

EXHIBIT J

SECTION 19 DISPUTE RESOLUTION SCHEDULES

SCHEDULE A

1. Daily time sheets and foreman's daily reports.
2. Insurance, welfare and benefits records.
3. Union agreements, if any.
4. Payroll register.
5. Earnings records.
6. Payroll tax returns.
7. Material invoices, purchase orders, and all material and supply acquisition contracts.
8. Material cost distribution worksheet.
9. Equipment records (list of company equipment, rented equipment, rates, etc.).
10. Vendor rental agreements and Subcontractor invoices.
11. Subcontractor payment certificates.
12. Canceled checks (payroll and vendors).
13. Project/job cost report.
14. Project/job payroll ledger.
15. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
16. Cash disbursements journal.
17. Financial statements for all years reflecting the operations on this project.
18. Income tax returns for all years reflecting the operations on this project.
19. All documents used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operation equipment, including depreciation records, whether such records are maintained by the company involved, its accountant, or others.
20. All document which reflect the Contractor's actual profit and overhead during the years this Project was being performed and for each of the five years prior to the commencement of this Project.
21. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
22. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.
23. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment,

subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for individuals.

24. The schedule of completed projects and profitability submitted to the bonding company.
25. Any other information or documents that may be relevant to the claim.

SCHEDULE B

1. A claim certification in the following form by the owner if the Contractor is a sole proprietorship, a general partner if the Contractor is a partnership, an authorized agent if the Contractor is a limited liability company or joint venture, or an authorized officer or member of the board if the Contractor is a corporation:

CONTRACTOR'S CLAIM CERTIFICATION

Under penalty of law for perjury or falsification, the undersigned, _____ (name), _____ (title), of _____ (company), hereby certifies that the claim of \$ _____ for extra compensation and ____ Days additional time, made herein for work on this contract is a true statement of the actual costs and time incurred, and is fully documented herein and supported under the contract between the parties.

This claim package contains all documents which support the claims made herein and I understand that I am prohibited from amending either the bases of entitlement or the amount of any compensation or time as stated in this claim.

This Affidavit is made upon the personal knowledge of the Affiant, and is authorized by Claimant to be made on behalf of the Claimant.

Dated _____ /s/ _____

Subscribed and sworn before me this _____ day of _____

NOTARY PUBLIC
My Commission Expires: _____

2. The date on which facts were discovered which gave rise to the claim along with a copy of the written notice of dispute and all monthly supplements.
3. A detailed factual description of the claim, providing all necessary dates, locations, and items of work affected by the claim.
4. A detailed statement of the legal basis for the claim, including the specific provisions of the contract which support the claim and a statement of the reasons why such provisions support the claim or a statement of what provisions of the contract were breached, or other basis in law outside the contract.

5. If the claim relates to a decision of the CDOT Project Manager which the Contract leaves to the CDOT Project Manager's discretion, the Contractor shall set out in detail all facts supporting its position relating to the decision of the CDOT Project Manager.
6. The name, title, activity, address, and telephone number of all known individuals who may be knowledgeable about facts giving rise to such claim. To the extent possible, the contractor shall provide a synopsis of the testimony of such individuals.
7. The identification of any documents and the substance of any oral communications that support the claim.
8. Copies of all known documents that support the claim.
9. A specific request for additional compensation or time, or other change to provisions of the contract.
10. If the claim is for delay, the documents required by subsection 108.07(d), an as-built chart, and a CPM scheme depicting in graphic form how the operations were adversely affected.
11. If additional compensation is sought, the exact amount sought and a breakdown of that amount as follows:
 - a. documented additional job site labor expenses;
 - b. documented additional cost of materials and supplies;
 - c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each; and,
 - d. any other additional direct costs or damages and the documents in support thereof.

