignment, transfer, pledge or hypothecation of the Project Agreement or any interest therein by Developer, other than as specified in this Agreement.

### 2.2 Payments to Designated Account

- (a) Unless directed otherwise by the Collateral Agent, the Enterprises shall pay all amounts payable by them to Developer under the Project Agreement into the Designated Account.
- (b) Developer and the Collateral Agent both agree that any payment made by the Enterprises in accordance with Section 2.2(a) shall constitute a complete discharge of the Enterprises' relevant payment obligations under the Project Agreement.

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<sup>4</sup> To be deleted if Contractor Bonds delivered pursuant to Section 9.3.2.a of the Project Agreement.

### 2.3 Limitations on Collateral Agent's Rights and Interests

The Collateral Agent acknowledges and agrees that it shall not, by virtue of the security interests referred to in Section 2.1(a), acquire any greater rights to or under the Project Agreement, the Subcontracts[, the Contractor Bonds]<sup>5</sup> or Insurance Policies than Developer itself has at any particular time therein.

### 2.4 Collateral Agent Response to Project Agreement Amendment and Waiver Requests

To the extent that any amendment to, or any waiver of the requirements of any provision of, the Project Agreement requires the Lenders' and/or the Collateral Agent's consent pursuant to the Financing Documents, the Collateral Agent agrees to promptly respond in writing to any written request from the Enterprises and Developer for such a consent.

## 3. NOTICES

### 3.1 Enterprise Notices

(a) The Enterprises shall give the Collateral Agent notice (any such notice, an "Enterprise Notice") promptly upon becoming aware of the occurrence of any Developer Default, and shall specify in the Enterprise Notice:

- (i) the unperformed obligations of, and uncured breaches by, Developer under the Project Agreement of which the Enterprises are aware (having made reasonable inquiry) and the potential grounds for termination of the Project Agreement in sufficient detail to enable the Collateral Agent to assess the scope and amount of any liability of Developer resulting therefrom;
- (ii) all amounts due and payable by Developer to the Enterprises under the Project Agreement, if any, on or before the date of the Enterprise Notice and which remain unpaid at such date and the nature of Developer's obligation to pay such amounts; and
- (iii) the amount of any payments that the Enterprises reasonably foresee shall become due and payable from Developer to the Enterprises under the Project Agreement during the relevant Cure Period.

(b) The Enterprises:

- (i) may give the Collateral Agent multiple concurrently effective Enterprise Notices; and
- (ii) shall provide updates to any Enterprise Notice given pursuant to Section 3.1(a) as and when they become aware of any material unperformed obligations of, or any material uncured breaches by, Developer (including non-payment of amounts that have become due) under the Project Agreement that were not specified in the relevant Enterprise Notice or any prior updates thereto.

### 3.2 Collateral Agent Notices

The Collateral Agent shall:

- (a) promptly upon becoming aware of:
  - (i) any Developer Default (other than any such Developer Default of which the Collateral Agent became aware due to receipt of an Enterprise Notice);
  - (ii) any Event of Default; or
  - (iii) any Default,give the Enterprises notice of such event (a "Collateral Agent Notice") specifying the circumstances and nature of such event; and

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<sup>5</sup> See previous footnote.

- (b) notify the Enterprises of any decision to accelerate any portion of the Project Debt or to exercise any enforcement remedies under the Financing Documents promptly upon the taking of such decision.

#### 4. RIGHTS AND OBLIGATIONS DURING THE CURE PERIOD

##### 4.1 No Termination during the Cure Period

At any time during a Cure Period, the Enterprises shall not, subject to the terms of this Agreement:

- (a) deliver a Termination Notice for Developer Default; or
- (b) directly or indirectly, take any action to initiate, or join in or support the initiation of, any Insolvency Event in respect of Developer, provided that, for certainty, if any Insolvency Event has occurred with respect to Developer (other than as a result of the Enterprises' breach of this Section 4.1(b)), this Section 4.1(b) shall not restrict or impair the ability of the Enterprises to participate in any way in such Insolvency Event or any related proceedings.

##### 4.2 Collateral Agent Rights

- (a) At any time during an Event of Default (but, if such Event of Default is also a Developer Default, only for so long as the Cure Period has not expired), without giving a Step-in Notice, the Collateral Agent may (but shall have no obligation to), at any time and at its discretion, perform or arrange for the performance of any act, duty or obligation required of Developer under the Project Agreement, or cure any breach of Developer thereunder or any Developer Default, which performance by or on behalf of the Collateral Agent the Enterprises agree to accept in lieu of performance or cure by Developer and in satisfaction of Developer's corresponding obligations under the Project Agreement.
- (b) Subject to the terms of this Agreement, no performance or cure by or on behalf of the Collateral Agent in accordance with Section 4.2(a) shall be construed as an assumption by the Collateral Agent, or any person acting on the Collateral Agent's behalf, of any of the covenants, agreements or other obligations of Developer under the Project Agreement.
- (c) The Collateral Agent may:
  - (i) give a Step-in Notice in accordance with the requirements of Section 5.1; or
  - (ii) give a Substitution Notice in accordance with the requirements of Section 6.1; provided that the Collateral Agent delivers any such notice:
    - (iii) during a Cure Period; or
    - (iv) following the occurrence of an ongoing Event of Default that is not also a Developer Default.

#### 5. STEP-IN ARRANGEMENTS

##### 5.1 Step-in Notice

If at any time the Collateral Agent proposes that any Person become a joint and several obligor with Developer under the Project Agreement and this Agreement in accordance with the terms hereof (any such Person, a "Step-in Entity"), the effectiveness of such arrangement shall be conditional upon:

- (a) the Collateral Agent giving a notice ("Step-in Notice"), to the Enterprises at any time that such notice delivery is permitted pursuant to Section 4.2(c), requesting the Enterprises' consent to the proposed Step-in Entity;
- (b) the Enterprises' approval of the identity of the proposed Step-in Entity pursuant to Section 5.2; and

- (c) the proposed Step-in Entity executing a Step-in Entity Accession Agreement in accordance with Section 5.3.

## 5.2 Grounds for Refusing Approval of Nominated Step-in Entity

- (a) The Enterprises shall only be entitled to withhold, or make subject to the condition of the provision of additional security or other arrangements, their approval of any proposed Step-in Entity that is the subject of a Step-in Notice if the Enterprises determine, acting reasonably, that:
  - (i) the proposed Step-in Entity is disqualified, suspended or debarred, or subject to a proceeding to suspend or debar it, from bidding, proposing or contracting with any Governmental Authority;
  - (ii) the proposed step-in is prohibited by Law or otherwise contrary to public policy;
  - (iii) unless the Step-in Entity is any of the Collateral Agent, a Lender or any of their respective Affiliates (other than an Affiliate that has been established for the purpose of assuming the role of the Step-in Entity), after the proposed step-in, Developer's and the Step-in Entity's collective ability to perform Developer's obligations under the Project Agreement would be insufficient to ensure Developer's full and final performance of its obligations under the Project Agreement, a determination as to which the Enterprises may base upon or take into account, in addition to other factors that the Enterprises may reasonably determine are relevant, the financial strength, integrity, past performance, relevant experience and proposed subcontracting arrangements of the proposed Step-in Entity and the then current performance requirements under the Project Agreement; or
  - (iv) there are outstanding Developer Defaults or breaches of the Project Agreement that have been previously notified by the Enterprises to the Collateral Agent and have not, to the reasonable satisfaction of the Enterprises, been remedied or waived prior to the date of the Step-in Notice.
- (b) Unless the proposed Step-In Entity is any of the Collateral Agent, a Lender or any of their respective Affiliates (other than an Affiliate that has been established for the purpose of assuming the role of the Step-in Entity), in order to assist the Enterprises in making their determination whether or not to provide their approval of the Step-in Entity pursuant to Section 5.1(b), the Enterprises may, in their discretion, require the Collateral Agent to provide to the Enterprises information equivalent to that listed in Section 6.3 in relation to a proposed Step-in Entity.
- (c) The Enterprises shall be deemed to have approved any proposed Step-in Entity that is the subject of a Step-in Notice on the 60<sup>th</sup> Calendar Day after the date on which the Enterprises receive the relevant Step-in Notice if the Enterprises have not responded to such notice within such period of time.

## 5.3 Step-in Date

If the Enterprises approve (or, pursuant to Section 5.2(c), are deemed to approve) a Step-in Entity pursuant to Section 5.2, the Step-in Entity shall be deemed to become a party to the Project Agreement and this Agreement on and from the date it executes a duly completed Step-in Entity Accession Agreement, substantially in the form attached hereto as Exhibit A, and submits it to Enterprises (the "Step-in Date").

## 5.4 Rights and Obligations on Step-in

- (a) On and from the Step-in Date and during the Step-in Period, the Step-in Entity shall be:
  - (i) jointly and severally entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to Developer under the Project Agreement;

- (ii) entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to a Step-in Entity under this Agreement; and
  - (iii) jointly and severally liable with Developer for the payment of all sums due from Developer under or arising out of the Project Agreement on or after the Step-in Date and for the performance of all of Developer's obligations (including payment obligations) under or arising out of the Project Agreement on or after the Step-in Date.
- (b) Without prejudice to Section 8, during the Step-in Period:
  - (i) the Enterprises undertake:
    - (A) not to deliver a Termination Notice for Developer Default, unless the grounds for the termination arose during the Step-in Period;
    - (B) not to, directly or indirectly, take any action to initiate, or join in or support the initiation of, any Insolvency Event in respect of Developer, provided that, for certainty, if any Insolvency Event has occurred with respect to Developer (other than as a result of the Enterprises' breach of this Section 5.4(b)(i)(B)), this Section 5.4(b)(i)(B) shall not restrict or impair the ability of the Enterprises to participate in any way in such Insolvency Event or any related proceedings;
    - (C) not to suspend their performance under the Project Agreement, unless the grounds for suspension of performance arose during the Step-in Period, provided that, for certainty, the Enterprises may exercise their rights to suspend the Work pursuant to Section 23.3 of the Project Agreement; and
    - (D) to continue to make payments required to be made to Developer under the Project Agreement to the Designated Account;
  - (ii) the Enterprises shall owe their obligations under the Project Agreement to Developer and any Step-in Entity jointly, provided, that:
    - (A) subject to Section 5.4(b)(ii)(B), the performance of such obligations by the Enterprises in favor of either Developer or such Step-in Entity shall be a good and effective discharge of such obligations under the Project Agreement or this Agreement, as the case may be; and
    - (B) the Collateral Agent shall be entitled at any time by notice to the Enterprises to direct (such direction being binding on the Collateral Agent, the Enterprises and Developer) that, at all times thereafter while such Step-in Entity is deemed to be a party to the Project Agreement and this Agreement and subject to any further notice from the Collateral Agent, such Step-in Entity shall be solely entitled to make any decisions, to give any directions, approvals or consents, to receive any payments or otherwise to deal with the Enterprises in the place of Developer under the Project Agreement and this Agreement.
- (c) Developer shall not be relieved from any of its obligations under the Project Agreement, whether arising before or after the Step-in Date, by reason of the Step-in Entity becoming a party to the Project Agreement pursuant to a Step-in Entity Accession Agreement.

## 5.5 Step Out

- (a) A Step-in Entity may, at any time, by giving not less than 30 Calendar Days' prior notice ("Step-out Notice") to the Enterprises, terminate its obligations to the Enterprises under the Project Agreement and this Agreement. Upon the expiry of such notice, the Step-in Entity shall no longer be deemed to be a party to the Project Agreement and this Agreement and shall (subject to Section 5.5(b)) be released from all such obligations.

The obligations of the Enterprises to the Step-in Entity in such capacity under the Project Agreement and this Agreement shall also terminate upon the expiry of such notice.

- (b) Nothing in this Section 5.5 shall have the effect of releasing a Step-in Entity from any liability that relates to the performance or non-performance of the Project Agreement or this Agreement by Developer or such Step-in Entity during the Step-in Period.

## **6. SUBSTITUTION PROPOSALS**

### **6.1 Notice of Proposed Substitute**

If at any time the Collateral Agent proposes to require Developer to assign its rights and transfer its obligations under the Project Agreement and this Agreement to a Person (a "Substitute") designated by the Collateral Agent (whether by mutual agreement or enforcement of rights under the Financing Documents), the effectiveness of such assignment and transfer shall be conditional upon:

- (a) the Collateral Agent giving a notice (a "Substitution Notice") to the Enterprises, at any time that such notice delivery is permitted pursuant to Section 4.2(c), requesting their prior consent to the proposed Substitute;
- (b) the Enterprises' approval of the identity of the proposed Substitute pursuant to Section 6.2; and
- (c) the proposed Substitute executing a Substitute Accession Agreement in accordance with Section 7.1.

### **6.2 Grounds for Refusing Approval**

- (a) The Enterprises shall only be entitled to withhold, or make subject to the condition of the provision of additional security or other arrangements, their approval of any proposed Substitute that is the subject of a Substitution Notice if the Enterprises determine, acting reasonably that:
  - (i) the proposed Substitute is disqualified, suspended or debarred, or subject to a proceeding to suspend or debar it, from bidding, proposing or contracting with any Governmental Authority;
  - (ii) the proposed substitution is prohibited by Law or otherwise contrary to public policy;
  - (iii) after the proposed substitution, the Substitute's ability to perform its obligations as Developer under the Project Agreement would be insufficient to ensure full and timely performance of such obligations under the Project Agreement, a determination as to which the Enterprises may base upon or take into account, in addition to other factors that the Enterprises may reasonably determine are relevant, the financial strength, integrity, past performance, relevant experience and proposed subcontracting arrangements of the proposed Substitute and the then current performance requirements under the Project Agreement; or
  - (iv) subject to Section 7.4, there are outstanding Developer Defaults or breaches of the Project Agreement that have been previously notified by the Enterprises to the Collateral Agent and have not, to the reasonable satisfaction of the Enterprises, been remedied or waived prior to the date of the Substitution Notice.
- (b) The Enterprises shall be deemed to have approved any proposed Substitute that is the subject of a Substitution Notice on the 60<sup>th</sup> Calendar Day after the date on which the Enterprises receive the information required pursuant to Section 6.3 if the Enterprises have not responded to such notice within such period of time.

### **6.3 Provision of Information**

The Collateral Agent shall promptly provide to the Enterprises such information in relation to (i) a proposed Substitute and (ii) any Person who it is proposed shall enter into a material Subcontract

with the proposed Substitute in relation to the Project, as the Enterprises shall reasonably require to enable them to make their determination whether or not to provide their approval of the Substitute pursuant to Section 6.2, including:

- (a) the name and address of the proposed Substitute;
- (b) unless such proposed Substitute is a publicly traded entity, the names of the proposed Substitute's shareholders or members together with the share capital or partnership or membership interests, as the case may be, held by each of them;
- (c) the manner in which the proposed Substitute shall be financed and the extent to which such financing is committed (to the extent relevant);
- (d) copies of the proposed Substitute's financial statements (audited, if available) for its three most recent financial years (or such shorter period as such entity has been in existence) or, in the case of a special purpose company, its opening balance sheet;
- (e) a copy of the proposed Substitute's organizational documents; and
- (f) details of the resources available to the proposed Substitute and the proposed Substitute's qualifications, experience and technical competence to perform the obligations of Developer under the Project Agreement, including the names, qualifications, experience and technical or other professional competence of the proposed Substitute's directors and any key personnel who shall have responsibility for the day-to-day management of its participation in the Project.

## **7. SUBSTITUTION**

### **7.1 Substitution Effective Date**

If the Enterprises approve (or, pursuant to Section 6.2(b), are deemed to approve) a proposed Substitute pursuant to Section 6.2, the Substitute shall execute a duly completed Substitute Accession Agreement substantially in the form set out in Exhibit B to this Agreement and submit it to the Enterprises (with a copy to the other parties to this Agreement). Such agreement shall become effective on and from the date on which the Colorado State Controller countersigns the Substitute Accession Agreement (the "Substitution Effective Date").

### **7.2 Effectiveness of Substitution**

On and from the Substitution Effective Date:

- (a) the Substitute shall become a party to the Project Agreement and this Agreement in place of Developer;
- (b) Developer shall be immediately released from its obligations arising under, and cease to be a party to, the Project Agreement and this Agreement;
- (c) the Substitute shall exercise and enjoy the rights and perform the obligations of Developer under the Project Agreement and this Agreement, including, without limitation, any and all undischarged obligations of Developer that were otherwise required to be performed by Developer prior to the Substitution Effective Date; and
- (d) the Enterprises shall owe their obligations (including any undischarged obligations of the Enterprises that were otherwise required to be performed by the Enterprises prior to the Substitution Effective Date) under the Project Agreement and this Agreement to such Substitute in place of (i) Developer and (ii) if a Step-in Date has previously occurred, any Step-in Entity.

### **7.3 Facilitation of Transfer**

The Enterprises shall use Reasonable Efforts to facilitate the transfer to the Substitute of Developer's obligations under the Project Agreement and this Agreement.

#### 7.4 Settlement of Outstanding Financial Liabilities

- (a) The Substitute shall pay to the Enterprises any amount due from Developer to the Enterprises under the Project Agreement and this Agreement as of the Substitution Effective Date within 30 Calendar Days after such Substitution Effective Date (or, if later, after the date of notice from the Enterprises to the Substitute of such amount).
- (b) If the Substitute fails to satisfy its obligations pursuant to Section 7.4(a), the Enterprises shall be entitled to exercise their rights under the Project Agreement in respect of the amount so due and unpaid.

#### 7.5 Consequences of Substitution

On and from the Substitution Effective Date:

- (a) subject to Section 7.4, any right of termination under the Project Agreement or this Agreement or any other right under the Project Agreement or this Agreement previously suspended by virtue of Section 4.1 shall be of no further effect and the Enterprises shall not be entitled to terminate the Project Agreement and this Agreement by virtue of any Developer Default that occurred prior to such Substitution Effective Date;
- (b) if any Step-in Entity is a party to or has any obligations under the Project Agreement or this Agreement on the Substitution Effective Date, such Step-in Entity shall cease to be a party thereto and hereto and shall be discharged from all obligations thereunder and hereunder; and
- (c) the Enterprises, the Collateral Agent and the Substitute (replacing Developer as a party) (each acting reasonably) shall enter into a direct agreement on substantially the same terms as this Agreement.

