

20.0 Modifications to Standard Specifications

20.1 Construction Requirements

This Section sets forth modifications to the Standard Specifications for design-build projects. The first section contains revisions to Division 100 of the Standard Specifications. The second section contains revisions to Divisions 200 through 700 of the Standard Specifications, as well as Standard Special Provisions applicable to the Project.

These Contract Provisions are a revised version of the Standard Specifications, and contain requirements generally applicable to the Work to be performed by the Contractor. In certain cases, provisions in Section 100 of the Standard Specifications have been superseded by other provisions of the Contract Documents. For ease of reference, this document uses the same Section numbers as the Standard Specifications, and identifies provisions of the Contract Documents that have replaced or modified the standard clauses.

All references to “Engineer” that are incorporated into this RFP refer to the Contractor’s Engineer, unless the context requires otherwise. Non-capitalized terms, such as “work” that are defined in Book 1, Exhibit A, shall have the meanings defined therein unless the context requires otherwise. References to “approve, approval or approved” shall mean “Approve, Approval or Approved” as defined in Book 1, Exhibit A, when the approval is by CDOT or a division of CDOT. If the interpretation(s) pursuant to this paragraph are not clear, CDOT shall decide, in its sole discretion, how these terms shall be interpreted.

When these specifications 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. If it is not clear whether a phrase should be disregarded, CDOT will make that decision in its sole discretion.

When these specifications refer to “Department”, “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 CDOT special engineer, such reference shall mean the CDOT Project Director.

When these specifications use the term engineer relating to the approval of any activities involving the use of explosives, such term shall mean the CDOT Project Director.

When an approval or authorization of the Engineer or CDOT is required in these specifications for the use of alternative or substituted processes or components, the Engineer shall mean CDOT. If it is not clear whether a phrase involves the use of alternative or substituted processes, CDOT will make that determination in its sole discretion. If these specifications refer to an approval of any correction or repair that deviates from the Contract requirements, the approval must be by CDOT. If it is not clear whether a specification involves a correction or repair that deviates from the Contract requirements, CDOT will make that determination in its sole discretion.

When these specifications provide that reports, records or other documents shall be submitted to CDOT or to the Engineer, such reports shall be made available to CDOT and do not have to be submitted unless either they are otherwise listed in the deliverables in the Contract Documents, or are required shop drawings, warranties, parts lists, instruction sheets or manufacturer’s drawings or specifications. Such documents shall be submitted to CDOT as required by the specifications.

When these specifications require actions, Materials, means or methods that are “either as indicated in the Plans or as designated by the Engineer,” the Contractor shall disregard the phrase “or as designated by the Engineer.”

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When these specifications refer to the “Engineer” ordering work beyond the scope of work in the Contract, “Engineer” shall mean CDOT. Whenever in these specifications the Engineer may order work that results in additional costs to CDOT, the “Engineer” shall mean CDOT.

Any acceptances on behalf of CDOT or the State shall be performed by CDOT.

Any references to other standards, codes, or criteria, or to the latest version of other standards, codes, or criteria in Book 2 of the Contract Documents shall mean the latest version at the Proposal Due Date.

20.1.1 Modifications to Section 100 of the Standard Specifications for Road and Bridge Construction

101 - Definitions

Definitions of terms used herein are set forth in Book1, Exhibit A.

102 – Bidding Requirements and Conditions

102.01 - Prequalification of Bidders

Prequalification of Proposers was determined during the evaluation of the Statements of Qualifications.

102.02 - Contents of Proposal Forms

Provisions regarding the contents of Proposal Forms are set forth in the Instructions to Proposers.

102.03 - Interpretation of Quantities in Proposal Form

Not applicable.

102.04 - Interpretation of Plans and Specifications

Provisions regarding the interpretation of plans and specifications are set forth in the Instructions to Proposers.

102.05 - Examination of Plans, Specifications, Special Provisions, and Site or Work

Provisions regarding examination of plans, specifications, special provisions and site of work are set forth in the Instructions to Proposers and in Book 1, Sections 1 and 2.

102.06 - Preparation of Proposal

Provisions regarding preparation of the Proposal are set forth in the Instructions to Proposers.

102.07 - Irregular Proposals

Provisions regarding irregular Proposals are set forth in the Instructions to Proposers.

102.08 - Combination or Conditional Proposals

Not applicable.

102.09 - Anti-Collusion Affidavit

Provisions regarding Anti-Collusion Affidavit are set forth in the Instructions to Proposers.

102.10 - Material Guaranty

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Provisions regarding Material Guaranty are set forth in Book 1, Section 21 and Book 2, Section 3.

103 – Award, and Execution of Contract

Provisions regarding award and execution of the Contract are set forth in the Instructions to Proposers and in Book 1, Section 4.

104 - Scope of Work

104.01 - Intent of Contract

Provisions regarding the intent of contract are set forth in Book 1.

104.02 -Differing Site Conditions, Suspensions or Work, and Significant Changes in the Character of Work

Provisions regarding differing site conditions and changes in the character of Work are set forth in Book 1, Sections 5 and 13. Provisions regarding limitations to contract price increases are set forth in Book 1, Section 13.5. Provisions regarding Suspensions of Work are set forth in Book 1, Sections 14 and 15.15.

104.03 - Extra Work

Provisions regarding changes are set forth in Book 1, Section 13.

104.04 - Maintaining Traffic

The provisions regarding maintenance of traffic are set forth in Book 2, Sections 16 and 18. Provisions regarding maintenance responsibilities of Contractor during Suspensions of Work are set forth in Book 1, Section 14.