SCHEDULE C

LIMITATIONS ON LIABILITY

- A. The following categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs not expressly identified are not recoverable:
1. Actual wages and benefits, including FICA, paid for additional non-salaried labor.
 2. Costs for additional bond, insurance and tax.
 3. Increased costs for materials.
 4. Equipment costs calculated in accordance with subsection 109.04(c) for Contractor owned equipment and based on invoice costs for rented equipment.
 5. Costs of extended job site overhead as follows:
 - a. General field supervision labor costs.
 - b. Field office facilities and related supplies.
 - c. Maintenance of field operations such as telephone, electric, water and other similar expenses.
 6. Subcontractor's claims.
- B. An additional 10 percent will be added to the total of items 1-6 as compensation for items for which no specific allowance is provided, including profit and home office overhead.
- C. CDOT will have no liability for the following items of damages or expense in excess of that provided in Subsection A under any circumstances:
1. Profit or loss of profit.
 2. Additional cost of labor inefficiencies.
 3. Home office overhead.
 4. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, loss of credit standing, costs of financing, interest paid, loss of other work, and insolvency.
 5. Indirect costs or expenses of any nature.

6. Attorney fees, claim preparation fees, and expert fees, including, but not limited to, those incurred in the course of project performance or in preparing/pursing requests for equitable adjustments.
7. Acceleration costs and expenses, except where CDOT has expressly and specifically directed the Contractor in writing “to accelerate at CDOT’s expense.”
8. Interest on any claimed amounts.

SCHEDULE D

CONSTRUCTION INDUSTRY HEARING RULES OF THE AMERICAN HEARING ASSOCIATION AS MODIFIED FOR USE WITH CDOT SPECIFICATION SUBSECTION 105.21 AND THE COLORADO ADMINISTRATIVE PROCEDURE ACT, C.R.S. § 24-4-101 ET SEQ.

R-1 Agreement of Parties

The parties incorporate these rules as a part of their contract. These rules have been specifically modified to conform to the standards in C.R.S. § 24-4-105. Under these rules, mutually selected neutrals act as representatives of the Colorado Department of Transportation and have the authority provided by C.R.S. § 24-4-105, but shall remain independent from any officer, employee, or agent of CDOT engaged in the performance of investigatory or prosecuting function of the agency.

The parties' agree that they have reviewed these rules and that these rules meet the requirements of the Colorado Administrative Procedure Act.

R-2 Administrator and Delegation of Duties

The Colorado Department of Transportation has requested hearing services from an Independent Arbitration Organization (IAO). The authority and duties of the IAO are prescribed in the agreement of the parties and in these rules, and may be carried out through such of the IAO's representatives as it may direct.

R-3 Selection of Neutrals

Immediately after the Department requests hearing services, the IAO shall send simultaneously to each party to the dispute an identical list of names of available neutrals with construction expertise.

Each party to the dispute shall have ten days from the transmittal date in which to strike five names objected to, number the remaining names in order of preference, and return the list to the IAO. If a party does not return the list within ten days, all names shall be deemed acceptable.

If the parties fail to agree on any names, or if acceptable neutrals are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the IAO shall submit additional lists.

From among the names approved on both lists, and in accordance with the designated order of mutual preference, the IAO shall invite the acceptance of a neutral to serve. For claims under \$100,000, one neutral will serve. For claims over \$100,000, three neutrals will serve. Notice of the appointment of the neutral shall be sent to the neutral by the IAO, together with a copy of these rules, and the signed acceptance of the neutral shall be filed with the IAO prior to the opening of the first hearing.

Neutrals are advised that the parties have had the opportunity to mediate their dispute. Neutrals that are appointed according to this process are to preside over the parties' hearing and issue an initial decision, they are not to act as mediators over the parties' dispute.

R-4 Disclosure and Challenge Procedure

Any person appointed as an neutral shall disclose to the IAO any circumstance likely to affect impartiality, including any bias or any financial or personal interest in the result of the hearing or any past or present relationship with the parties or their representatives. Upon receipt of such information from the neutral or another source, the IAO shall communicate the information to the parties and, if it deems it appropriate to do so, to the neutral and others. Upon objection of a party to the continued service of an neutral, the neutral shall withdraw.

R-5 Vacancies

If for any reason an neutral is unable to perform the duties of the office, the IAO may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these rules.

In the event of a vacancy in a panel of neutrals after the hearings have commenced, the remaining neutral or neutrals may continue with the hearing, unless the parties agree otherwise.

R-6 Preliminary Matters

Administrative Conference - At the request of any party or at the discretion of the IAO, an administrative conference with the IAO and the parties and/or their representatives will be scheduled in appropriate cases to expedite the hearing proceedings.