#### 8. REINSTATEMENT OF REMEDIES

If:

- (a) an Enterprise Notice has been given;
- (b) the Developer Default that is the subject-matter of such notice is continuing and has not been remedied or waived by the Enterprises; and
- (c) either:
  - (i) no Step-in Entity or Substitute becomes a party to the Project Agreement and this Agreement pursuant to Section 5.3 or 7.2(a), as applicable, prior to the relevant Cure Period Completion Date; or
  - (ii) a Step-in Entity becomes a party to the Project Agreement and this Agreement pursuant to Section 5.3, as applicable, prior to the relevant Cure Period Completion Date, but the Step-in Period relating to such Step-in Entity ends without a Substitute becoming a party thereto and hereto,

then, on and from the relevant Cure Period Completion Date, the Enterprises shall be entitled to:

- (iii) act upon any and all grounds for termination available to it in relation to the Project Agreement in respect of any Developer Defaults that have not been remedied or otherwise waived by the Enterprises;
- (iv) pursue any and all available claims and exercise any and all available remedies against Developer; and
- (v) if and to the extent that they are then entitled to do so under the Project Agreement, take, initiate, join in or support any action of the type referred to in Section 4.1(b).

**9. REJECTION OF THE PROJECT AGREEMENT IN BANKRUPTCY OR INSOLVENCY PROCEEDINGS**

- (a) If the Project Agreement is rejected by a trustee or debtor-in-possession, or terminated, as a result of any Insolvency Event involving Developer and, within 120 Calendar Days after such rejection or termination, the Collateral Agent shall so request and shall certify in writing to the Enterprises that the Collateral Agent or the Collateral Agent's Substitute intends to perform the obligations of Developer as and to the extent required under the Project Agreement, the Enterprises shall execute and deliver to the Collateral Agent (or, subject to prior compliance with the provisions of, and procedures set out in, Sections 6 and 7, any permitted Substitute) a new project agreement. Such new project agreement shall be on the same terms and conditions as the Project Agreement, except with respect to any obligations that have been fulfilled by Developer or by any party acting on behalf of or stepping-in for Developer prior to such rejection or termination. References in this Agreement to the "Project Agreement" shall be deemed also to refer to any such new project agreement as executed.
- (b) The effectiveness of any new project agreement referred to in Section 9(a) shall be conditional upon the Collateral Agent first reimbursing the Enterprises in respect of their costs incurred in connection with the execution and delivery of such new project agreement.

**10. TERMINATION OF THIS AGREEMENT**

This Agreement shall remain in effect until the earliest to occur of:

- (a) the date on which all of the obligations of Developer under the Financing Documents have been irrevocably discharged in full to the satisfaction of the Collateral Agent;
- (b) the date on which all of the parties' respective obligations and liabilities under the Project Agreement and this Agreement have expired or have been satisfied in accordance with the terms of the same; and
- (c) any assignment and transfer to a Substitute has occurred pursuant to Sections 6 and 7 and the Enterprises, the Collateral Agent and the Substitute shall have entered into a direct agreement pursuant to Section 7.5(c).

**11. PRESERVATION OF FUNDS**

Notwithstanding the other provisions of this Agreement and the terms and conditions of the Financing Documents, the Collateral Agent agrees for itself and on behalf of the Lenders that it shall not exercise any rights under the Financing Documents or take any other steps that would prejudice the operation of Section 25.5 (Reinstatement) of, or Section 4 of Schedule 12 (Handback Requirements) to, the Project Agreement.

**12. COMPETING STEP-IN RIGHTS**

**12.1 Forbearance**

Notwithstanding any provision in any Principal Subcontractor Direct Agreement to the contrary, the Enterprises agree that they shall not exercise any rights of step-in, novation or other similar rights it may have under any such Principal Subcontractor Direct Agreement until:<sup>6</sup>

- (a) the Project Agreement has been terminated (other than pursuant to an assignment or transfer to a Substitute pursuant to Sections 6 and 7) or expired;
- (b) the expiry of any relevant period under any Lenders' Subcontract Direct Agreement during which the Collateral Agent is required or entitled to either exercise or procure the exercise of rights of step-in, novation, transfer or any similar right thereunder; or

<sup>6</sup> These provisions will be adjusted as needed to reflect the terms of the Lenders' Subcontract Direct Agreement(s), e.g., if there is no cure period thereunder.

- (c) if the Collateral Agent has exercised or procured the exercise of any such rights of step-in, novation, transfer or any similar right, the date of any step-out or similar event (howsoever defined) under the relevant Lenders' Subcontract Direct Agreement has occurred.

## 12.2 Expiry of Lender Rights

- (a) The Collateral Agent shall notify the Enterprises promptly, and in any event within five Working Days, after the date on which the Collateral Agent and Developer have exhausted all of their direct or indirect legal rights and remedies against a Principal Subcontractor pursuant to the Financing Documents or the Principal Subcontract or have determined not to exercise (or to cease exercising) or are not entitled to exercise the same.
- (b) Following receipt by the Enterprises of a notice from the Collateral Agent pursuant to Section 12.2(a) (or, if earlier, the date on which the Collateral Agent was obligated to provide such notice), all of the right, title and interest of the Collateral Agent (and any Lender) against:
  - (i) the relevant Principal Subcontractor;
  - (ii) any guarantor of such Principal Subcontractor's obligations under the relevant Principal Subcontract; and
  - (iii) any provider of any Contractor Bond that has been provided by such Principal Subcontractor in favor of Developer in accordance with Section 9.3.2.b. of the Project Agreement,

pursuant to the Financing Documents or any relevant Principal Subcontract, guaranty or Contractor Bond shall be subject and subordinated in all respects to all right, title and interest of the Enterprises pursuant to the relevant Principal Subcontractor Direct Agreement.

## 13. REPRESENTATIONS AND WARRANTIES

### 13.1 Representations and Warranties of Collateral Agent

- (a) Each undersigned signatory for the Collateral Agent hereby represents and warrants that he or she (i) is an officer of the Collateral Agent and (ii) has full and complete authority to enter into this Agreement on behalf of the Collateral Agent.
- (b) The Collateral Agent hereby represents and warrants that the Collateral Agent has full power, right and authority to execute and perform each and all of its obligations under this Agreement.
- (c) The Collateral Agent represents and warrants that this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as such enforceability may be limited by:
  - (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and
  - (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (d) The representations and warranties in Sections 13.1(a) and (b) are made for the benefit of the Enterprises and Developer for the purpose of inducing the Enterprises and Developer to enter into this Agreement.

### 13.2 Representations and Warranties of Developer

- (a) The undersigned signatory for Developer hereby represents and warrants that he or she (i) is an officer of Developer and (ii) has full and complete authority to enter into this Agreement on behalf of Developer.

- (b) Developer hereby represents and warrants that Developer has full power, right and authority to execute and perform each and all of its obligations under this Agreement.
- (c) The representations and warranties in Sections 13.2(a) and (b) are made for the benefit of the Enterprises and the Collateral Agent for the purpose of inducing the Enterprises and the Collateral Agent to enter into this Agreement.

### **13.3 Representations and Warranties of the Enterprises<sup>7</sup>**

- (a) *[Representation as to due authority of the Enterprises' signatories]*
- (b) *[Representation as to power and authority of the Enterprises to execute and perform the Agreement]*
- (c) *[Representation as to enforceability against the Enterprises]*
- (d) Each Enterprise represents and warrants that, as of the date of this Agreement, no Enterprise Default or, to its knowledge, Developer Default has occurred and is continuing, and there exists no event or condition that would, with the giving of notice or passage of time or both, constitute an Enterprise Default or, to its knowledge, a Developer Default.
- (e) The representations and warranties in Sections 13.3(a) to (d) are made for the benefit of the Collateral Agent for the purpose of inducing the Collateral Agent to enter into this Agreement.

## **14. CHOICE OF LAW; JURISDICTION AND VENUE; DISPUTE RESOLUTION**

### **14.1 Choice of Law**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this provision or any other Special Provision set out in Section 15.14 in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

### **14.2 Jurisdiction and Venue**

All suits or actions related to this Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:

- (a) any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;
- (b) any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and
- (c) the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

## **15. GENERAL PROVISIONS**

### **15.1 Amendments and Waivers**

- (a) This Agreement may only be amended by a written amendment duly executed by all parties together with, to the extent required by Law, the Colorado State Controller or its

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<sup>7</sup> **Note to Proposers:** Representations to be included reflecting terms of Enterprise representations to be included in Schedule 2 in a future Addendum.

designee, unless the amendment to this Agreement is expressly allowed or required to be made in any other manner pursuant to this Agreement and Law.

- (b) Except to the extent otherwise expressly provided in this Agreement:
  - (i) any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be approved in the discretion of the party giving it and shall be effective only if it is in writing by such party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;
  - (ii) no failure on the part of any party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and
  - (iii) no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent or approval, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.
- (c) For certainty, any waiver of any provision of this Agreement made by a party other than the Enterprises that would result in a violation of Part B of Schedule 16 (*Mandatory Terms*) to the Project Agreement shall be null and void unless approved by the Enterprises (in their discretion).

#### 15.2 Successors and Assigns

- (a) Except to the extent expressly provided hereunder, no party to this Agreement may assign or transfer any part of its rights or obligations hereunder without the prior written consent of the other parties, provided that the Collateral Agent may assign or transfer its rights and obligations hereunder to a successor Collateral Agent in accordance with the Financing Documents (in connection with which, the Enterprises agree to enter into a new direct agreement with the successor Collateral Agent on terms that are substantially the same as those of this Agreement).
- (b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

#### 15.3 Severability

- (a) If any provision (or part of any provision) of this Agreement is ruled invalid by a court having proper jurisdiction, then the parties shall:
  - (i) promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the parties; and
  - (ii) if necessary or desirable, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.
- (b) If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part of such provision) or any other documents referred to in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

#### 15.4 Entire Agreement

Subject to Section 1.3(b), this Agreement constitutes the entire agreement among the Enterprises, Developer and the Collateral Agent concerning the subject matter hereof and

supersedes all prior negotiations, representations, and agreements, either oral or written, among the parties with respect to their subject matter.

### 15.5 Notices and Communications

(a) Any notice shall be given in writing by means of physical, digital or electronic communication, but excluding the use of social media, messaging, broadcast and equivalent services, to the relevant party at the following addresses, as applicable:

<u>Developer</u>		<u>Enterprises</u>		<u>Collateral Agent</u>	
Attention:	[ ]	Attention:	[ ]	Attention:	[ ]
[Address]		[Address]		[Address]	
Phone:	[ ]	Phone:	[ ]	Phone:	[ ]
Email:	[ ]	Email:	[ ]	Email:	[ ]

- (b) A notice shall be deemed to have been submitted:
- (i) upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Working Day;
  - (ii) on the next Working Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Working Day;
  - (iii) upon receipt, if physically delivered in person or by courier; or
  - (iv) three Working Days after deposit with postage prepaid and properly addressed, if delivered by United States certified or registered mail.
- (c) The parties will notify each other in writing of any change of address and/or contact information, such notification to become effective five Working Days after notification.

### 15.6 Effect of Breach

Without prejudice to any rights a party may otherwise have, a breach of this Agreement shall not of itself give rise to a right to terminate the Project Agreement.

### 15.7 Counterparts

This Agreement (or an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the parties and, to the extent required by Law, the State Controller or its designee, shall constitute a full and original instrument for all purposes.

### 15.8 No Third Party Beneficiaries

It is not intended by any of the provisions of this Agreement to create any third party beneficiary rights hereunder. Notwithstanding the foregoing, the duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by Law.

### 15.9 No Partnership

Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship or among the parties. None of the parties shall hold itself out contrary to the terms of this Section 15.9.

### 15.10 No Interference

Developer joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not to knowingly do or omit to do anything that may prevent any party from enforcing its

rights under this Agreement. For certainty, Developer has no right to enforce any provision of this Agreement.

#### 15.11 Collateral Agent Liability

- (a) Notwithstanding anything to the contrary in this Agreement, but subject to Sections 3.2, 5 (but solely to the extent the Collateral Agent or any of its Affiliates is the Step-In Entity), 13.1, 15.11(b) and 15.14(e) the Collateral Agent shall not have any liability to the Enterprises under this Agreement, unless:
- (i) the Collateral Agent expressly assumes such liability in writing; or
  - (ii) such liability arises as a result of or is made in response to any breach of Law, Governmental Approval, or this Agreement, or fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence by or of the Collateral Agent.
- (b) The Enterprises acknowledge and agree that the Collateral Agent shall not be obligated or required to perform any of Developer's obligations under the Project Agreement, except during any Step-in Period and then solely to the extent the Collateral Agent or any of its Affiliates is the Step-In Entity.

#### 15.12 No Personal Liability

Each Enterprise's authorized representatives, including the Enterprise Representative, are acting solely as agents and representatives of the Enterprises when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the Enterprises for actions in their ordinary course of employment.

#### 15.13 Costs and Expenses of the Parties

Except as otherwise expressly provided in this Agreement or the Project Agreement, each party shall bear its own costs and expenses (including legal and other advisers' fees and expenses) in connection with the preparation, negotiation, execution and performance of this Agreement and all other related agreements.

#### 15.14 Special Provisions

- (a) **Controller's Approval**  
This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.
- (b) **Governmental Immunity**  
No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.
- (c) **Compliance with Law**  
The Private Sector Parties shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- (d) **Binding Arbitration Prohibited**  
The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

(e) Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Each of the Private Sector Parties hereby certifies and warrants that, during the term of this Agreement and any extensions, such Private Sector Party has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that a Private Sector Party is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, termination of this Agreement, as well as any remedy consistent with Federal copyright laws or applicable licensing restrictions.

(f) Employee Financial Interest / Conflict of Interest

The signatories aver that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Neither Private Sector Party has any interest and shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of such Private Sector Party's services and no Private Sector Party shall employ any person having such known interests.

(g) Vendor Offset (C.R.S. §§24-30-202 (1) and 24-30-202.4)

Subject to C.R.S. §24-30-202.4 (3.5), the State Controller, or the Enterprises, may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for:

- (i) unpaid child support debts or child support arrearages;
- (ii) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, *et seq.*;
- (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education;
- (iv) amounts required to be paid to the Unemployment Compensation Fund pursuant to Article 70-82 of Title 8 of the C.R.S.; and
- (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(h) Public Contracts for Services

Each Private Sector Party certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the CDOT program established pursuant to C.R.S. §8-17.5-102(5)(c). Neither Private Sector Party shall knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to such Private Sector Party that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Each Private Sector Party:

- (i) shall not use E-Verify Program or CDOT program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;
- (ii) shall notify the subcontractor and the contracting State agency within three Calendar Days if such Private Sector Party has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement;

- (iii) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three Calendar Days of receiving the notice; and
- (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment.

If a Private Sector Party participates in the CDOT program, such Private Sector Party shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that such Private Sector Party has examined the legal work status of such employee, and shall comply with all of the other requirements of the CDOT program. If a Private Sector Party fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101, *et seq.*, the contracting State agency may terminate this Agreement for breach and, if so terminated, such Private Sector Party shall be liable for damages.

***[remainder of page left intentionally blank; signature page follows]***

*[To insert signature blocks.]*

**Annex A**  
**List of Financing Documents**

**A. Financing Agreements**

1. *[Insert list at Financial Close]*

**B. Security Documents**

1. *[Insert list at Financial Close]*

**Exhibit A**  
**Form of Step-in Entity Accession Agreement**

[on Step-in Entity letterhead]

[Date]

**To: Colorado High Performance Transportation Enterprise  
Colorado Bridge Enterprise**  
**Cc: [ ]**  
**From: [Step-in Entity]**

Ladies and Gentlemen:

Reference is made to: (a) the Project Agreement for the Central 70 Project dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Project Agreement") among the Colorado High Performance Transportation Enterprise and Colorado Bridge Enterprise (together, the "Enterprises") and [ ] (the "Developer"); and (b) the Direct Agreement dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Direct Agreement"), among the Enterprises, Developer and [ ] as Collateral Agent (as defined therein).

Capitalized terms used but not defined herein shall have the meanings given to them in in the Direct Agreement.

1. We hereby confirm that: (a) we are a Step-in Entity pursuant to Section 5 of the Direct Agreement; and (b) this is a Step-in Entity Accession Agreement for purposes of the Direct Agreement.
2. We acknowledge and agree that, upon and by reason of our execution of this Step-in Entity Accession Agreement, we shall become a party as a Step-in Entity to the Project Agreement and the Direct Agreement jointly and severally with Developer and, accordingly, shall have the rights and powers and assume the obligations of Developer under the Project Agreement and the Direct Agreement in accordance with the terms of the Direct Agreement.
3. We hereby confirm that there are no outstanding breaches of the Project Agreement or Developer Defaults that have not, to the reasonable satisfaction of the Enterprises (as previously verified in writing), been cured or waived prior to the date hereof.
4. Our notice address and contact details for purposes of Section 15.5 of the Direct Agreement are as follows:

[Step-in Entity name]

Attention: [ ]

[Address]

Phone: [ ]

Email: [ ]

5. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Step-in Entity Accession Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Step-in Entity Accession Agreement, to the extent capable of execution.
6. All suits or actions related to this Step-in Entity Accession Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and the Step-in Entity named below irrevocably waives:

- (a) any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;
- (b) any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and
- (c) the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

The terms set out herein are hereby agreed to:

[*To insert signature block for Step-in Entity.*]

**Exhibit B**  
**Form of Substitute Accession Agreement**

[on Substitute letterhead]

[Date]

**To: Colorado High Performance Transportation Enterprise  
Colorado Bridge Enterprise**

**Cc: [ ]**

**From: [Substitute]**

Ladies and Gentlemen:

Reference is made to: (a) the Project Agreement for the Central 70 Project dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Project Agreement") among the Colorado High Performance Transportation Enterprise and Colorado Bridge Enterprise (together, the "Enterprises") and [ ] (the "Developer"); and (b) the Direct Agreement dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Direct Agreement"), among the Enterprises, Developer and [ ] as Collateral Agent (as defined therein).

Capitalized terms used but not defined herein shall have the meanings given to them in in the Direct Agreement.

1. We hereby confirm that: (a) we are a Substitute pursuant to Sections 6 and 7 of the Direct Agreement; and (b) this is a Substitute Accession Agreement for purposes of the Direct Agreement.
2. We acknowledge and agree that, pursuant to Section 7.1 of the Direct Agreement, we shall become a party as a Substitute to the Project Agreement and the Direct Agreement on and from the date on which the Colorado State Controller countersigns this Substitute Accession Agreement and, accordingly, shall have the rights and powers and assume the obligations of Developer under the Project Agreement and the Direct Agreement in accordance with the terms of the Direct Agreement.
3. We hereby represent and warrant to the Enterprises that each representation and warranty made by Developer set out in Part 1 of Schedule 2 (*Representations and Warranties*) to the Project Agreement is true and correct as of the date hereof, except that, for such purposes, each reference to "Developer" shall be deemed to be a reference to us in our capacity as Substitute.
4. We hereby confirm that there are no outstanding breaches of the Project Agreement or Developer Defaults that have not, to the reasonable satisfaction of the Enterprises (as previously verified in writing), been cured or waived prior to the date hereof other than with respect to payment obligations as referred to in Section 7.4(a) of the Direct Agreement, which shall be satisfied in full pursuant to such Section no later than [date].
5. Our notice address and contact details for purposes of Section 15.5 of the Direct Agreement as follows:  
[Substitute name]  
Attention: [ ]  
[Address]  
Phone: [ ]  
Email: [ ]
6. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Substitute Accession Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law,

whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Substitute Accession Agreement, to the extent capable of execution.

7. All suits or actions related to this Substitute Accession Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:
- (a) any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;
  - (b) any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and
  - (c) the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

The terms set out herein are hereby agreed to:

*[To insert signature block for Substitute.]*

Agreed for and on behalf of:

*[To insert signature blocks for BE, HPTE and State Controller.]*

### Part B: Form of Principal Subcontractor Direct Agreement

This [Construction / O&M]<sup>8</sup> Contractor Direct Agreement (this "Agreement") is dated as of [ ] and made among:

- (1) Colorado High Performance Transportation Enterprise ("HPTE"), a government-owned business within, and a division of, the Colorado Department of Transportation ("CDOT");
- (2) Colorado Bridge Enterprise, a government-owned business within CDOT ("BE" and, together with HPTE, each individually an "Enterprise" and, together, the "Enterprises");
- (3) [ ], a [describe type of legal entity and reference state of incorporation/organization] ("Developer");
- (4) [ ], a [describe type of legal entity and reference state of incorporation/organization] ("Principal Subcontractor"); [and]
- (5) [[ ], a [describe type of legal entity and reference state of incorporation/organization] and [ ], a [describe type of legal entity and reference state of incorporation/organization] ("Guarantors")]<sup>9</sup>.

### RECITALS

#### Whereas:

- (A) The Enterprises and Developer have entered into a Project Agreement for the Central 70 Project dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Project Agreement"), in connection with the design, construction, financing, operation and maintenance of a portion of the I-70 East corridor in Greater Denver, Colorado (the "Project") as more fully described in the Project Agreement.
- (B) The Principal Subcontractor, Developer [and the Guarantors] have entered into a [Construction / O&M] Contract for the Project dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Principal Subcontract"), in connection with the [design and construction / operation and maintenance] of the Project as more fully described in the Principal Subcontract.<sup>10</sup>
- (C) [The Guarantors have provided to Developer a [payment and performance] guaranty dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Guaranty") of the Principal Subcontractor's obligations under the Principal Contract.]
- (D) It is a condition precedent to Financial Close under Schedule 1 (*Financial Close*) to the Project Agreement that the parties hereto execute this Agreement.

**Now, therefore**, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties undertake and agree as follows:

## 1. DEFINITIONS, INTERPRETATION AND RELATIONSHIP TO PROJECT AGREEMENT

### 1.1 Definitions

- (a) Capitalized terms used but not defined in this Agreement shall have the meanings given to them in Part A of Annex A (*Definitions and Abbreviations*) of the Project Agreement.
- (b) Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of this Agreement:

<sup>8</sup> Form to be modified throughout where indicated to reflect execution by the Construction Contractor or the O&M Contractor. If necessary (depending on Developer's approach to Subcontracting the Work), refer to another type of Principal Subcontractor.

<sup>9</sup> To be modified as necessary to reflect the inclusion or absence of a Guarantor.

<sup>10</sup> To be modified as necessary to reflect any Guaranty arrangements.

“ <u>Enterprise Step-in</u> ”	has the meaning given to it in <u>Section 2.2(e)</u> of this Agreement.
“ <u>Enterprise Step-in Rights Period</u> ”	has the meaning given to it in <u>Section 2.2(c)</u> of this Agreement.
[“ <u>Guaranty</u> ”]	[has the meaning given to it in the Recitals.]
“ <u>Principal Subcontract</u> ”	has the meaning given to it in the Recitals.
“ <u>Private Sector Parties</u> ”	means Developer[,] [and] the Principal Subcontractor [and the Guarantors].
“ <u>Subcontractor Bond</u> ”	means any Contractor Bond provided by the Principal Subcontractor in favor of Developer in accordance with Section 9.3.2.b. of the Project Agreement.
“ <u>Subordination Date</u> ”	means the date on which all of the right, title and interest of the Collateral Agent (and any Lender) against the Principal Subcontractor[, the Guarantors] and the provider of the Subcontractor Bond becomes subject and subordinated in all respects to the right, title and interest of the Enterprises pursuant to this Agreement in accordance with Section 12.2 of the Lenders Direct Agreement.

## 1.2 Interpretation

- (a) Headings and other internal references
- (i) Headings are inserted for convenience only and shall not affect interpretation of this Agreement.
  - (ii) Except as the context may otherwise provide, the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.
  - (iii) Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section within this Agreement is a reference to such Section of this Agreement.
- (b) Common terms and references
- (i) The singular includes the plural and vice versa.
  - (ii) Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words that follow.
  - (iii) The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.
- (c) References to agreements, documents and Persons
- Except as otherwise expressly provided in this Agreement, a reference:
- (i) to an agreement or other document shall be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms;
  - (ii) to a Person includes such Person’s permitted successors, assigns and transferees; and
  - (iii) where the Principal Subcontractor is at any time a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose, to the “Principal Subcontractor” shall be deemed to include reference to

each and every member or partner of the same and the liability of each and every such member or partner under this Agreement shall be deemed to be joint and several.

(d) Discretion

Except as otherwise expressly provided in this Agreement, where this Agreement provides that any consent, approval or like assent is to be made or given in the "discretion" of a Person, it shall be made or given only in the sole and absolute discretion of such Person (which discretion includes the ability to refrain from giving, or to impose conditions on, such consent, approval or like assent), which discretionary decision regarding any consent, approval or like assent shall be final and binding and not subject to dispute other than with respect to:

- (i) a good faith dispute concerning whether the consent, approval or like assent was discretionary; or
- (ii) a breach of the implied covenant of good faith and fair dealing.

### 1.3 Relationship to Project Agreement

- (a) In the event of any conflict, ambiguity or inconsistency between the provisions of (i) [either][any of] the Project Agreement[, the Guaranty] or the Principal Subcontract and (ii) the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (b) Notwithstanding the foregoing, nothing in this Agreement amends or modifies (i) any of Developer's obligations under the Project Agreement, (ii) any of the Principal Subcontractor's obligations under the Principal Subcontract [or (iii) any of the Guarantor's obligations under the Guaranty].

## 2. UNDERTAKINGS

### 2.1 Performance Standards

- (a) The Principal Subcontractor [represents and warrants to the Enterprises that it has performed, and]<sup>11</sup> hereby undertakes to perform[,] such portion of the Work that is the subject of the Principal Subcontract pursuant to and in compliance with:
  - (i) the terms, conditions and requirements of:
    - (A) the Principal Subcontract;
    - (B) the Project Agreement, to the extent applicable in accordance with its terms or the terms of the Principal Subcontract;
    - (C) the Project Standards, to the extent applicable in accordance with the terms of the Project Agreement or the terms of the Principal Subcontract;
  - (ii) Law;
  - (iii) all applicable Governmental Approvals and all applicable Permits in effect from time to time; and
  - (iv) Good Industry Practice,

provided that the Enterprises shall not be entitled to exercise against the Principal Subcontractor any rights or remedies to which they become entitled as a result of a breach of any of [the representations and warranties or] undertakings made pursuant to this Section 2.1(a) until the earliest of:

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<sup>11</sup> Delete representations and warranties if any Principal Subcontractor Direct Agreement is delivered simultaneously with the execution of the relevant Principal Subcontract.

- (v) the date on which the Enterprises exercise their step-in rights pursuant to Section 2.2 of this Agreement (whether such breach occurs prior to, on or after such date);
  - (vi) subject to and without prejudice to the rights of the Lenders under, and as defined in, the Lenders Direct Agreement, the date on which the Enterprises give the Principal Subcontractor notice stating that a Developer Default has occurred; and
  - (vii) the Termination Date.
- (b) The Enterprises agree that the Principal Subcontractor [and the Guarantors] shall:
- (i) be entitled in any action or proceedings by the Enterprises in connection with, or as a result of having exercised their rights pursuant to, this Agreement to raise equivalent rights of defense of liability (except for set off or counterclaim) as [it / they] would have against Developer under[, respectively,] the Principal Subcontract [and the Guarantee]; and
  - (ii) have no liability under, or as a result of the Enterprises exercising their rights pursuant to, this Agreement that is of greater severity or of longer duration than [it / they] would have had if the Enterprises had been[, respectively,] a party to the Principal Subcontract as joint employer together with Developer [and a joint beneficiary of the Guaranty together with Developer].

## 2.2 Step-in Rights

- (a) The Principal Subcontractor shall not exercise, or seek to exercise, any right which may be or becomes available to it to:
- (i) terminate, or treat as terminated or repudiated, the Principal Subcontract or its engagement thereunder; or
  - (ii) discontinue or suspend the performance of any of its obligations under the Principal Subcontract,
- without first giving to the Enterprises at least 60 Calendar Days' prior notice in accordance with Section 2.2(b), provided that, if the expiry period of such notice occurs prior to the expiry of the Enterprise Step-in Rights Period, the Principal Subcontractor shall not be entitled to exercise, or seek to exercise, its relevant right(s) unless and until:
- (iii) the Enterprises deliver a notice to the Principal Contractor pursuant to Section 2.2(c)(ii); or
  - (iv) the Enterprise Step-in Rights Period has expired without the Enterprises having given any notice to the Principal Contractor pursuant to Section 2.2(c).
- (b) Any notice given by the Principal Subcontractor to the Enterprises pursuant to Section 2.2(a) shall specify:
- (i) the potential grounds for the Principal Subcontractor to exercise any right described in Sections 2.2(a)(i) or 2.2(a)(ii), together with details regarding any other unperformed obligations of, and uncured breaches by, Developer under the Principal Subcontract of which the Principal Subcontractor is aware;
  - (ii) all amounts due and payable by Developer to the Principal Subcontractor under the Principal Subcontract, if any, on or before the date of such notice and which remain unpaid at such date, and the nature of Developer's obligation to pay such amounts; and
  - (iii) the amount of any payments that the Principal Subcontractor reasonably foresees shall become due and payable from Developer to the Principal Subcontractor under the Principal Subcontract prior to the expiry of the Enterprise Step-in Rights Period.

- (c) At any time on or prior to the 60<sup>th</sup> Calendar Day after the later of (x) the Enterprises' receipt of a notice from the Principal Subcontractor pursuant to Section 2.2(a) and (y) the Subordination Date (the "Enterprise Step-in Rights Period"), the Enterprises shall give notice to the Principal Subcontractor [and the Guarantors] as to whether the Enterprises (or their designee):
- (i) shall from the date specified in such notice (which specified date shall be no later than the last Calendar Day of such Enterprise Step-in Rights Period) assume all rights and obligations of, and succeed to the interests of, Developer under the Principal Subcontract[, the Guaranty] and any Subcontractor Bond to the exclusion and in place of Developer, provided that, following any such assumption and succession, each of the Principal Subcontract [and the Guaranty] and any Subcontractor Bond shall remain in full force and effect; or
  - (ii) waive their rights pursuant to Section 2.2(c)(i).
- (d) [Each of] the Principal Subcontractor [and the Guarantors] acknowledges and agrees that on and from the Expiry Date (or, if earlier, on and from the Termination Date):
- (i) the Enterprises, in their discretion, shall have the right to:
    - (A) instruct [it] [they] to the exclusion of Developer in respect of its rights and obligations under the Principal Subcontract [or the Guaranty]; and
    - (B) require [it] [they] to:
      - (I) consent to any assignment and transfer of the benefit of this Agreement[, the Guaranty] and the Principal Subcontract (including the benefit of all warranties and guarantees, express or implied, provided under the Principal Subcontract) pursuant to Section 34.2.1 of the Project Agreement;
      - (II) enter into a novation agreement to effect such assignment and transfer; and
      - (III) cause the issuer of any Subcontractor Bond to enter into such agreements or other documents as reasonably necessary to grant the Enterprises the benefits previously available to Developer under such Subcontractor Bond.
  - (ii) [it] [they] shall not take any action (or refrain from taking any action) in a manner that is calculated or intended to directly or indirectly prejudice or frustrate or make more difficult any of the activities contemplated under Section 34.1 of the Project Agreement or any transfer or assignment contemplated under Section 34.2 of the Project Agreement and this Section 2.2(d).
- (e) If the Enterprises have: (i) given notice under Section 2.2(c)(i) of this Agreement and such notice has become effective; (ii) delivered instructions contemplated by Section 2.2(d)(i)(A) of this Agreement; or (iii) effected any assignment and transfer pursuant to Section 2.2(d)(i)(B) of this Agreement (any of (i), (ii) or (iii), an "Enterprise Step-in"), the Enterprises shall accept liability for Developer's obligations under the Principal Subcontract and shall as soon as practicable thereafter cure any outstanding breach by Developer which is capable of cure by Enterprises, in each case subject to Developer's rights under the terms of the Principal Subcontract.
- (f) For certainty, the Enterprises shall not be under any obligation to the Principal Subcontractor, nor shall the Principal Subcontractor have any claim or cause of action against the Enterprises, unless and until an Enterprise Step-in occurs.
- (g) Developer acknowledges and agrees that the Principal Subcontractor [and the Guarantors] shall [each] be entitled to rely on any notice or instruction given to it by the

Enterprises' exercising their Enterprise Step-in rights under this Agreement as conclusive evidence that the Enterprises are entitled to exercise such rights.

### **3. ENTERPRISES' REMEDIES**

The rights and benefits conferred upon the Enterprises by this Agreement are in addition to: (a) any other rights and remedies they may have against Developer, the Principal Subcontractor [and/or the Guarantors]; and (b) any other rights and benefits they may have with respect to any Subcontractor Bond or any other Contractor Bond.

### **4. CHOICE OF LAW; JURISDICTION AND VENUE; DISPUTE RESOLUTION**

#### **4.1 Choice of Law**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this provision or any other Special Provision set out in Section 5.12 in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

#### **4.2 Jurisdiction and Venue**

All suits or actions related to this Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:

- (a) any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;
- (b) any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and
- (c) the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

### **5. GENERAL PROVISIONS**

#### **5.1 Amendments and Waivers**

- (a) This Agreement may only be amended by a written amendment duly executed by all parties together with, to the extent required by Law, the Colorado State Controller or its designee, unless the amendment to this Agreement is expressly allowed or required to be made in any other manner pursuant to this Agreement and Law.
- (b) Except to the extent otherwise expressly provided in this Agreement:
  - (i) any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be approved (in the discretion) of the party giving it and shall be effective only if it is in writing by such party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;
  - (ii) no failure on the part of any party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and
  - (iii) no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent or approval, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.

## 5.2 Successors and Assigns

- (a) No party to this Agreement may assign or transfer any part of its rights or obligations hereunder without the prior written consent of the other parties.
- (b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

## 5.3 Severability

- (a) If any provision (or part of any provision) of this Agreement is ruled invalid by a court having proper jurisdiction, then the parties shall:
  - (i) promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the parties; and
  - (ii) if necessary or desirable, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.
- (b) If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part of such provision) or any other documents referred to in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

## 5.4 Entire Agreement

Subject to Section 1.3(b), this Agreement constitutes the entire agreement among the parties hereto concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements, either oral or written, among the parties with respect to their subject matter.

## 5.5 Notices and Communications

- (a) Any notice shall be given in writing by means of physical, digital or electronic communication, but excluding the use of social media, messaging, broadcast and equivalent services, to the relevant party at the following addresses, as applicable:

<u>Developer</u>	<u>Enterprises</u>	<u>Principal</u>	<u>[Guarantor]</u>
Attention: [ ]	Attention: [ ]	<u>Subcontractor</u>	Attention: [ ]
[Address]	[Address]	Attention: [ ]	[Address]
Phone: [ ]	Phone: [ ]	[Address]	Phone: [ ]
Email: [ ]	Email: [ ]	Phone: [ ]	Email: [ ]
		Email: [ ]	

- (b) A notice shall be deemed to have been submitted:
  - (i) upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Working Day;
  - (ii) on the next Working Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Working Day;
  - (iii) upon receipt, if physically delivered in person or by courier; or
  - (iv) three Working Days after deposit with postage prepaid and properly addressed, if delivered by United States certified or registered mail.

- (c) The parties shall notify each other in writing of any change of address and/or contact information, such notification to become effective five Working Days after notification.

#### **5.6 Counterparts**

This Agreement (or an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the parties and, to the extent required by Law, the State Controller or its designee, shall constitute a full and original instrument for all purposes.

#### **5.7 No Third Party Beneficiaries**

It is not intended by any of the provisions of this Agreement to create any third party beneficiary rights hereunder. Notwithstanding the foregoing, the duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by Law.

#### **5.8 No Partnership**

Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship or among the parties. None of the parties shall hold itself out contrary to the terms of this Section 5.8.

#### **5.9 No Interference**

Developer joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not to knowingly do or omit to do anything that may prevent any party from enforcing its rights under this Agreement. For certainty, Developer has no right to enforce any provision of this Agreement.

#### **5.10 No Personal Liability**

Each Enterprise's authorized representatives, including the Enterprise Representative, are acting solely as agents and representatives of the Enterprises when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the Enterprises for actions in their ordinary course of employment.

#### **5.11 Costs and Expenses of the Parties**

Except as otherwise expressly provided in this Agreement, the Project Agreement, the Principal Subcontract [or the Guaranty], each party shall bear its own costs and expenses (including legal and other advisers' fees and expenses) in connection with the preparation, negotiation, execution and performance of this Agreement and all other related agreements.