Preliminary Hearing - At the request of any party or at the discretion of the neutral or the IAO, a preliminary hearing with the parties and/or their representatives and the neutral may be scheduled by the neutral to specify the issues to be resolved, to stipulate to uncontested facts, to establish a schedule for hearings, and to consider any other matters that will expedite the hearing proceedings.

R-7 Exchange of Information

Consistent with the expedited nature of hearing, the neutral may direct (i) the production of documents and other information, and (ii) the identification of any witnesses to be called. At least five business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing. The neutral is authorized to resolve any disputes concerning the exchange of information.

R-8 Date, Time, and Place of Hearing

The neutral shall set the date and time for each hearing with due regard for the convenience and necessity of the parties and their representatives. The hearing shall be in the City and County of Denver. The IAO shall send a written notice of hearing to the parties via first-class mail at least thirty days in advance of the hearing date. The notice shall provide the time, place, and nature of the hearing, recite that the hearing is being held pursuant to the parties' contract

and these rules, and further recite that the hearing is for the purpose of deciding the Contractor's claim.

The neutral for good cause shown may postpone any hearing upon the request of a party or upon the agreements of all parties, or upon the neutral's own initiative.

The parties may provide, by written agreement, for the waiver of oral hearings.

R-9 Attendance at Hearings and Attorney Participation

The neutral shall maintain the privacy of the hearings unless the law provides to the contrary. However, for Federal Aid projects, the FHWA will be invited to send an observer.

Any person having a direct interest in the hearing is entitled to attend hearings. The neutral shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the neutral to determine the propriety of the attendance of any other person.

The parties and any person permitted or compelled to testify or to submit data or evidence shall be entitled to the benefit of legal counsel of his or her own choosing and at his or her own expense, but a person may appear on their own behalf. An attorney who is a witness may not act as counsel for the party calling the attorney as a witness.

Unless the law provides to the contrary, the hearing may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. A recommendation shall not be made solely on the default of a party. The neutral shall require the party who is present to submit such evidence as the neutral may require for the making of a recommendation.

R-10 Order of Proceedings and Communications with Neutral

Before proceeding with the hearing, each neutral may take an oath of office and, if required by law, shall do so. The hearing shall be opened by the filing of the oath of the neutral.

In furtherance of the hearing, the neutral shall have the authority to: administer oaths and affirmations; sign and issue subpoenas; rule upon offers of proof and receive evidence; dispose of motions relating to the discovery and production of relevant documents and things for inspection, copying, or photographing; regulate the course of the hearing, set the time and place for continued hearings, and fix the time for the filing of briefs and other documents; direct the parties to appear and confer to consider the simplification of the issues, admissions of fact or of documents to avoid unnecessary proof, and limitation of the number of expert witnesses; issue appropriate orders which shall control the subsequent course of the proceedings; dispose of motions to dismiss for lack of agency jurisdiction over the subject matter or parties or for any other ground; dispose of motions to amend or to dismiss without prejudice applications and other pleadings; dispose of motions to intervene, procedural requests, or similar matters; reprimand or exclude from the hearing any person for any improper or indecorous conduct in his presence; award attorney fees for abuses of discovery procedures or as otherwise provided under the Colorado rules of civil procedure; and take any other action authorized by agency rule consistent with the Colorado Administrative Procedure Act or in accordance, to the extent practicable, with the procedure in the district courts.

There shall be no *ex parte* communication between the parties and a neutral and *no ex parte* material or representation of any kind offered without notice shall be received or considered by the neutral.

R-11 Evidence

Except as otherwise provided by statute, the proponent of a claim or an affirmative defense shall have the burden of proof, which shall be by a preponderance of the evidence.

CDOT will provide one copy of the claim record for each neutral. The neutrals shall not consider an increase in the amount of the claim, or any new claims.

Every party to the proceeding shall have the right to present his case or defense by oral and documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts.

The rules of evidence and requirements of proof shall conform, to the extent practicable, with those in civil non-jury cases in the district courts. However, when necessary to do so in order to ascertain facts affecting the substantial rights of the parties to the proceeding, the neutral may receive and consider evidence not admissible under such rules if such evidence possesses probative value commonly accepted by reasonable and prudent men in the conduct of their affairs. But, hearsay shall not be the sole evidence relied on by the neutral in issuing the initial decision.