#### **5.12 Special Provisions**

- (a) Controller's Approval

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

- (b) Governmental Immunity

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

- (c) Compliance with Law

The Private Sector Parties shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

- (d) Binding Arbitration Prohibited
- The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
- (e) Software Piracy Prohibition
- State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Each of the Private Sector Parties hereby certifies and warrants that, during the term of this Agreement and any extensions, such Private Sector Party has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that a Private Sector Party is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, termination of this Agreement, as well as any remedy consistent with Federal copyright laws or applicable licensing restrictions.
- (f) Employee Financial Interest / Conflict of Interest
- The signatories aver that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Neither Private Sector Party has any interest and shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of such Private Sector Party's services and no Private Sector Party shall employ any person having such known interests.
- (g) Vendor Offset (C.R.S. §§24-30-202 (1) and 24-30-202.4)
- Subject to C.R.S. §24-30-202.4 (3.5), the State Controller, or the Enterprises, may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for:
- (i) unpaid child support debts or child support arrearages;
  - (ii) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, *et seq.*;
  - (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education;
  - (iv) amounts required to be paid to the Unemployment Compensation Fund pursuant to Article 70-82 of Title 8 of the C.R.S.; and
  - (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- (h) Public Contracts for Services
- Each Private Sector Party certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the CDOT program established pursuant to C.R.S. §8-17.5-102(5)(c). None of the Private Sector Parties shall knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to such Private Sector Party that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Each Private Sector Party:
- (i) shall not use E-Verify Program or CDOT program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

- (ii) shall notify the subcontractor and the contracting State agency within three Calendar Days if such Private Sector Party has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement;
- (iii) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three Calendar Days of receiving the notice; and
- (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment.

If a Private Sector Party participates in the CDOT program, such Private Sector Party shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that such Private Sector Party has examined the legal work status of such employee, and shall comply with all of the other requirements of the CDOT program. If a Private Sector Party fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101, *et seq.*, the contracting State agency may terminate this Agreement for breach and, if so terminated, such Private Sector Party shall be liable for damages.

***[remainder of page left intentionally blank; signature page follows]***

[*To insert signature blocks.*]

**Schedule 20  
Form of Contractor Bond**

**PAYMENT AND PERFORMANCE BOND NO.: [ ]**

**SURETY:**<sup>1</sup> [name], a [legal status]  
[address]

**CONTRACTOR:**<sup>2</sup> [name], a [legal status]  
[address]

**OBLIGEE[S]:**<sup>3</sup> [name], a [legal status]  
[address]

**BOND**

**AMOUNT:** \$[ ]

**DATE:** [ ]

**APPLICABLE**

**AGREEMENT[S]:** [Contractor]<sup>4</sup> [[name] a [legal status] ("Developer")]<sup>5</sup> has entered into the Project Agreement for the Central 70 Project dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Project Agreement") with Colorado High Performance Transportation Enterprise, a government-owned business within, and a division of, the Colorado Department of Transportation ("CDOT"), and Colorado Bridge Enterprise, a government-owned business within CDOT, for the design, construction, financing, operation and maintenance of a portion of the I-70 East Corridor in Greater Denver [(the "Project")]<sup>6</sup>. [Contractor has entered into [Principal Subcontract name] with Developer, dated as of [date] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Subcontract"), for [description of the work performed] in regards to the Project.]<sup>7</sup>

It is a requirement under Section 9.3.1.a.[i][iii]<sup>8</sup> of the [Project Agreement [and under the terms of the Subcontract]<sup>9</sup> that [Contractor][Developer]<sup>10</sup> deliver this payment and performance bond (this "Bond").

**TERMS:**

**Section 1.** The [Project Agreement] [and the] [Subcontract] [is][are] incorporated herein by reference.<sup>11</sup> All terms that are not defined in this Bond shall have the meaning ascribed to them in the [Project Agreement] [the Subcontract]<sup>12</sup>.

<sup>1</sup> The surety must be an Eligible Surety as defined under the Project Agreement.

<sup>2</sup> Refer to Developer, if the Contractor Bond is delivered pursuant to Section 9.3.2.a of the Project Agreement, or to the Principal Subcontractor, if the Contractor Bond is delivered pursuant to Section 9.3.2.b of the Project Agreement.

<sup>3</sup> Refer to the Enterprises, if the Contractor Bond is delivered pursuant to Section 9.3.2.a, or to Developer, if the Contractor Bond is delivered pursuant to Section 9.3.2.b of the Project Agreement.

<sup>4</sup> Delete if Contractor Bond is delivered pursuant to Section 9.3.2.b.

<sup>5</sup> Delete if Contractor Bond is delivered pursuant to Section 9.3.2.a.

<sup>6</sup> Delete if Contractor Bond is delivered pursuant to Section 9.3.2.a.

<sup>7</sup> Delete this paragraph if Contractor Bond is delivered pursuant to Section 9.3.2.a.

<sup>8</sup> Select appropriate reference.

<sup>9</sup> Delete if Contractor Bond is delivered pursuant to Section 9.3.2.a.

<sup>10</sup> Select appropriate reference.

<sup>11</sup> Refer to only the Project Agreement if the Contractor Bond is delivered pursuant to Section 9.3.2.a. Refer to both the Project Agreement and the Subcontract if the Contractor Bond is delivered pursuant to Section 9.3.2.b.

<sup>12</sup> Modify references to Project Agreement or Subcontract as needed throughout the Bond.

**Section 2.** Contractor and Surety, jointly and severally, bind themselves and their successors and assigns to the Oblige[e]s]:

- (a) to pay for labor, laborers, materials, rental machinery, tools and equipment, and all other items that are described in C.R.S. §§ 38-26-101 through and including 38-26-110 (the "Contractor's Bonds Statute") furnished for use in the performance of the [Project Agreement] [the Subcontract]; plus
- (b) to perform the [Project Agreement] [the Subcontract].

**Section 3.** Surety's liability under this Bond shall not exceed:

- (a) the Bond Amount specified above; and
  - (b) any costs or expenses payable under Section 8 below and any interest payable under the Contractor's Bonds Statute,
- the aggregate amounts referred to in this Section 3(a) and (b) are referred to as the "Maximum Amount".

**Section 4.** No change, alteration, addition, omission, modification, supplement or extension of time to the Project Agreement [or to the Subcontract]<sup>13</sup>, or to the nature of the work to be performed thereunder including, without limitation, any extension of time for performance or any change of any terms of or extension of time for any payment pertaining or relating to the Subcontract [or to the Project Agreement], nor any fraud practiced by any other Person (other than the claimant seeking to recover under this Bond), shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any change, alteration, addition, omission, modification, supplement or extension of time.

**Section 5.** This Bond is intended for the benefit of all Persons named in the Contractor's Bond Statute including, without limitation, all direct and indirect Subcontractors of the Contractor.

**Section 6.**

- (a) Whenever Contractor and Surety are notified by the Oblige[e]s] that Contractor is in default in the performance of the [Project Agreement] [Subcontract] (other than with respect to payment obligations), Surety shall promptly:
  - (i) remedy such default;
  - (ii) arrange for Contractor, with the prior written consent of the Oblige[e]s], to perform and complete the work in accordance with the [Project Agreement] [Subcontract];
  - (iii) itself, through its agents or through independent contractors, perform and complete the work in accordance with the [Project Agreement] [Subcontract]; or
  - (iv) select a subcontractor or subcontractors to complete all applicable portions of the Work for which a notice to proceed has been issued in accordance with the [Project Agreement] [Subcontract] and, using a procurement methodology provided by the Oblige[e]s], arrange for a contract between such subcontractor or subcontractors and the Oblige[e]s], and make available as work progresses (even if there is a default or a succession of defaults under such contract or contracts of completion arranged under this Section 6(a)(iv)) sufficient funds to pay the cost of completion, such funds not to exceed in aggregate,

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<sup>13</sup> Delete reference to the Subcontract if the Contractor Bond is delivered pursuant to Section 9.3.2.a of the Project Agreement; delete square brackets if the Contractor Bond is delivered pursuant to Section 9.3.2.b of the Project Agreement.

including, without limitation, other costs and damages for which Surety is liable hereunder, the Maximum Amount.

- (b) Whenever Contractor and Surety are notified by [the] [either] Oblige[e] that Contractor is in default in its payment obligations under the [Project Agreement] [Subcontract], Surety shall promptly pay for the same in an amount not exceeding the Maximum Amount.

**Section 7.** Correspondence or claims relating to this Bond shall be sent to Surety at the address listed above for Surety. Surety shall promptly notify the Oblige[e] of any claims relating to this Bond at the address[es] listed above for the Oblige[e]s].

**Section 8.** Surety agrees to indemnify, defend and hold the Oblige[e]s] harmless from and against all loss, damage, cost, or expense incurred by the Oblige[e]s] as a result of any claims made against or related to this Bond. If Surety is in breach of its obligations under this Bond, the Oblige[e]s] shall be entitled to all remedies available at law or in equity. Should the Oblige[e]s] commence litigation to enforce Surety's obligations under this Bond, Surety agrees to pay all costs and expenses of litigation, including, without limitation, the Oblige[e]s]'s] reasonable attorneys' fees (including those of the Colorado Attorney General's Office). Surety agrees that venue and jurisdiction for any litigation relating to this Bond shall be in the federal or state courts in the City and County of Denver, Colorado.

**Section 9.** This Bond has been furnished by Surety on behalf of Contractor to comply with the Contractor's Bond Statute and any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory requirements shall be deemed incorporated herein. Contractor and Surety acknowledge and agree that the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**Section 10.** [The Additional Oblige[e] Rider attached hereto is incorporated fully herein.]<sup>14</sup>

**[remainder of page left intentionally blank; signature page follows]**

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<sup>14</sup> Delete section if the Contractor Bond is delivered pursuant to Section 9.3.2.a of the Project Agreement; delete square brackets if the Contractor Bond is delivered pursuant to Section 9.3.2.b of the Project Agreement.

**IN WITNESS WHEREOF**, Contractor and Surety have caused this bond to be executed and delivered as of *[date]*.

*[To insert signature blocks.]*

**ADDITIONAL OBLIGEE RIDER<sup>15</sup>**

**ADDITIONAL OBLIGEE[S]:**<sup>16</sup> [name], a [legal status]  
[address]

**DATE:** [date]

**RELATED BOND:** This additional obligee rider is executed concurrently with and shall be attached to and form a part of the Payment and Performance Bond No. [ ] dated as of [date] (the “Bond”) by and among [name] a [legal status] as Contractor and [name] a [legal status] as Surety in the Bond Amount of \$[amount].

**TERMS:**

- Section 1.** All terms that are not defined herein shall have the meaning ascribed to them in the Bond.
- Section 2.** The undersigned agree and stipulate that the above named “Additional Obligee[s]” shall be added to the Bond as named obligee[s], subject to the terms herein.
- Section 3.** Regardless of whether the Obligee[s] [has] [have] elected to notify Contractor under Section 5 of the Bond of a default under the [Project Agreement] [Subcontract], the Additional Obligee[s] shall have the right to notify Surety directly that Contractor is in default under the [Project Agreement] [Subcontract]. Upon such notice by an Additional Obligee, Surety shall promptly act as if such notice was provided by the Obligee[s] and shall act in accordance with Section 5 of the Bond. Surety shall promptly notify the Obligee[s] of any claims by Additional Obligees relating to this Bond at the address listed in the Bond for the Obligee[s].
- Section 4.** The aggregate liability of Surety under this Bond, to any or all of the obligees, as their interests may appear, is limited to the Maximum Amount of said Bond.
- Section 5.** Additional Obligees’ rights hereunder are subject to the same defenses Contractor and/or Surety have against the Obligee[s].
- Section 6.** Except as modified herein, the Bond shall be and remains in full force and effect.

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<sup>15</sup> Refer to footnote on Section 10 of the Bond.

<sup>16</sup> If the Contractor Bond is delivered pursuant to Section 9.3.2.b of the Project Agreement: (i) the Additional Obligees will be the Enterprises and (ii) the Collateral Agent/Lender(s) may also be Additional Obligees as required by the Financing Documents.

**IN WITNESS WHEREOF**, Contractor and Surety have caused this bond to be executed and delivered as of [date].

[To insert signature blocks.]

**Schedule 21**  
**Forms of Supervening Event Notices and Submissions**

**Instructions**

Please generally see Section 15 of the Project Agreement and the italicized and footnoted instructions in the forms that follow.<sup>1</sup> In addition:

- (1) Developer shall submit:
  - (a) each Supervening Event Notice in the form of Part A to this Schedule 21; and
  - (b) each Supervening Event Submission in the form of Part B to this Schedule 21.
- (2) Each Supervening Event Notice and each Supervening Event Submission shall relate to an individual Supervening Event, although references can be made (as necessary) to other Supervening Events (e.g. to differentiate the effect of multiple events on the Critical Path).
- (3) Bracketed items in Parts A and B to this Schedule 21 include instructions (*in italics*) and drafting alternatives (with multiple options separated by forward slashes "/"). Developer shall modify or delete such bracketed items as the context and any additional instruction notes may require.
- (4) Each Supervening Event Notice and each Supervening Event Submission shall include a "SE Tracking Number" in the format of "X.Y" as follows:
  - (a) "X" shall be the sequential number of the Supervening Event for which a notice or submission (of any type) is submitted by Developer; and
  - (b) "Y" shall be the number of the submission made with respect to a particular Supervening Event, where:
    - (i) "0" shall be reserved to refer to the initial Supervening Event Notice; and
    - (ii) each Supervening Event Submission, including any update or amendment to a previously made submission, shall be numbered in sequence "1", "2", "3" etc.
- (5) Developer may attach supporting materials to any Supervening Event Notice or Supervening Event Submission, provided that the relevance and nature of such attachments are described in the main body of the submission.

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<sup>1</sup> For certainty, Developer shall delete this instruction box and any instructional footnotes in the relevant form prior to submission.

**Part A: Form of Supervening Event Notice**

[on Developer letterhead]

[date]

**From:** [Developer]

**To:** Enterprise Representative

**Re:** **Central 70 Project: Supervening Event Notice**

**SE Tracking No:** [ ].0

I am submitting this Supervening Event Notice on behalf of Developer pursuant to Section 15.1.2.a. of the Project Agreement for the Central 70 Project (the "Agreement") dated as of [date]. For ease of reference, all capitalized terms used in this notice have the same meaning given to them in the Agreement.

Please be advised of the following.:

**1. Type of Supervening Event**

This notice relates to a:<sup>2</sup>

- Force Majeure Event<sup>3</sup> (as defined in paragraph [ ] of the definition of Force Majeure Event)
- Delay Relief Event<sup>4</sup> (as defined in paragraph a.[ ] of the definition of Relief Event)
- Relief Event (as defined in paragraph [ ] of the definition of Relief Event)
- Compensation Event (as defined in paragraph [ ] of the definition of Compensation Event)

**2. Occurrence and Duration**

The [Force Majeure Event / Delay Relief Event / Relief Event / Compensation Event] occurred on [or about] [date]. This event [concluded on [or about] [date] / is continuing].<sup>5</sup>

**3. Description**

[Insert narrative description of Supervening Event.]<sup>6</sup>

**4. Mitigation**

[Insert narrative description of steps taken, or expected to be taken, by Developer to avoid and/or mitigate the effects of the Supervening Event.]

**5. Next Steps**

[Identify any proposed next steps, such as requests for calls, meetings etc., or otherwise indicate "None proposed at this time."]

**By:** \_\_\_\_\_

[insert name]

Developer's Representative

<sup>2</sup> References to the relevant paragraph within a definition should identify the specific relevant subparagraph.

<sup>3</sup> For a "Force Majeure Event", check both "Force Majeure Event" and "Relief Event".

<sup>4</sup> For a "Delay Relief Event", check "Delay Relief Event" but not "Relief Event".

<sup>5</sup> Developer may modify this statement to account for particular circumstances. In addition, if a Supervening Event is anticipated in advance, replace this form of statement with the following (or the equivalent): "[Developer] has determined that a [Force Majeure Event / Delay Relief Event / Relief Event / Compensation Event] is [likely imminent]. Developer first made this determination on [or about] [date] based on [explanation]."

<sup>6</sup> The narrative description should, to the extent reasonably possible and in addition to any other information that Developer deems relevant, describe or identify: (a) the event; (b) such event's source/origin/cause; (c) affected location(s); and (d) such event's anticipated or actual effect on the Work.

## Part B: Form of Supervening Event Submission

[on Developer letterhead]

[date]

**From:** [Developer]

**To:** Enterprise Representative

**Re:** Central 70 Project: [Preliminary / Detailed] Supervening Event Submission

**SE Tracking No:** [].[ ]

I am submitting this [Preliminary / Detailed] Supervening Event Submission on behalf of Developer pursuant to Section 15.1.2.b. of the Project Agreement for the Central 70 Project (the "Agreement") dated as of [date]. For ease of reference, all capitalized terms used in this submission shall have the same meaning given to them in the Agreement.

Please be advised of the following.<sup>7</sup>:

### A. Background Information

#### 1. Type of Supervening Event

This submission relates to a:<sup>8</sup>

- Force Majeure Event<sup>9</sup> (as defined in paragraph [ ] of the definition of Force Majeure Event)
- Delay Relief Event<sup>10</sup> (as defined in paragraph a.[ ] of the definition of Relief Event)
- Relief Event (as defined in paragraph [ ] of the definition of Relief Event)
- Compensation Event (as defined in paragraph [ ] of the definition of Compensation Event)

#### 2. Occurrence and Duration

The [Force Majeure Event / Delay Relief Event / Relief Event / Compensation Event] occurred on [or about] [date]. This event [concluded on [or about] [date] / is continuing].<sup>11</sup>

#### 3. Description

[Insert narrative description of Supervening Event.]<sup>12</sup>

#### 4. Mitigation

[Insert narrative description of steps taken, or expected to be taken, by Developer to avoid and/or mitigate the effects of the Supervening Event.]

### B. Developer's Request<sup>13</sup>

#### 5. Requested Resolution

[Insert summary description of relief, deadline extension and/or compensation sought with specific references to: (a) each relevant sub-Section within Sections 15.3 and 15.6; and (b) the detailed supporting analysis below.]

<sup>7</sup> In each Detailed Supervening Event Submission, and in any revised or amended Supervening Event Submission, Developer shall include the following statement immediately under the relevant headings below and prior to any narrative text inserted by Developer relating to the specific Supervening Event: "The following [has / has not] been amended since the prior related submission no. [X].[X]."

<sup>8</sup> References to the relevant paragraph within a definition should identify the specific relevant subparagraph, if applicable.

<sup>9</sup> For a "Force Majeure Event", check both "Force Majeure Event" and "Relief Event".

<sup>10</sup> For a "Delay Relief Event", check "Delay Relief Event" but not "Relief Event".

<sup>11</sup> Developer may modify this statement to account for particular circumstances.

<sup>12</sup> The narrative description should, to the extent reasonably possible and in addition to any other information that Developer deems relevant (and that is not required to be provided in a separate part of this form), describe or identify: (a) the event; (b) such event's source/origin/cause; and (c) affected location(s).

<sup>13</sup> Completion of B. is optional in a Preliminary Supervening Event Submission.

**6. Compliance Analysis**

*[Insert analysis of the Supervening Event's effect (if any) on Developer's performance of its obligations.]*<sup>14</sup>

**7. Time Impact Analysis**<sup>15</sup>

*[Insert a time impact analysis<sup>16</sup> of the effect (if any) of the Supervening Event on the Critical Path or, with respect to any such event affecting completion of a Payment Milestone, on the expected time for completion of such Payment Milestone.]*<sup>17</sup>

**8. Change in Costs and Financing Costs**

*[Insert good faith estimate of compensable Change in Costs, Milestone Payment Delay Costs and/or Delay Financing Costs, if any, together with the methodology for calculating such estimate in accordance with the terms of the Agreement.]*<sup>18</sup>

**C. Supporting Information**

**9. Documentation and Communications**

*[Insert description of (and, if appropriate, attach) all materially relevant available documentation and / or communications, if any, related to the Supervening Event, or otherwise indicate "None."]*

**10. Additional Information**

*[Insert any additional information Developer believes is relevant to the Enterprises' consideration of the Supervening Event, and / or which the Enterprises have previously requested in connection with such event, or otherwise indicate "None."]*

Under penalty of perjury, the undersigned certifies on behalf of Developer that the requests, claims, representations, statements, disclosures and information contained in this Supervening Event Submission are correct, complete (other than as expressly indicated herein) and not materially misleading.

By:

\_\_\_\_\_

*[insert name]*

Developer's Representative

<sup>14</sup> Identify any actual or potential Noncompliance Events and/or Closures that were, or are expected to be, directly attributable to the occurrence of such Supervening Event absent relief pursuant to Section 15.

<sup>15</sup> Indicate "Not applicable." for all Supervening Events occurring after Final Acceptance.

<sup>16</sup> This analysis should be made by reference to a Revised Baseline Schedule (or, in the case of a Preliminary Supervening Event Submission, the then current Project Schedule to the extent that a Revised Baseline Schedule reflecting the impact of the relevant Supervening Event is not yet available).

<sup>17</sup> The narrative description should, to the extent applicable:

(a) identify the impact on the achievement of Milestone Completion of any Payment Milestone and, given such impact, the basis for determining the resulting period of delay in achieving such Milestone Completion; and

(b) identify the impact on the anticipated actual Substantial Completion Date or, if the Substantial Completion Date has already occurred, the Final Acceptance Date and, given such impact, the basis for determining the requested extension to the Baseline Substantial Completion Date, the Longstop Date or the Final Acceptance Deadline Date (as applicable).

<sup>18</sup> This should include: (a) information as to the type and amount of Available Insurance; (b) consideration of applicable deductions (pursuant to Section 15.3.1.g) and compensation exclusions (pursuant to Section 15.7); and (c) reference to accompanying supporting documentation (which is required for a Detailed Supervening Event Submission and optional for a Preliminary Supervening Event Submission).

**Schedule 22**  
**Forms of Legal Opinions**

**Part A: Form of Enterprises' Legal Opinion**

*[To be provided in a future Addendum.]*

### Part B: Form of Developer Legal Opinion

Developer shall provide the following opinions pursuant to Section 2.2(e) of Schedule 1 (*Financial Close*) with respect to Developer, each Principal Subcontractor and any Guarantor (each, an “Opinion Party”)<sup>1</sup> and, to the extent applicable to each such Opinion Party, each of the documents listed in Annex A to this Part B of this Schedule 22 (the “Opinion Documents”).

With respect to Developer as an Opinion Party, each opinion shall be given by external and not internal counsel. With respect to each other Opinion Party, each opinion may be given by either internal or external counsel: (a) except that the opinions specified in paragraphs 4 and 8 below shall be required to be given by external counsel; and (b) subject to the Enterprises’ right to require delivery of an opinion of external counsel to the extent Lenders shall receive the same or an equivalent opinion from external counsel in connection with Financial Close.

1. Opinion regarding organization or formation and existence of each Opinion Party and each Opinion Party’s possession of the corporate or organizational power to own its properties and assets, carry on its business, enter into and perform its obligations under the Opinion Documents to which it is a party.
2. Opinion regarding Developer’s and each Principal Subcontractor’s good standing and qualification to do business in the State of Colorado.
3. Opinion that each of the Opinion Documents to which any Opinion Party is a party has been duly authorized by all necessary corporate action on the part of such Opinion Party and that each of the Opinion Documents to which such Opinion Party is a party has been duly executed and delivered by such Opinion Party.
4. Opinion that each of the Opinion Documents to which any Opinion Party is a party constitutes a legal, valid and binding obligation of such Opinion Party enforceable against such Opinion Party in accordance with its terms.
5. Opinion that there is no action, suit, proceeding, investigation or litigation pending and served on any Opinion Party, or overtly threatened in writing against any Opinion Party, which challenges such Opinion Party’s authority to execute, deliver or perform, or the legality, validity or enforceability of any of the Opinion Documents to which it is a party, or which challenges the authority of such Opinion Party’s representative executing any of the Opinion Documents to which it is a party.
6. Opinion that all required consents and approvals have been obtained with respect to execution, delivery and performance by each Opinion Party of each of the Opinion Documents to which it is a party, and that none of the Opinion Documents to which any such Opinion Party is a party conflicts with any other agreements to which such Opinion Party is a party or with any orders, judgments or decrees by which such Opinion Party is bound.
7. Opinion that execution, delivery and performance of all obligations by each Opinion Party under each of the Opinion Documents to which it is a party do not conflict with, and are authorized by, the organizational or formation documents of such Opinion Party.
8. Opinion that execution and delivery by each Opinion Party of the Opinion Documents to which it is a party does not, and such Opinion Party’s performance of its obligations under the Opinion Documents to which it is a party shall not, violate any statute, rule or regulation applicable to such Opinion Party or to transactions of the type contemplated by any of the Opinion Documents to which such Opinion Party is a party.

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<sup>1</sup> The following opinions shall be modified, in the Enterprises’ reasonable discretion, as necessary in the event that any Opinion Obligor is a joint venture or partnership.

**Annex A**  
**Opinion Documents**

1. With respect to Developer as an Opinion Party:
  - (a) Project Agreement;
  - (b) Project Agreement Amendment;
  - (c) Lenders' Direct Agreement;
  - (d) each Principal Subcontract;
  - (e) each Principal Subcontractor Direct Agreement; and
  - (f) Financial Model Escrow Agreement.
2. With respect to each Principal Subcontractor as an Opinion Party, the applicable:
  - (a) Principal Subcontract; and
  - (b) Principal Subcontractor Direct Agreement.
3. With respect to any Guarantor as an Opinion Party, the applicable:
  - (a) Guarantee; and
  - (b) Principal Subcontractor Direct Agreement.

**Schedule 23**  
**Form of Financial Model Escrow Agreement**

**This Escrow Agreement** (this "Agreement") is dated as of [ ] and made among:

- (1) Colorado High Performance Transportation Enterprise ("HPTE"), a government-owned business within, and a division of, the Colorado Department of Transportation ("CDOT");
- (2) Colorado Bridge Enterprise, a government-owned business within CDOT ("BE" and, together with HPTE, each individually an "Enterprise" and, together, the "Enterprises");
- (3) [ ], a [describe type of legal entity and reference state of incorporation/organization] ("Developer"); and
- (4) [ ] as escrow agent (the "Escrow Agent").

**RECITALS**

**Whereas:**

- (A) Simultaneously with the execution of this Agreement, the Enterprises and Developer have entered into a Project Agreement for the Central 70 Project dated as of [ ] (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Project Agreement"), in connection with the design, construction, financing, operation and maintenance of a portion of the I-70 East corridor in Greater Denver (the "Project") as more fully described in the Project Agreement.
- (B) It is a condition precedent to the execution of the Project Agreement that the parties hereto execute this Agreement.

**Now, therefore**, in consideration of the mutual covenants and agreements described below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Capitalized terms used but not defined in this Agreement shall have the meanings given to them in Part A of Annex A (*Definitions and Abbreviations*) of the Project Agreement.

**1.2 Interpretation**

- (a) Headings and other internal references
  - (i) Headings are inserted for convenience only and shall not affect interpretation of this Agreement.
  - (ii) Except as the context may otherwise provide, the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of it.
  - (iii) Except as otherwise expressly provided or as the context may otherwise provide, a reference to any Section within this Agreement is a reference to such Section of this Agreement.
- (b) Common terms and references
  - (i) The singular includes the plural and vice versa.
  - (ii) Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words that follow.
  - (iii) The word "promptly" means as soon as reasonably practicable in light of then-prevailing circumstances.

(c) References to agreements, documents and Persons

Except as otherwise expressly provided in this Agreement, a reference:

- (i) to an agreement or other document shall be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms; and
- (ii) to a Person includes such Person's permitted successors, assigns and transferees.

**2. DEPOSIT**

**2.1 Initial Deposit**

- (a) Developer hereby deposits with the Escrow Agent:
  - (i) an unrestricted electronic version of the Base Financial Model;
  - (ii) the "Assumptions Book" submitted by the Preferred Proposer pursuant to Section 6.2 of the "Financial Proposal Submission Requirements" in the ITP;<sup>1</sup> and
  - (iii) the audit report submitted by the Preferred Proposer pursuant to Section 6.3 of the "Financial Proposal Submission Requirements" in the ITP,((i) through (iii), together with any supplements or amendments thereto or replacements thereof, the "Escrow Documents").
- (b) The Escrow Agent hereby acknowledges receipt of the Escrow Documents specified in Sections 2.1(a)(i) through (iii), and agrees that such Escrow Documents shall be held in escrow pursuant to this Agreement.

**2.2 Supplements, Amendments and Replacements**

The Escrow Agent agrees to accept and hold in escrow pursuant to this Agreement any supplements, amendments or replacements to the Escrow Documents jointly delivered to it by Developer and the Enterprises from time to time.

**3. ESCROW DOCUMENTS**

**3.1 Holding of Escrow Documents**

- (a) The Escrow Agent shall hold the Escrow Documents in escrow in a designated area on the premises located at [ ]<sup>2</sup>, or at such other equivalent location in the State as may be approved in writing by the Enterprises (acting reasonably), on a confidential and secure basis. Such designated area shall be locked at all times when such documents are not otherwise being accessed pursuant to this Agreement.
- (b) The Escrow Agent shall provide the Enterprises and Developer with joint access to the Escrow Documents at the designated location during Working Days subject to at least two Working Days' prior notice. Furthermore, with notice to Developer at least five Working Days in advance, the Enterprises shall be entitled to access (but not supplement, amend or replace) the Escrow Documents. Developer, but not the Enterprises, shall be deemed to waive its joint access right.
- (c) Other than the Enterprises' professional advisors and consultants (which may accompany the Enterprises when, or act on behalf of the Enterprises for the purpose of, accessing the Escrow Documents), no third party, including the employees of the Escrow Agent, shall be allowed access to any of the Escrow Documents, provided that employees of the Escrow Agent shall have access to the designated area for other necessary purposes

<sup>1</sup> Add reference to any other documentation necessary or reasonably requested by the Enterprises to operate the Financial Model.

<sup>2</sup> Location must be in Colorado.

subject to prior notice to the Enterprises and Developer of the policies and procedures governing such access.

### **3.2 Release of Escrow Documents**

The Escrow Agent shall release the applicable Escrow Documents to either of the Enterprises or Developer upon delivery of joint instructions to the Escrow Agent by the Enterprises and Developer.

## **4. REPRESENTATION AND WARRANTY**

As of the date of this Agreement and as of each date the Enterprises and Developer deposit with the Escrow Agent a supplement, amendment or replacement to or of any Escrow Document, Developer represents and warrants to the Escrow Agent and the Enterprises that:

- (a) it lawfully possesses each such Escrow Document provided to the Escrow Agent;
- (b) no agreements, liens or encumbrances prohibit, limit, or alter the rights and obligations of the Enterprises or the Escrow Agent under this Agreement;
- (c) it possesses all rights necessary with respect to each such Escrow Document to permit the Escrow Agent to perform its obligations, and the Enterprises to exercise their rights, under this Agreement in accordance with the terms hereof;
- (d) each such Escrow Document is readable and useable in its then current form and, if any portion of any such Escrow Document is encrypted, the necessary decryption tools and keys to read such material have been deposited with the Escrow Agent contemporaneously; and.
- (e) such Escrow Documents (together with any such documents already in escrow) constitute a complete and correct set of the relevant materials and information.

## **5. TERM AND TERMINATION**

- (a) This Agreement shall continue in full force and effect until the earlier of the Expiry Date and the date on which Developer and the Enterprises provide the Escrow Agent with joint notice of their intent to terminate this Agreement.
- (b) Upon termination of this Agreement, the Escrow Agent shall promptly return the Escrow Documents to Developer.

## **6. RIGHTS OF ESCROW AGENT**

- (a) If conflicting demands are made or notices served upon the Escrow Agent with respect to this escrow, the parties hereto expressly agree that the Escrow Agent shall have the absolute right at its election to do any of the following:
  - (i) suspend access to the Escrowed Documents;
  - (ii) file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves;
  - (iii) deliver all Escrow Documents with seals intact to another location to be selected by the Enterprises within 30 days after the Escrow Agent delivers notice thereof to Developer and the Enterprises.
- (b) Notwithstanding Section 6(a), after the Enterprises deliver to the Escrow Agent a notice that a Developer Default has occurred and is continuing (and until such notice is withdrawn by a subsequent notice from the Enterprises to the Escrow Agent), the Escrow Agent shall accept instructions pursuant to this Agreement solely from the Enterprises, including with respect to matters that otherwise would require joint action or instruction pursuant to this Agreement.

## **7. GENERAL PROVISIONS**

### **7.1 Fees and expenses**

- (a) Developer shall be responsible for all fees and expenses of the Escrow Agent in connection with this Agreement.
- (b) Except as otherwise expressly provided in Section 7.1(a) or, as between the Enterprises and Developer, pursuant to the Project Agreement, each party shall bear its own costs and expenses (including legal and other advisers' fees and expenses) in connection with the preparation, negotiation, execution and performance of this Agreement.

### **7.2 Choice of Law**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

### **7.3 Jurisdiction and Venue**

All suits or actions related to this Agreement shall be filed and proceedings held in the State and exclusive venue shall be in State or Federal court in the City of Denver, and each party hereto irrevocably waives:

- (a) any objection which it may have at any time to the laying of venue of any such suit, action or proceeding brought in any such court;
- (b) any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and
- (c) the right to object that such court does not have any jurisdiction with respect to such suit, action or proceeding.

### **7.4 Amendments and Waivers**

- (a) This Agreement may only be amended by a written amendment duly executed by all parties' designees, unless the amendment to this Agreement is expressly allowed or required to be made in any other manner pursuant to this Agreement and Law.
- (b) Except to the extent otherwise expressly provided in this Agreement:
  - (i) any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be approved in the discretion of the party giving it and shall be effective only if it is in writing by such party, and only in the specific instance, for the specific time, subject to the specific conditions and for the specific purpose for which it has been given;
  - (ii) no failure on the part of any party to exercise, and no delay in exercising, any right or power under this Agreement shall operate as a waiver of such right or power; and
  - (iii) no single or partial exercise of any right or power under this Agreement, including any right to give or withhold any consent or approval, nor any abandonment or discontinuance of steps to enforce such a right or power, shall preclude or render unnecessary any other or further exercise of such right or the exercise of any other right.

### 7.5 Successors and Assigns

- (a) Except to the extent expressly provided hereunder, no party to this Agreement may assign or transfer any part of its rights or obligations hereunder without the prior written consent of the other parties.
- (b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

### 7.6 Severability

- (a) If any provision (or part of any provision) of this Agreement is ruled invalid by a court having proper jurisdiction, then the parties shall:
  - (i) promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the parties; and
  - (ii) if necessary or desirable, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.
- (b) If any provision (or part of any provision) of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part of such provision) or any other documents referred to in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

### 7.7 Entire Agreement

This Agreement constitutes the entire agreement among the Enterprises, Developer and the Escrow Agent concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements, either oral or written, among the parties with respect to their subject matter.

### 7.8 Notices and Communications

- (a) Any notice shall be given in writing by means of physical, digital or electronic communication, but excluding the use of social media, messengering, broadcast and equivalent services, to the relevant party at the following addresses, as applicable:

<u>Developer</u>		<u>Enterprises</u>		<u>Escrow Agent</u>	
Attention:	[ ]	Attention:	[ ]	Attention:	[ ]
[Address]		[Address]		[Address]	
Phone:	[ ]	Phone:	[ ]	Phone:	[ ]
Email:	[ ]	Email:	[ ]	Email:	[ ]

- (b) A notice shall be deemed to have been submitted:
  - (i) upon receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution before 3:00 p.m. (local time at the place of receipt) on a Working Day;
  - (ii) on the next Working Day following receipt (confirmed by automatic answer back, read receipt or equivalent evidence of receipt), if validly transmitted by digital or electronic distribution on or after 3:00 p.m. (local time at the place of receipt) on a Working Day;
  - (iii) upon receipt, if physically delivered in person or by courier; or
  - (iv) three Working Days after deposit with postage prepaid and properly addressed, if delivered by United States certified or registered mail.

- (c) The parties will notify each other in writing of any change of address and/or contact information, such notification to become effective five Working Days after notification.

**7.9 Counterparts**

This Agreement (or an amendment or waiver in respect to this Agreement) may be executed in one or more counterparts (including by electronic signature and/or scanned or digital transmission). Any single counterpart or a set of counterparts executed, in either case, by each of the parties shall constitute a full and original instrument for all purposes.

**7.10 No Third Party Beneficiaries**

It is not intended by any of the provisions of this Agreement to create any third party beneficiary rights hereunder. Notwithstanding the foregoing, the duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by Law.

**7.11 No Partnership**

Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship or among the parties. None of the parties shall hold itself out contrary to this Section 7.11.

**7.12 No Personal Liability**

Each Enterprise's authorized representatives, including the Enterprise Representative, are acting solely as agents and representatives of the Enterprises when carrying out the provisions of or exercising the power or authority granted to them under this Agreement, and, as such, none of them shall not be liable either personally or as employees of the Enterprises for actions in their ordinary course of employment.