Documentary evidence may be received in the form of a copy or excerpt if the original is not readily available; but, upon request, the party shall be given an opportunity to compare the copy with the original.

Objections to evidentiary offers may be made and shall be noted in the record. The neutral shall give effect to the rules of privilege recognized by law. He may exclude incompetent and unduly repetitious evidence.

A neutral may utilize his experience, technical competence, and specialized knowledge in the evaluation of the evidence presented. The neutral may take notice of general, technical, or scientific facts within his knowledge, but only if the fact so noticed is specified in the record or is brought to the attention of the parties before final decision and every party is afforded an opportunity to controvert the fact so noticed.

Subject to these rights and requirements, where a hearing will be expedited and the interests of the parties will not be substantially prejudiced thereby, the neutral may receive all or part of the evidence in written form.

The contract between the parties provides for a complete and final claim package. Hearings demands, issues, nature or amount of relief sought, shall not differ or be additional to that in the claim package. There may not be a revision of the issues, nature of relief sought, or increase in relief during or by way of any presentation of evidence during the hearing. No decision may be upon different issues or basis of relief or provide relief different in nature or greater in amount than contained in the claim package given under the contract. No new or different controversy or claim may be submitted in the hearing. There will be no amendments by implication.

R-12 Inspection or Investigation

An neutral finding it necessary to make an inspection or investigation in connection with the hearing shall advise the parties by notice transmitted at the hearing or through the IAO of the date and time. Any party who so desires may be present at such an inspection or investigation.

The Department shall have the hearing recorded by a reporter. Any party, upon payment of a reasonable charge therefore, shall be entitled to procure a copy of the transcript of the hearing or any part thereof. Any person permitted or compelled to testify or to submit data or evidence shall, upon payment of a reasonable charge therefore, be entitled to procure a copy of the transcript of such person's testimony if it is recorded. If the Department acquires a copy of the transcription of the proceedings, its copy shall be made available to any party at reasonable times for inspection and study.

R-13 Closing of Hearing

When satisfied that the presentation of the parties is complete, the neutral shall declare the hearing closed. All pleadings, applications, evidence, exhibits, and other papers presented or considered, matters officially noticed, rulings upon exceptions, any findings of fact and conclusions of law proposed by any party, and any written brief filed in the hearing, before or after the hearing, shall become a part of the claim record.

R-14 Initial Decision

The initial decision shall be made promptly by the neutral and, unless otherwise agreed by the parties or specified by law, no later than ten (10) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the IAO's transmittal of the final statements and proofs to the neutral.

The neutral's initial decision shall include: (1) a summary of the issues and factual evidence presented by both parties concerning the claim; (2) detailed findings of fact and conclusions of law, including contractual bases supporting the recommendations made; (3) an initial decision concerning the validity of the claim; and (4) an initial decision concerning the value of the claim as to cost and time impacts if the claim is determined to be valid, including detailed supporting calculations.

The parties shall accept as legal delivery of the initial decision the placing of the initial decision or a true copy thereof in the mail addressed to a party or its representative at the last address provided to the Department, personal service, or filing of the initial decision in any other manner that is permitted by law.

The initial decision shall become a part of the claim record.

R-15 Release of Documents for Judicial Proceedings

The IAO shall, upon written request of a party, furnish to the party, at its expense, certified copies of any papers in the IAO's possession that may be required in judicial proceedings related to the hearing.

R-16 Applications to Court and Exclusion of Liability

(a) No judicial proceeding by a party relating to the subject matter of the hearing shall be deemed a waiver of the party's right to arbitrate.

(b) Neither the IAO nor any neutral in a proceeding under these rules is a necessary party in judicial proceedings relating to the hearing.

(c) Neither the IAO nor any neutral shall be liable to any party for any act or omission in connection with any hearing conducted under these rules.

R-17 Interpretation and Application of Rules

The neutral shall interpret and apply these rules insofar as they relate to the neutral's powers and duties. When there is more than one neutral and a difference arises among them concerning the meaning or application of these rules, it shall be decided by a majority vote. If that is not possible, either a neutral or a party may refer the question to the Engineer for final decision.