***[remainder of page left intentionally blank; signature page follows]***

**IN WITNESS WHEREOF**, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

*[To insert signature blocks.]*

**Schedule 24  
Change Procedure**

**1. ENTERPRISE CHANGES AND DIRECTIVE LETTERS**

**1.1. Delivery of and Response to Enterprise Change Notices**

- a. The Enterprises shall be entitled to (and, when required to do so pursuant to Section 8.6.2.b of the Project Agreement, shall) submit Enterprise Change Notices to Developer pursuant to Section 14.1.a of the Project Agreement.
- b. Any Enterprise Change Notice:
  - i. shall:
    - A. set out the Enterprises' requirements for the relevant Enterprise Change in reasonably sufficient detail to enable Developer to prepare and timely submit a Developer's Enterprise Change Response; and
    - B. include any specific directions or requirements as to the contents of the Developer's Enterprise Change Response (which may be in addition to the content requirements specified in Sections 1.1.c.i.A through J of this Schedule 24, or to the effect that any such content requirement is not relevant to the proposed Enterprise Change); and
  - ii. may, in the Enterprises' discretion, require the Developer to:
    - A. participate in a preliminary meeting regarding the proposed Enterprise Change at such time and location as the Enterprises may reasonably request; and
    - B. at or before such preliminary meeting, deliver to the Enterprises a written preliminary, non-binding order of magnitude cost estimate for the proposed Enterprise Change which shall be prepared by Developer on a Reasonable Efforts basis and shall include each of the following elements (or a statement to the effect that such element is not relevant to the proposed Enterprise Change):
      - I. an introductory summary of the contents of such response;
      - II. a preliminary scope of work for such Enterprise Change, together with:
        - a. a preliminary schedule for implementation of such scope of work; and
        - b. identification of any adjustments to the Baseline Schedule anticipated to be required to implement such Enterprise Change;
      - III. a preliminary analysis of any extension of time and/or relief to which Developer may be entitled pursuant to Section 15 of the Project Agreement as a result of such Enterprise Change, including a preliminary time impact analysis (made by reference to the Baseline Schedule subject to adjustment as indicated by Developer pursuant to Section 1.1.b.ii.B.II.b of this Schedule 24) of the effect (if any) of such Enterprise Change on achievement of any Key Milestone;
      - IV. a preliminary estimate of any Change in Costs, Delay Financing Costs and/or Milestone Payment Delay Costs to which Developer may be entitled pursuant to Section 15 of the Project Agreement as a result of such Enterprise Change; and

- V. a preliminary identification and assessment of any other reasonably anticipated material impact on the Work of such Enterprise Change.
- c. Promptly after, and in any event within 20 Working Days after, the later of Developer's receipt of an Enterprise Change Notice and any preliminary meeting held pursuant to Section 1.1.b.ii.A of this Schedule 24 (or, if later, by the date specified in any Enterprise Change Notice, or such date as is otherwise agreed at any such meeting), Developer shall submit to the Enterprises either:
- i. Developer's written response to the Enterprise Change Notice ("Developer's Enterprise Change Response"), which response shall include each of the following elements (or a statement to the effect that such element is not relevant to the proposed Enterprise Change):
    - A. an introductory summary of the contents of such response;
    - B. a detailed scope of work for such Enterprise Change, together with:
      - I. a schedule for implementation of such scope of work; and
      - II. a Revised Baseline Schedule reflecting adjustments required to implement such Enterprise Change;
    - C. the proposed method(s) for certification of completion of any aspects of the work required by such Enterprise Change, where such methods shall, to the extent possible, follow procedures already set out in this Agreement;
    - D. any new Governmental Approvals, Permits or third-party consents, and/or any amendments to existing Governmental Approvals, Permits or third-party consents, required to implement such Enterprise Change;
    - E. any amendments to this Agreement required to implement such Enterprise Change;
    - F. an analysis of any extension of time and/or relief to which Developer may be entitled pursuant to Section 15 of the Project Agreement as a result of such Enterprise Change, including a time impact analysis (made by reference to the Revised Baseline Schedule referred to in Section 1.1.c.i.B.II of this Schedule 24) of the effect (if any) of such Enterprise Change on achievement of any Key Milestone;
    - G. the estimated Change in Costs, Delay Financing Costs and/or Milestone Payment Delay Costs to which Developer may be entitled, pursuant to Section 15 of the Project Agreement, as a result of such Enterprise Change, including a detailed breakdown of each element of the same;
    - H. identification and analysis of any other reasonably anticipated impact on the Work of such Enterprise Change;
    - I. such supporting information and documentation as the Enterprises may reasonably require in such Enterprise Change Notice; and
    - J. the following certification: "Under penalty of perjury, the undersigned certifies on behalf of Developer that, as of the date hereof, the requests, claims, representations, statements, disclosures and information contained in this Developer's Enterprise Change Response are correct, complete (other than as expressly indicated herein) and not materially misleading."; or

- ii. Developer's written rejection of the proposed Enterprise Change (or any part thereof) on the basis that it is a Restricted Change, including a supporting analysis.

**1.2. Processing of Enterprise Change Notices**

- a. The Parties shall arrange to meet, at such time and location as the Enterprises may reasonably request, to review and discuss Developer's Enterprise Change Response or Developer's written rejection submitted pursuant to Section 1.1.c of this Schedule 24.
- b. At any meeting arranged pursuant to Section 1.2.a of this Schedule 24, or otherwise upon written notice, the Enterprises may in their discretion request or require modifications to Developer's Enterprise Change Response, including to require Developer to solicit competitive bids for all or part of the work that would result from the proposed Enterprise Change, provided that such modifications shall not result in a Restricted Change.
- c. Developer shall promptly after, and in any event within 15 Working Days after, Developer's receipt of any notice from the Enterprises pursuant to Section 1.2.b of this Schedule 24, notify the Enterprises of any consequential changes to its prior Developer's Enterprise Change Response.
- d. Promptly after, and in any event within 15 Working Days after, the latest of the date of:
  - i. the Enterprises' receipt of Developer's Enterprise Change Response;
  - ii. any meeting referenced in Section 1.2.a of this Schedule 24; and
  - iii. any Developer response to the Enterprises pursuant to Section 1.2.c of this Schedule 24,the Enterprises shall:
  - iv. Accept Developer's Enterprise Change Response (as updated pursuant to Section 1.2.c of this Schedule 24);
  - v. without prejudice to their right to issue a Directive Letter pursuant to Section 1.4.a of this Schedule 24, request or require additional modifications (including modifications as to estimated Change in Costs (including any such modifications made to the methodology for calculating Change in Costs pursuant to Section 3 of Appendix A of this Schedule 24, Delay Financing Costs or Milestone Payment Delay Costs) to Developer's Enterprise Change Response (if applicable, as previously updated pursuant to Section 1.2.c of this Schedule 24), in which case the procedures set out in Sections 1.2.b and 1.2.c and this Section 1.2.d of this Schedule 24 shall be repeated; or
  - vi. other than with respect to an Enterprise Change Notice that the Enterprises are required to issue pursuant to Section 8.6.2.b of the Project Agreement, withdraw the Enterprise Change Notice and thereafter promptly reimburse Developer for all reasonable and documented external professional costs and expenses incurred by it in preparing Developer's Enterprise Change Response pursuant to Section 1.1.c.i of this Schedule 24 (or any update thereto pursuant to Section 1.2.c of this Schedule 24).
- e. Following the Enterprises' Acceptance of any Developer's Enterprise Change Response pursuant to Section 1.2.d.iv of this Schedule 24, the Parties shall promptly execute a written memorandum (a "Change Order"), in a form to be prepared by the Enterprises, and on terms agreed by the Parties (acting reasonably, including by taking into account (i) the substance of the Accepted Developer's Enterprise Change Response and (ii) the treatment of Enterprise Changes as Compensation Events pursuant to Section 1.3 of this Schedule 24), definitively stating (or, at Enterprises' reasonable discretion, confirming by way of attachment and reference to the Enterprise Change Notice and/or Developer's

Enterprise Change Response) all details of the relevant Enterprise Change, including as to:

- i. any extension of time, relief and/or compensation (including the payment terms of, and supporting documentation required for, any such compensation);
- ii. any sharing of savings with the Enterprises pursuant to Section 3 of this Schedule 24; and
- iii. the agreed commencement date and schedule for the relevant work.

**1.3. Implementation of Enterprise Changes**

- a. Developer shall begin to implement the relevant Enterprise Change on the commencement date set out in the relevant Change Order.
- b. Subject to the terms of the relevant Change Order, from the date on which a Change Order implementing an Enterprise Change is effective (or, with respect to an Enterprise Change initiated pursuant to Section 8.6.2 of the Project Agreement, such earlier date as is specified in the relevant Change Order):
  - i. the relevant Enterprise Change shall constitute a Compensation Event;
  - ii. the Change Order shall constitute an agreed memorandum for purposes of Section 15.3.2 of the Project Agreement, for certainty without any obligation for Developer to submit a Supervening Event Notice or Supervening Event Claim pursuant to Section 15.1 of the Project Agreement;
  - iii. Developer shall be entitled to extensions of time, relief and/or compensation pursuant to Sections 15.3 through 15.6 of the Project Agreement, for certainty without Section 15.7 of the Project Agreement applying to the calculation of any such compensation; and
  - iv. the Enterprises shall be entitled to share in any savings resulting from the implementation of the relevant Enterprise Change pursuant to Section 3 of this Schedule 24.

**1.4. Directive Letters**

- a. At any time after the Enterprises' submission of an Enterprise Change Notice to Developer, and for so long as the Parties have not reached a final agreement and executed a Change Order in relation thereto, the Enterprises may (in their discretion) deliver to Developer a notice (a "Directive Letter") directing Developer to implement and perform the work as set out in such Enterprise Change Notice (as may be modified by such Directive Letter). Subject to the terms of any agreed Change Order that supersedes such Directive Letter, the Enterprises' delivery of a Directive Letter shall constitute a Compensation Event in respect of which Developer shall be entitled to submit a Supervening Event Submission pursuant to Section 15.1.2.b of the Project Agreement and all relevant provisions of Section 15 of the Project Agreement shall apply (except that, for certainty, Section 15.7 of the Project Agreement shall not apply to the calculation of any resulting compensation).
- b. Any Directive Letter shall:
  - i. state that it is issued pursuant to Section 1.4.a of this Schedule 24;
  - ii. describe the work in question and any limits thereon to the extent not otherwise provided in the relevant Enterprise Change Notice; and
  - iii. specify the required commencement date of the relevant work together with any other implementation schedule and completion requirements.
- c. Promptly upon receipt of any Directive Letter, Developer shall implement and perform the work in question as directed by the Enterprises, provided that Developer shall be entitled

to give notice to the Enterprises (including a supporting analysis) if it refuses to perform any part of such work on the basis that it constitutes a Restricted Change.

## 2. DEVELOPER CHANGES

### 2.1. Delivery of Developer Change Notices

- a. Developer shall be entitled to submit Developer Change Notices to the Enterprises for Approval pursuant to Section 14.1.b of the Project Agreement.
- b. Any Developer Change Notice shall include each of the following elements (or a statement to the effect that such element is not relevant to the proposed Developer Change):
  - i. an introductory summary of the contents of such notice;
  - ii. a statement as to Developer's reasons for proposing the Developer Change, including as to whether such Developer Change is being proposed by Developer as an alternative to a Nonconforming Work Remedy (a "Nonconforming Work Change");
  - iii. reasonably sufficient detail regarding the proposed Developer Change to enable the Enterprises to evaluate Developer's proposal in full, including:
    - A. other than with respect to a Nonconforming Work Change:
      - I. a detailed scope of work for such proposed Developer Change, together with:
        - a. a schedule for implementation of such scope of work; and
        - b. a Revised Baseline Schedule reflecting adjustments required to implement such Developer Change; and
      - II. the proposed method(s) for certification of completion of any aspects of the work required by such Developer Change, where such methods shall, to the extent possible, follow procedures already set out in this Agreement;
    - B. any new Governmental Approvals, Permits or third-party consents, and any amendments to existing Governmental Approvals, Permits or third-party consents, required to implement such Developer Change;
    - C. any amendments to this Agreement required to implement such Developer Change; and
    - D. identification and analysis of any other reasonably anticipated impact on the Work of such Developer Change;
  - iv. the estimated Change in Costs (which, for certainty, may be positive (other than with respect to any Nonconforming Work Change) or negative) that may result from such Developer Change, including a detailed breakdown of each element of the same, provided that, with respect to any Nonconforming Work Change, Developer shall, to the extent such methodology is applicable to the relevant Nonconforming Work Change, calculate relevant elements of the estimated Change in Costs (including the resulting reduction in the value of the Work performed) by reference to the methodology set out in the provisions of the CDOT Standard Specifications relating to price adjustments relating to Nonconforming Work;
  - v. Developer's proposed methods of financing or funding any such positive Change in Costs and/or details regarding proposed payments by or to the Enterprises, including changes to the Milestone Payments and/or Performance Payments, if

any, being requested or proposed by Developer (including as a result of the application of Section 3 of this Schedule 24), provided that no payments may be proposed to be made by the Enterprises to Developer in connection with any Nonconforming Work Change;

- vi. any dates by which a response by the Enterprises to such notice is critical;
- vii. such supporting information and documentation as the Enterprises may reasonably require; and
- viii. the following certification: "Under penalty of perjury, the undersigned certifies on behalf of Developer that, as of the date hereof, the requests, claims, representations, statements, disclosures and information contained in this Developer Change Notice are correct, complete (other than as expressly indicated herein) and not materially misleading."

## 2.2. Processing of Developer Change Notices

- a. Any Developer Change Notice shall be subject to the Enterprises' Approval, provided that the Enterprises agree to evaluate any Developer Change Notice in good faith, taking into account all issues that are relevant to the Enterprises, including whether, with respect to the proposed Developer Change:
  - i. a change in the Milestone Payments and/or Performance Payments has been proposed by Developer;
  - ii. such Developer Change would or may affect the quality of the Work or the likelihood of successful or timely delivery of the Work;
  - iii. such Developer Change would or may interfere with the relationship of the Enterprises and/or CDOT with third parties (including any Governmental Authority);
  - iv. the financial strength of Developer is sufficient to perform the Work (as modified by such Developer Change);
  - v. the value of the Work and/or the residual value of the Project would or may be affected, including as a result of a Nonconforming Work Change; and
  - vi. such Developer Change would or may materially affect the risk, costs or liabilities to which the Enterprises will or may be exposed.
- b. As part of the Enterprises' evaluation of a Developer Change Notice, the Parties shall, at the Enterprises' discretion, arrange to meet at such time and location as the Enterprises may reasonably request to review and discuss the proposed Developer Change.
- c. Following the Enterprises' Approval of any Developer Change Notice (including with such conditions or modifications (including modifications as to estimated Change in Costs) as may be required by the terms of such Approval) the Parties shall promptly execute a written Change Order in a form to be prepared by the Enterprises definitively stating (or, at Enterprises' discretion, confirming by way of attachment and reference to the Developer Change Notice) all details of the relevant Approved Developer Change, including as to:
  - i. any extension of time, relief and/or compensation (including the payment terms of, and supporting documentation required for, any such compensation);
  - ii. any sharing of savings with the Enterprises pursuant to Section 3 of this Schedule 24; and
  - iii. the agreed commencement date and schedule for the relevant work.

- d. Developer shall begin to implement the relevant Developer Change on the commencement date set out in the agreed Change Order (or such other date as may be agreed by the Parties).
- e. Subject to the terms of the relevant Change Order, from the date on which a Change Order implementing a Developer Change is effective:
  - i. Developer shall be, and shall only be, entitled to such extensions of time, relief and/or compensation in connection with such Developer Change as may be set out in the relevant Change Order; and
  - ii. the Enterprises shall be entitled to:
    - A. share, pursuant to Section 3 of this Schedule 24, in any savings resulting from the implementation of the relevant Developer Change; and
    - B. reimbursement by Developer for any external fees and expenses incurred by the Enterprises and/or CDOT in connection with reviewing and Approving the Developer Change Notice and associated Change Order.

### 3. Cost Savings

- 3.1. If in connection with any Change documented in a Change Order or a Directive Letter:
  - a. Developer's Change in Costs reflects a net saving to Developer; and/or
  - b. with respect to any Nonconforming Work Change, the value of the Work performed, or of the Project, has been reduced,then, subject to the terms of any relevant Change Order and, with respect to a Directive Letter, any written memorandum executed pursuant to Section 15.3.2 of the Project Agreement:
  - c. with respect to any Enterprise Change (whether documented in a Change Order or a Directive Letter) or any Nonconforming Work Change, the Enterprises shall be entitled to 100% of such net saving and/or such reduction in value; and
  - d. with respect to any Developer Change (other than any Nonconforming Work Change), Developer and the Enterprises shall each be entitled to 50% of any such net saving.
- 3.2. The Enterprises shall be entitled, at their discretion, to elect to receive their share of any saving and/or reduction in value pursuant to Section 3.1 of this Schedule 24:
  - a. as a lump sum payment (or series of payments) from Developer within 30 Calendar Days after;
    - i. such saving (or a portion thereof) is realized; or
    - ii. with respect to any reduction in value as a result of a Nonconforming Work Change, the date of the relevant Change Order;
  - b. by way of an adjustment to the "Base CPP" and/or the "Base OMRP" set out in Section 2(f) of Part 2 of Schedule 6 (*Performance Mechanism*); or
  - c. by way of set-off pursuant to Section 5 of Part 3 of Schedule 4 (*Payment*) against amounts otherwise payable by them to Developer.

## Appendix A Change in Cost Calculation Methodology

### 1. Calculating Change in Cost

Subject to:

- a. the exceptions set out in paragraphs i. and j. of the definition of Change in Costs in Part A of Annex A (Definitions and Abbreviations) to the Project Agreement; and
- b. Section 3 of this Appendix A to this Schedule 24,

the methodology set out in Section 2 of this Appendix A to this Schedule 24 shall be used for calculating Change in Costs in accordance with the definition thereof.

### 2. Calculation Methodology

#### 2.1. Labor Costs

##### a. General

The cost of labor shall be separately calculated with respect to construction labor and non-construction labor (such categories to be applied without reference to whether the relevant work is performed during the Construction Period or the Operating Period) pursuant to Sections 2.1.b and 2.1.c of this Appendix A to this Schedule 24. The cost of labor shall in all cases be calculated based on straight time for all hours worked, unless the Enterprises' Approve overtime in advance. The use of a labor classification that would increase the resulting Change in Cost shall not be permitted without the Enterprises' Approval.

##### b. Construction labor

The cost of construction labor shall equal the sum of the following in respect of each relevant worker:

- i. actual wages (i.e. the base wage paid to the worker exclusive of any non-cash fringe benefits) for every hour that the relevant worker is actually engaged in the relevant work, as documented by certified payrolls; *plus*
- ii. actual costs paid to, or on behalf of, such worker by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, but only when such amounts are required to be paid by a collective bargaining agreement; *plus*
- iii. a labor surcharge of 67% of the wages referred to in Section 2.1.b.i of this Appendix A to this Schedule 24, which shall constitute full compensation for all state and Federal payroll, unemployment and other Taxes, insurance, non-cash fringe benefits (including health insurance, retirement plans, vacation, sick leave, and bonuses) and overhead to the extent not included in the costs falling within Section 2.1.b.ii of this Appendix A to this Schedule 24.

##### c. Non-construction labor

The cost of non-construction labor shall equal the sum of the following in respect of each relevant worker:

- i. actual wages (i.e. the base wage paid to the worker exclusive of any non-cash fringe benefits) paid for every hour that the relevant worker is actually engaged in the relevant work as documented by a method agreed by the Enterprises and Developer (or, absent agreement, determined by the Enterprises (acting reasonably)); *plus*
- ii. a labor surcharge of 140% of the wages referred to in Section 2.1.c.i of this Appendix A to this Schedule 24, which shall constitute full compensation for all

state and Federal payroll, unemployment and other Taxes, insurance, non-cash fringe benefits (including health insurance, retirement plans, vacation, sick leave, and bonuses) and overhead.

## 2.2. Materials Costs

### a. General

- i. Material costs shall be the actual cost (supported by valid quotes and invoices from Suppliers) of all materials to be used in the performance of the relevant work including normal wastage allowance as determined by reference to Good Industry Practice, subject to the requirements set out in this Section 2.2 of this Appendix A to this Schedule 24. The cost may include applicable local (within the State) sales and use taxes (but not State Sales Tax or any other Taxes), freight and delivery charges and any allowable discounts (exclusive of machinery rentals).
- ii. The resulting price allowed for materials as determined pursuant to Section 2.2.a.i of this Appendix A to this Schedule 24 shall be subject to adjustment pursuant to Sections 2.2.b and 2.2.c of this Appendix A to this Schedule 24.

### b. Affiliated Source of Supply

If materials are obtained from a supply or source owned in whole or in part by Developer or any other Developer-Related Entity:

- i. the cost of such materials shall not exceed the lowest of (A) the lowest price charged by Developer or any such Developer-Related Entity, as applicable, for similar materials furnished to other projects, (B) the lowest price charged by Developer or any such Developer-Related Entity, as applicable, for similar materials otherwise furnished to the Project and (C) the current available wholesale price for such materials; and
- ii. to the extent such materials were not specifically purchased for the relevant work, Developer shall furnish an affidavit from itself, or from such other Developer-Related Entity that owns the supply or source of such materials, in either case certifying that such materials were taken from Developer's or such other Developer-Related Entity's stock, that the quantity claimed was actually used, and that the price and transportation costs claimed represent actual costs to Developer.

### c. Excessive and Undocumented Materials Cost

If:

- i. the cost of materials as otherwise as determined pursuant to Section 2.2.a of this Appendix A to this Schedule 24 is, in the Enterprises' reasonable opinion, excessive relative to what the Enterprises consider to be the lowest current available wholesale price, in the quantities needed and delivered to the Site; or
- ii. Developer does not furnish to the Enterprises reasonably satisfactory evidence of the actual cost of materials from the Supplier thereof within 60 Calendar Days after the date of delivery of the materials,

for the purposes of calculating the Change in Costs, the cost of such materials shall be deemed to be the lowest current wholesale price, as determined by the Enterprises (acting reasonably), at which such materials are available, in the quantities needed and delivered to the Site.

### 2.3. Equipment

#### a. Blue Book

The cost of the use of equipment owned or rented by Developer or any Subcontractor for use in the relevant work shall be equal to the lesser of (x) the actual cost charged for use of such equipment and (y) an amount calculated, pursuant to this Section 2.3 of this Appendix A to this Schedule 24, at an hourly rate derived from the most recent Rental Rate Blue Book for Construction Equipment published by Dataquest, Inc. (the "Blue Book") (or any equivalent successor publication as reasonably determined by the Enterprises), which is in effect at the time of commencement of the relevant work resulting in a Change in Costs. The total hourly rates (comprised of the Operating Rate and the Standby Rate, as calculated in accordance with Section 2.3.b of this Appendix A to this Schedule 24) derived from the Blue Book:

- i. shall be computed from equipment costs currently in effect;
- ii. shall not include costs for operating personnel; and
- iii. shall be adjusted by each applicable "Regional Factor" and "Depreciation Factor" found in the front of each chapter in the Blue Book.

Notwithstanding the foregoing, in no circumstances shall the equipment costs for pickup trucks used solely for transportation be considered eligible for inclusion as a Change in Costs.

#### b. Rate Categories

Subject to Section 2.3.a of this Appendix A to this Schedule 24, equipment use rates shall be comprised of the following two categories (in each case where "BBMR" equals the relevant Blue Book monthly rate adjusted for year of manufacture):

- i. Operating Rate: This rate applies to those hours equipment is actually in use, includes ownership and operating costs, and shall equal:  
$$(BBMR / (176 \text{ times } 1.06)) + \text{Estimated Hourly Operating Costs from the Blue Book}$$
- ii. Standby Rate: This rate applies to equipment required to be at the Site but not operating, includes ownership costs only, and shall equal  
$$(BBMR / (176 \text{ times } 1.06)) \times 0.5$$

The duration of allowable standby time is subject to Acceptance by the Enterprises with a maximum of eight hours per day or 40 hours in a normal week.

When the "manufacturer's rated capacity" falls between those shown in the Blue Book, the closest rated capacity will be used, without interpolation, for purposes of determining the BBMR.

#### c. Specialized Equipment

- i. In cases where the equipment to be used is specialized in nature, is not available in Developer's or any other Developer-Related Entity's inventory and is rented or leased from an outside agency, a 10% allowance will be added on the first \$5,000 (indexed with respect to any such cost incurred in connection with a Compensation Event or a Developer Change that occurs during the Operating Period) *plus* 5% of the balance in excess of such first amount for overhead for all rented or leased equipment paid for by invoices.
- ii. Where the rate charged for equipment that is specialized in nature by such outside agency exceeds the rate determined by the Blue Book, the rental or lease agreement shall be subject to the Enterprises' Acceptance.

- iii. The operating costs from the Blue Book shall be paid for rented or leased equipment that is specialized in nature for each hour the equipment was actually used.
- d. Rented Equipment
  - i. In those cases where the required equipment is in Developer's or any other Developer-Related Entity's available inventory but not on the Site, the equipment may be rented from a local source.
  - ii. The Enterprises may Accept rental rates for such equipment obtained from local sources when such rates are within 10% of rates in the Blue Book.
  - iii. When such equipment use is of short duration (i.e., less than a calendar week) "move-in" and "move-out" costs for equipment owned by Developer or any other Developer-Related Entity may be considered when comparing rental costs of equipment obtained from local sources. This option will only be allowed when the cost of locally rented equipment would be less than using owned equipment, including such "move-in" and "move-out" charges, and supported by a cost analysis indicating the method used was the least expensive.
  - iv. Should equipment be rented even though it is of a type that is in Developer's or any other Developer-Related Entity's inventory and the rental costs exceed that allowed by this provision, Developer will be reimbursed for such equipment based on the rates in the Blue Book.
- e. Small Tools

The rates paid pursuant to this Section 2.3 of Appendix A to this Schedule 24 shall be deemed in all cases to include compensation for the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance and all incidentals. Individual pieces of equipment or tools not listed in the Blue Book and having an individual replacement value of \$1,000 (indexed with respect to any such cost incurred in connection with a Compensation Event or a Developer Change that occurs during the Operating Period) or less, whether or not consumed by use, shall be considered to be "small tools". Equipment rental rates for such pieces of equipment or tools not listed in the Blue Book must be Accepted by the Enterprises before the relevant work is begun.
- f. Equipment Operators

Equipment operators will be paid for pursuant to Section 2.1 of this Appendix A to this Schedule 24.
- g. Classification of Equipment

Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates.
- h. Computation of Time

The time to be paid for use of equipment on the Site shall be the time the equipment is in operation on the relevant portion of the work being performed in connection with the calculation of Change in Costs. The time shall include the reasonable time required to move the equipment to the location of the relevant work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid for if the equipment is also used at the Site other than in connection with the event for which Change in Costs are calculated. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is also used at the Site other than in

connection with the event for which Change in Costs are calculated. Time will be computed in half and full hours. In computing the time for use of equipment, less than 30 minutes shall be considered one-half hour.

**2.4. Governmental Approval and Permit Fees**

Developer shall be entitled to reimbursement for the cost of any additional Governmental Approval and Permit fees payable as the result of the Change in Costs.

**2.5. Other Direct Costs**

For certainty, Developer shall be reimbursed for any direct costs not otherwise included in Sections 2.1 through 2.4 of this Appendix A to this Schedule 24 to the extent such direct costs are included in paragraphs d. and e. of the definition of Change in Costs in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement.

**2.6. Mark-Ups**

a. Mark-Ups Generally

In addition to any element of any Change in Costs as otherwise calculated pursuant to this Appendix A to Schedule 24, [pursuant to Section 2.6.c of this Appendix A to this Schedule 24] the following mark-ups (“Permitted Mark-Ups”) shall apply:

- i. 15% for labor costs calculated in accordance with Section 2.1.b of this Appendix A to this Schedule 24;
- ii. 10% for labor costs calculated in accordance with Section 2.1.c of this Appendix A to this Schedule 24;
- iii. 15% for material costs calculated in accordance with Section 2.2 of this Appendix A to this Schedule 24 (provided that no mark-up shall be permitted on any materials or equipment furnished by the Enterprises);
- iv. 10% for equipment use costs calculated in accordance with Section 2.3 of this Appendix A to this Schedule 24;
- v. 5% for Governmental Approval and Permit fees calculated in accordance with Section 2.4 of this Appendix A to this Schedule 24;
- vi. 5% for other direct costs calculated in accordance with Section 2.5 of this Appendix A to this Schedule 24; and
- vii. 5% for Developer’s subcontracting of the relevant work as calculated in accordance with Section 2.6.c.ii of this Appendix A to this Schedule 24.

b. Items Included in Mark-Ups

i. Permitted Mark-Ups are full and complete compensation for:

- A. all overhead;
- B. small tools (as described in Section 2.3.e of this Appendix A to this Schedule 24);
- C. consumables (items which are consumed in the performance of the work which are not a part of the finished product); and
- D. other indirect costs of the relevant work,

in each case, including (x) profit thereon and (y) any and all costs and expenses incurred due to any delay in connection with the relevant work (to the extent not expressly included in paragraphs g. and h. of the definition of Change in Costs in Part A of Annex A (*Definitions and Abbreviations*) to the Project Agreement or as Delay Financing Costs or Milestone Payment Delay Costs).

- ii. Permitted Mark-Ups shall be considered to include:
  - A. bond premiums;
  - B. incidental job burdens;
  - C. bonuses not otherwise covered;
  - D. field, jobsite and general home office expenses of all types (e.g. timekeepers, bookkeepers and other general office help);
  - E. supervisory expenses of all types (excluding only direct supervision of force account work); and
  - F. all other overhead, general condition and indirect costs and expenses, provided that, with respect to non-construction work related labor costs (as determined pursuant to Section 2.1.c of this Appendix A to this Schedule 24), overhead is included as part of the labor surcharge calculated pursuant to Section 2.1.c of this Appendix A to this Schedule 24, and includes accessories such as computer-assisted drafting and design (CADD) systems, computers, facsimile transmission machines, scanners, paper, etc.
- c. Payment of Mark-Ups
  - i. With respect to any relevant work that Developer self-performs, the Permitted Mark-Ups shall apply to Developer (excluding, for certainty, the mark-up referred to in Section 2.6.a.vii of this Appendix A to this Schedule 24).
  - ii. With respect to any relevant work that Developer subcontracts, the Permitted Mark-Ups shall apply to the Subcontractor that performs the relevant work (excluding, for certainty, the mark-up referred to in Section 2.6.a.vii of this Appendix A to this Schedule 24, which shall apply to Developer).

## 2.7. Savings

When in connection with any Change documented in a Change Order or a Directive Letter, the resulting Change in Costs involves results in a net aggregate saving to Developer or a net aggregate reduction in value of the work performed or of the Project (or any individual element of the calculation of the Change in Costs, whatever the net aggregate result, involves such a saving or such a reduction in value), Change in Costs shall be calculated to take into account all Developer's (and, without double-counting, each relevant Subcontractor's) (a) otherwise increased profits and (b) avoided or avoidable overhead.

## 3. Unit Price Change Orders

- a. The Enterprises may, in their discretion, in an Enterprise Change Notice, require Developer to calculate Change in Costs both by reference to the methodology set out in Section 2 of this Appendix A to this Schedule 24 and on an alternative "unit price" basis (on which basis prices shall be deemed to include all costs for labor, material, overhead, and profit, and shall not be subject to adjustment regardless of any change in the estimated quantities).
- b. Subject to the specific directions or requirements set out in the relevant Enterprise Change Notice, the Developer shall use both methodologies to calculate Change in Costs in any preliminary cost estimate delivered pursuant to Section 1.1.b.ii.B of this Appendix A to this Schedule 24 and in the Developer's Enterprise Change Response.
- c. The Enterprises and Developer may thereafter agree to calculate Change in Costs in any resulting Change Order on a unit price basis, with measurement of unit-priced quantities to be as specified in the Change Order. Absent agreement as to the method of calculation, the Enterprises may in their discretion require any resulting Change Order to calculate Change in Costs on a unit price basis instead of the methodology set out in

Section 2 of this Appendix A to this Schedule 24, provided that the calculation of such basis has itself been previously agreed with Developer.

**Schedule 25**  
**Dispute Resolution Procedure**

*[To be provided in a subsequent Addendum]*

**Schedule 26**  
**Base Case Model**

*[To be inserted based on Preferred Proposer's Proposal]*

**Schedule 27**  
**Key Personnel<sup>1</sup>**

**Project Manager**

**Position Description:** Responsible for overall execution and administration of Developer's responsibilities for the Project, with authority to bind Developer on all matters delegable pursuant to Law and Developer's governing documents affecting Project execution and administration, including: (i) with respect to design, construction, commissioning, operations, and maintenance; and (ii) authority to suspend Work.

**Qualifications:** The Project Manager shall have demonstrated experience and expertise on a similar role in the delivery of projects similar in scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Agreement Date to the end of the Term.

**To be seconded to/employed by:** Developer

**Name:** *[To fill in prior to execution of this Agreement.]*

**Construction Manager**

**Position Description:** Responsible for ensuring that the Project is constructed in accordance with all requirements of this Agreement. Responsible for managing Construction Contractor's construction personnel, scheduling of the construction quality assurance personnel, and administering compliance with all Technical Requirements applicable to the Construction Work. The Construction Manager shall have the authority to suspend Construction Work.

**Qualifications:** The Construction Manager shall have a minimum of 15 years' experience in construction and management of construction on highway projects similar in scope, value, nature, and complexity to the Project, with an emphasis on design-build experience and experience with interstate highways and interstate bridges.

**Minimum Period of Availability:** From Agreement Date to Final Acceptance.

**To be seconded to/employed by:** Construction Contractor

**Name:** *[To fill in prior to execution of this Agreement.]*

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<sup>1</sup> Schedule to be completed prior to execution with the identities of the approved Key Personnel as described in the ITP.

### **Design-Build Manager**

**Position Description:** Responsible for the overall design and construction of the Project and for managing Developer's design-build team. The Design-Build Manager shall: (i) ensure that the Project is designed and constructed in accordance with the Technical Requirements; and (ii) have authority to suspend Construction Work.

**Qualifications:** The Design-Build Manager shall have a minimum of 20 years' experience, including a minimum of 15 years' design-build experience, in construction and management of design and construction on highway projects that included work of a similar scope, value, nature, and complexity as included in the Project.

**Minimum Period of Availability:** From Agreement Date to Final Acceptance.

**To be seconded to/employed by:** Construction Contractor

**Name:** *[To fill in prior to execution of this Agreement.]*

### **Design Manager**

**Position Description:** Responsible for: (i) ensuring that the overall Project design is completed and design criteria requirements are met; (ii) managing the design team's personnel; and (iii) administering all design requirements in this Agreement. The Design Manager shall have authority to suspend design Work.

**Qualifications:** The Design Manager shall be a professional engineer licensed in the State no later than the date of issuance of NTP1. The Design Manager shall have a minimum of 15 years' experience in managing design for multidisciplinary highway projects with similar scope, value, nature, and complexity to the Project, with emphasis on design-build experience and experience with interstate highway, interstate bridges, and projects of similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Agreement Date to Final Acceptance.

**To be seconded to/employed by:** Principal Design Work Subcontractor to the Construction Contractor

**Name:** *[To fill in prior to execution of this Agreement.]*

**O&M Manager**

**Position Description:** Responsible for ensuring that all O&M Work and (at Developer's election) Renewal Work requirements of this Agreement are met.

**Qualifications:** The O&M Manager shall have demonstrated experience and expertise in a similar role on managing the operations, maintenance and (at Developer's election) rehabilitation work on highway projects of similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Agreement Date to the end of the Term.

**To be seconded to/employed by:** O&M Contractor

**Name:** *[To fill in prior to execution of this Agreement.]*

**Project Quality Manager**

**Position Description:** Responsible for overall quality management of the Project. The Project Quality Manager shall have the authority to suspend Work and shall provide monthly certification that Work is being performed in compliance with Law and the Project design.

**Qualifications:** The Project Quality Manager shall be a professional engineer licensed in the State no later than the date of issuance of NTP1, and shall have a minimum of eight years' experience in infrastructure transportation project design and construction, including at least five years' experience in quality assurance activities, including the preparation and implementation of quality plans and procedures for design, construction, and operations on transportation projects that included work of a similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Agreement Date to the end of the Term.

**To be seconded to/employed by:** The Project Quality Manager shall be employed by the Independent Quality Control Firm. The Project Quality Manager can hold only this Key Personnel position.

**Name:** *[To fill in prior to execution of this Agreement.]*

**Independent Design Quality Manager**

**Position Description:** Responsible for ensuring quality management on all Design Work carried out on the Project, the Independent Design Quality Manager shall have the authority to suspend Work.

**Qualifications:** The Independent Design Quality Manager shall be a professional engineer licensed in the State no later than the date of issuance of NTP1, and shall have a minimum of eight years' experience in highway design, including at least five years' experience in quality assurance activities, including the preparation and implementation of quality plans and procedures for design on highway projects that included work of a similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Agreement Date to Final Acceptance.

**To be seconded to/employed by:** The Independent Design Quality Manager shall be employed by the Independent Quality Control Firm.

**Name:** *[To fill in prior to execution of this Agreement.]*

**Construction Process Control Manager**

**Position Description:** Responsible for ensuring all methods and procedures contained in the approved Stage 2 QMP are carried out on the Project, the Construction Process Control Manager shall have authority to suspend Work.

**Qualifications:** The Construction Process Control Manager shall be a professional engineer licensed in the State or possess a National Institute for Certification of Engineering Technologies (NICET) Level III Certificate in Highway Materials or Construction Materials with the soil, concrete, and asphalt sub-fields, as well as have or obtain the American Society for Quality (ASQ) certification as a quality inspector, quality engineer, or manager of quality, in each case prior to the date of issuance of NTP2. The Construction Process Control Manager shall have a minimum of eight years' highway construction experience on projects that included work of a similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Agreement Date to the end of the Term.

**To be seconded to/employed by:** Construction Contractor

**Name:** *[To fill in prior to execution of this Agreement.]*

**Independent Quality Control Manager**

**Position Description:** Responsible for managing all independent Quality Control aspects contained in the approved Stage 2 QMP that are carried out on the Project, including having authority to suspend Work.

**Qualifications:** The Independent Quality Control Manager shall be a professional engineer licensed in the State no later than the date of issuance of NTP1, and shall have a minimum of eight years' experience in transportation construction on projects that included work of a similar scope, value, nature, and complexity to the Project, five years of which shall be experience in developing and implementing similar quality control programs on transportation projects. The Independent Quality Control Manager shall have or obtain the American Society for Quality (ASQ) certification as a quality inspector, quality engineer, or manager of quality prior to the date of issuance of NTP2.

**Minimum Period of Availability:** From Agreement Date to the end of the Term.

**To be seconded to/employed by:** The Independent Quality Control Manager shall be employed by the Independent Quality Control Firm.

**Name:** *[To fill in prior to execution of this Agreement.]*

**Environmental Manager**

**Position Description:** The Environmental Manager is responsible for ensuring compliance with all Environmental Requirements and commitments. The Environmental Manager shall have authority to suspend Work.

**Qualifications:** The Environmental Manager shall have a minimum of seven years' progressive experience working on projects of similar scope, value, nature, and complexity to the Project. The Environmental Manager shall also demonstrate the ability to work effectively with both design and construction staff.

**Minimum Period of Availability:** From Agreement Date to the second anniversary of Final Acceptance.

**To be seconded to/employed by:** Developer

**Name:** *[To fill in prior to execution of this Agreement.]*

**Utilities Manager**

**Position Description:** Responsible for managing all required Utility Work and coordinating the same with Utility Owners.

**Qualifications:** The Utilities Manager is a management role with a minimum of five years' relevant experience on major infrastructure projects of similar scope, value, nature and complexity to the Project.

**Minimum Period of Availability:** From Agreement Date to Final Acceptance.

**To be seconded to/employed by:** Construction Contractor

**Name:** *[To fill in prior to execution of this Agreement.]*

**Project Communications Manager**

**Position Description:** Responsible for overseeing all Developer communications efforts during construction, operations, and maintenance.

**Qualifications:** The Project Communications Manager shall have: (i) a minimum of seven years' professional experience working on design-build construction projects and a practical understanding of construction schedules, MOT plans, and work performance processes; (ii) experience with, and understanding of, complexities and importance of maintaining good relationships between the Project and government, businesses, residents, the general public, and other stakeholders; and (iii) experience with implementing communication and public involvement plans on projects of similar scope, value, nature, and complexity to the Project.

**Minimum Period of Availability:** From Agreement Date to the end of the Term.

**To be seconded to/employed by:** Developer

**Name:** *[To fill in prior to execution of this Agreement.]*

**Schedule 28**  
**Proposal Extracts**

*[To be inserted based on Preferred Proposer's Proposal]*

**Schedule 29  
 Reference Documents**

**1. REFERENCE DOCUMENTS**

Availability Legend

NS = Document not supplied

S = Document supplied

Date Issued: Date the document was listed or supplied

**Table 1 Reference Documents<sup>1</sup>**

Doc #	Document	Date Issued	Availability	Comments <sup>2</sup>
<b>10.2</b>	<b>Maintenance of Traffic</b>			
29.10.2.01	2012, 2021, and 2035 Synchro and FREEVAL Models	12/22/2015	S	
<b>10.3</b>	<b>ITS and Tolling Equipment</b>			
29.10.3.01	I-70 East Concept of Operations	9/29/2015	S	
29.10.3.02	ITS Infrastructure Details	2/23/2016	S	Updated with revised details
29.10.3.03	Tolling Service Agreement by HPTE and E470	11/06/2015	S	
29.10.3.04	Existing ITS Infrastructure Data	2/23/2016	S	New Reference Document
29.10.3.05	Central 70 ITS Integration and Testing Plan	2/23/2016	S	New Reference Document
29.10.3.06	Ramp Metering Details	2/23/2016	S	New Reference Document
<b>10.4</b>	<b>Utilities</b>			
29.10.4.01	Utility Owner Contact List	2/23/2016	S	Updated
29.10.4.02	Utility Matrix	2/23/2016	S	All Utilities updated
29.10.4.03	Potholing Logs	2/23/2016	S	Updated with missing pothole information and corrected incorrect data
29.10.4.04	Preliminary Utility Plans	2/23/2016	S	Updated to reflect revised Reference Design and further refinements
29.10.4.05	Utility Owner Mapping Files	2/23/2016	S	Added mapping for Xcel electric, gas, and Century link
29.10.4.06	Meeting Minutes	9/29/2015	S	
29.10.4.07	Miscellaneous	2/23/2016	S	Updated to include sanitary sewer flow rates at York St

<sup>1</sup> Documents marked as “No longer used” will be deleted from the table prior to execution of the Project Agreement.

<sup>2</sup> This column will be deleted from the table prior to execution of the Project Agreement.

Doc #	Document	Date Issued	Availability	Comments <sup>2</sup>
29.10.4.08	Utility Relocation Agreements	2/23/2016	S	Draft Century Link and DWD, Executed City of Aurora
29.10.4.09	Existing Utility Model: I-25 to Tower Road	2/23/2016	S	Updated to reflect revised Reference Design and new manhole information
29.10.4.10	Proposed Utility Model: I-25 to Tower Road	2/23/2016	S	Updated to reflect revised Reference Design and further refinements
29.10.4.11	Utility Easements	2/23/2016	S	New Reference Document
<b>10.5</b>	<b>Survey</b>			
29.10.5.01	I-70 InRoads DTM: I-25 to Sand Creek	9/29/2015	S	
29.10.5.02	I-70 InRoads DTM: Sand Creek to Airport Road	9/29/2015	S	
29.10.5.03	Lidar Inroads DTM of UPRR Yard and 46th Ave: Brighton to Garfield St (under Viaduct)	2/23/2016	S	Added new data to DTM
29.10.5.04	I-70 InRoads DTM (Onsite Outfall Area)	9/29/2015	S	
29.10.5.05	Planimetrics Mapping: I-25 to Sand Creek and Storm Drain Outfalls	9/29/2015	S	
29.10.5.06	Planimetrics Mapping and 3D Breaklines: Sand Creek to Airport Road	9/29/2015	S	
29.10.5.07	Lidar Planimetrics Mapping of UPRR Yard and 46th Ave: Brighton to Garfield St (under viaduct)	9/29/2015	S	
29.10.5.08	Planimetrics Mapping: OnSite Outfall Area (supplemental)	9/29/2015	S	
29.10.5.09	3D Breaklines: I-25 to Sand Creek and Storm Drain Outfalls	9/29/2015	S	
29.10.5.10	3D Breaklines: UPRR Yard and 46th Ave: Brighton to Garfield St (under Viaduct)	9/29/2015	S	
29.10.5.11	Utility Locates Survey: Brighton to Sand Creek and Storm Drain Outfalls	9/29/2015	S	
29.10.5.12	Storm and Sanitary Manhole Survey: Brighton to Sand Creek and Storm Outfalls	2/23/2016	S	Updated to reflect Supplemental Survey manhole data
29.10.5.13	Utility Locates Survey: Sand Creek to Airport Road	9/29/2015	S	
29.10.5.14	Storm and Sanitary Manhole Survey: Sand Creek to Airport Road	9/29/2015	S	
29.10.5.15	Existing Contours: I-25 to Sand Creek and Storm Drain Outfalls	9/29/2015	S	
29.10.5.16	Existing Contours: Sand Creek to Airport Road	9/29/2015	S	

Doc #	Document	Date Issued	Availability	Comments <sup>2</sup>
29.10.5.17	Aerial Image: I-25 to I-270	9/29/2015	S	
29.10.5.18	Aerial Image: I-270 to Tower Road	9/29/2015	S	
29.10.5.19	CDOT Interstate 70 East Viaduct Horizontal and Vertical Control Survey Report for Aerial Mapping Volume 1	9/29/2015	S	
29.10.5.20	CDOT Interstate 70 East Viaduct Horizontal and Vertical Control Survey Report for Aerial Mapping Volume 2	9/29/2015	S	
29.10.5.21	Boring and Monitoring Well Locations	12/22/2015	S	
29.10.5.22	Supplemental Topographic Survey	2/23/2016	S	New Reference Document
29.10.5.23	Lidar InRoads DTM: UPRR Track Bridge	2/23/2016	S	New Reference Document
<b>10.6</b>	<b>Roadway Pavements</b>			
29.10.6.01	Preliminary Subsurface Investigation Report Brighton Boulevard to Chambers Road	9/29/2015	S	
29.10.6.02	Preliminary Subsurface Investigation Report for Partial Cover Lowered (PCL) Alternative	9/29/2015	S	
29.10.6.03	Preliminary Subsurface Investigation Report for Partial Cover Lowered (PCL) Alternative Addendum	9/29/2015	S	
29.10.6.04	Subsurface Investigation Supplemental Information	12/22/2015	S	
29.10.6.05	Pavement Design Data	2/23/2016	S	New Reference Document
29.10.6.06	Monitoring Well Updates	2/23/2016	S	New Reference Document
<b>10.7</b>	<b>Earthwork</b>			
29.10.7.01	CDOT Online Transportation Information System (OTIS)	9/29/2015	NS	
<b>10.8</b>	<b>Drainage</b>			
29.10.8.01	Multi Agency Technical Team (Matt) Memos	2/23/2016	S	Updated to included Appendices
29.10.8.02	High Street Outfall & 40th Ave System	9/29/2015	S	
29.10.8.03	Final - Hydraulic Design Report for I-70 Over Sand Creek	9/29/2015	S	
29.10.8.04	Final Drainage Study for Safeway Distribution Center's North Parking Area at I-70 and Dahlia Street	9/29/2015	S	

Doc #	Document	Date Issued	Availability	Comments <sup>2</sup>
29.10.8.05	Sand Creek FEMA Models	9/29/2015	S	
29.10.8.06	Final Drainage Report for I-70 over Havana Street Design-Build	9/29/2015	S	
29.10.8.07	Parkhill Storm PH IV-B Plans	9/29/2015	S	
29.10.8.08	CE00024 Parkhill Storm Ph IV-51st-St Paul-Drainage Report	9/29/2015	S	
29.10.8.09	Final Drainage Report Central Park Boulevard Interchange with I-70	9/29/2015	S	
29.10.8.10	Preliminary Drainage Report Brighton Boulevard Preliminary Design 44th street to Race Court	9/29/2015	S	
29.10.8.11	Baranmor Ditch OSP	9/29/2015	S	
29.10.8.12	Draft Master Drainage Report	9/29/2015	S	
29.10.8.13	Draft Master Water Quality Report	9/29/2015	S	
29.10.8.14	Drainage Plans <sup>3</sup>	2/23/2016	S	Updated to reflect revised Reference Design
29.10.8.15	Drainage Calculations and Models	9/29/2015	S	
29.10.8.16	Drainage Microstation Files	2/23/2016	S	Updated to reflect revised Reference Design
29.10.8.17	Globeville Landing Outfall Project Phase 1	12/22/2015	S	
29.10.8.18	Globeville Landing Outfall Project Phase 2	12/22/2015	S	
29.10.8.19	Preliminary Drainage Report Brighton Boulevard Preliminary Design 29 <sup>th</sup> Street to 44 <sup>th</sup> Street	2/23/2016	S	New Reference Document
<b>10.9</b>	<b>Roadway</b>			
29.10.9.01	Roadway Plans	2/23/2016	S	Updated to reflect revised Reference Design
29.10.9.02	Pedestrian Bridge at 47 <sup>th</sup> Avenue over UPRR Site Plan		S	
29.10.9.03	Second Cover Feasibility Report		S	No longer used
29.10.9.04	Havana Street Design Build Project RFC Plans	2/23/2016	S	Updated to include Microstation Files
29.10.9.05	As-Builts	9/29/2015	S	
29.10.9.06	IGA – CDOT and City and County of Denver	9/29/2015	S	

<sup>3</sup> Drainage Microstation Files and Drainage Plans have been updated to reflect the revised Reference Design. Associated calculations, models, and reports will be updated and provided in subsequent releases of Reference Documents.

Doc #	Document	Date Issued	Availability	Comments <sup>2</sup>
29.10.9.07	Roadway Microstation Files	2/23/2016	S	Updated to reflect revised Reference Design
29.10.9.08	Roadway InRoads Geometry Files	9/29/2015	S	
29.10.9.09	Brighton Blvd 29th to 44th	12/22/2015	S	
<b>10.10</b>	<b>Railroads</b>			
29.10.10.01	UPRR 30% Package: Interstate 70 Under UPRR Bridge (36 <sup>th</sup> Yard): Track Relocation Plans	11/05/2015	S	
29.10.10.02	BNSF 30% Package: Interstate 70 Under BNSF Market Lead: Track Relocation Plans	11/17/2015	S	
29.10.10.03	Railroad Agreements		S	
29.10.10.04	Railroad Microstation Files	2/23/2016	S	13599DES_Model-1_UPRR_Track.dgn updated to reflect UPRR comments
29.10.10.05	Railroad InRoads Geometry Files		S	
29.10.10.06	UPRR Pepsi Lead 30% Package: UPRR Pepsi Lead Crossing at Brighton Boulevard	11/05/2015	S	
29.10.10.07	DRIR Concept Package: Interstate 70 Over DRIR	12/04/2015	S	
29.10.10.08	UPRR Correspondence Comments and Miscellaneous	12/04/2015	S	
29.10.10.09	UPRR York Street Crossing: Track Relocation Plans	2/23/2016	S	New Reference Document
<b>10.11</b>	<b>Signing, Pavement Markings, Signalization, and Lighting</b>			
29.10.11.01	Interstate Access Request		S	
29.10.11.02	CCD Fiber Signal Interconnect Map	<del>9/29/2015</del>	<del>S</del>	No longer used
29.10.11.03	Phase 1 Signing and Striping Plan	12/22/2015	S	
<b>10.12</b>	<b>Cover MEP System</b>			
29.10.12.01	Design Fire Size	9/29/2015	S	
29.10.12.02	Ventilation and Fire Life Safety Report	9/29/2015	S	
29.10.12.03	CFD Modeling Study of Emergency Ventilation	9/29/2015	S	
<b>10.13</b>	<b>Structures</b>			
29.10.13.01	Structure Plans	2/23/2016	S	Updated to reflect revised Reference Design
29.10.13.02	Bridge Inspection Reports	2/23/2016	S	Updated with Historic Bridge Inspection Reports
29.10.13.03	Structure Microstation Files	2/23/2016	S	Updated to reflect revised Reference Design

Doc #	Document	Date Issued	Availability	Comments <sup>2</sup>
<b>10.14</b>	<b>Landscaping and Aesthetics</b>			
29.10.14.01	Draft I-70 East Preferred Alternative Aesthetic and Design Guidelines	9/29/2015	S	
<del>29.10.14.02</del>	<del>I-70 East Cover and Swansea Elementary School Master Plan</del>	<del>9/29/2015</del>	<del>S</del>	No longer used
29.10.14.03	CCD Engineering, Regulatory, Analytics Comments on Cover	2/23/2016	S	New Reference Document
29.10.14.04	Swansea School and Cover Microstation Files	2/23/2016	S	New Reference Document
<b>11</b>	<b>Operations and Maintenance</b>			
29.11.01	Operations and Maintenance Plans	2/23/2016	S	Updated to reflect revised Reference Design
29.11.02	Operations and Maintenance Microstation Files	2/23/2016	S	Updated to reflect revised Reference Design
29.11.03	Historic Maintenance Data	2/23/2016	S	New Reference Document
29.11.04	CDOT Pavement Management Manual <sup>4</sup>	2/23/2016	S	New Reference Document
<b>17</b>	<b>Environmental Requirements</b>			
29.17.01	I-70 East Supplemental Draft Environmental Impact Statement	9/29/2015	NS	
29.17.02	I-70 East Final Environmental Impact Statement	1/15/2016	NS	
29.17.03	I-70 East Record of Decision <sup>5</sup>		NS	
29.17.04	I-70 East Mitigation Measures Status		S	
29.17.05	Limited Subsurface Investigation Report	9/29/2015	S	
29.17.06	Environmental Site Assessments	2/23/2016	S	Updated with additional assessments
29.17.07	Existing Wetland Delineation	9/29/2015	S	
29.17.08	GeoData Base Environmental Map (combined findings of Phase I Residential Investigations Only)	12/22/2015	S	
29.17.09	Elyria and Swansea Neighborhood Plan	9/29/2015	NS	
29.17.10	Noise Models		S	
29.17.11	Guidance for Third Party Reuse of Excess Soil from City Projects	2/23/2016	S	New Reference Document
29.17.12	Environmental Bridge Inspection Reports	2/23/2016	S	New Reference Document

<sup>4</sup> The CDOT Pavement Management Manual dated 2008 is the most recent version of the manual.

<sup>5</sup> GIS files for environmental resources associated with the I-70 East EIS will be provided in subsequent releases of Reference Documents.

Doc #	Document	Date Issued	Availability	Comments <sup>2</sup>
<b>18</b>	<b>Right-of-Way</b>			
29.18.01	Final Site Improvement Plans for Safeway Distribution Center North Employee & Visitor Parking Area	9/29/2015	S	
29.18.02	Purina Structure As-Built Plans	9/29/2015	S	
29.18.03	Purina Utility Plans	9/29/2015	S	
29.18.04	Right-of-Way Microstation Files	2/23/2016	S	Updated to reflect revised Reference Design and updated existing ROW near Onsite Outfall System
29.18.05	Title Commitments	2/23/2016	S	Updated with additional commitments