104.05 - Rights In and Use of Materials Found on the Work

The provisions regarding rights in and use of Materials found on the Work are replaced with the following: The Contractor 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, without written authorization from CDOT.

104.07 - Value Engineering Change Proposals by the Contractor

Provisions regarding value engineering change proposals by the Contractor are set forth in Book 1, Section 12.

105 - Control of Work

105.01 - Authority of the Engineer

The provisions regarding Control of Work are set forth in Book 1, Section 5. CDOT has the authority by written order to suspend the Work wholly or in part for the reasons delineated in Book 1, Section 14.

105.02 - Plans, Shop Drawings, Working Drawings, other Submittals and Construction Drawings

Provisions regarding plans, shop drawings, working drawings and construction documents are set forth in Book 2, Section 3.

105.03 - Conformity to the Contract

The provisions regarding conformity to the Contract are revised as follows:

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1. No incentive payments will be made under this Contract.
2. When the Engineer or CDOT finds that the Materials furnished, the Work performed, or the finished product does not conform with the Contract Documents, but CDOT determines, in its sole discretion, that reasonably acceptable Work has been produced, CDOT will determine the extent the Work will be Accepted and remain in place. If accepted, the Contractor shall (a) document the basis for Acceptance based on CDOT's determination by Change Order which will provide for an appropriate reduction in the Contract price for such Work or Materials not otherwise provided for in this Subsection or (b) CDOT will notify the Contractor in writing that the agreed-upon unit price will be reduced in accordance with this Subsection when P is 25 or less, or (c) CDOT may notify the Contractor in writing if there should be no reduction in the Contract Price; or in lieu of a price reduction, CDOT may permit correction or replacement of the finished product, provided the correction or replacement does not adversely affect the Work.
3. For purposes of Nonconforming Work, the Contractor shall propose a unit price for determining the reduction in the Contract price, with supporting documentation. The unit price is subject to Approval of CDOT. The reduction in Contract price shall take place as provided in this Section 105.03, based upon the Approved unit price. The Change Order shall be prepared in accordance with this Section 105.03.
4. When the Engineer or CDOT finds the Materials furnished, Work performed, or the finished product are not in conformity with the Contract Documents, and CDOT determines, in his sole discretion, that it has resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
5. Materials will be sampled and tested by the Contractor in accordance with the sampling and testing schedules and procedures contained in the Contract Documents. The quantity represented by five consecutive random samples will constitute a lot whenever production schedules and Material continuity permit. The Engineer may establish a lot consisting of the quantity represented by any number of consecutive random samples from one to seven inclusive when it is necessary to represent short production runs, significant Material changes, or other unusual characteristics of the Work. Tests that are determined to have sampling or testing errors will not be used.
6. Materials or Work will be evaluated for price reduction only when deviations from the requirements of the Contract Documents occur on any of the several individual tests for the lot. The several individual test values will be averaged and the percent of price reduction for the lot will be determined by applicable formula and table as shown in Section 105.03.

Price reduction for those elements, which are not included in the Table of Price Reduction Factors as shown in Section 105.03 will be proposed by the Contractor for Approval by CDOT.

The Contractor will not have the option of accepting a price reduction in lieu of producing Material that complies with the Contract Documents. Continued production of nonconforming Material will not be permitted. Material, which is obviously defective, may be isolated and rejected by CDOT without regard to sampling sequence or location within a lot.

105.05 Conformity to the Contract of Hot Mix Asphalt

The provisions regarding conformity to the Contract of Hot Mix Asphalt is revised as follows:

No incentive payments will be made under this Contract.

105.06 Conformity to the Contract of Portland Cement Concrete Pavement

The provisions regarding conformity to the Contract of Portland Cement Concrete Pavement is revised as follows:

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No incentive payments will be made under this Contract.

105.07 Conformity to Roadway Smoothness Criteria of HMA

The provisions regarding conformity to Roadway Smoothness Criteria for HMA is revised as follows:

- Pavement Smoothness Category of HMA shall be HRI Category II
- No incentive payments will be made under this Contract.

105.08 Conformity to Roadway Smoothness Criteria of Portland Cement Concrete Pavement

The provisions regarding conformity to Roadway Smoothness Criteria for Portland Cement Concrete Pavement is revised as follows:

- Pavement Smoothness Category of PCCP shall be HRI Category II.

No incentive payments will be made under this Contract.

105.09 - Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions

Book 1, Section 1.3 sets forth the order of priority of the various Contract Documents.

105.10 - Cooperation by Contractor

Provisions regarding cooperation by the Contractor are set forth in Book 1, Section 2.2.

105.11 - Cooperation with Utilities

Provisions regarding cooperation with utilities are fully incorporated herein, except that the reference to Extra Work is not applicable and the provisions for delays are set forth in Book 1, Section 6.2, and in Book 2, Section 7.

105.12 - Cooperation Between Contractors

Provisions regarding Cooperation Between Contractors are set forth in Book 1, Section 23 and in Book 2, Section 16.

105.15 - Duties of the Inspector

Provisions regarding inspection of the Work are set forth in Book 1, Sections 5 and 22, and Book 2, Section 3.

105.16 - Inspection and Testing of Work

Provisions regarding inspection and testing of the Work are set forth in Book 1, Section 5 and 22, and Book 2, Sections 2 and 3.

105.17 - Removal of Unacceptable Work and Unauthorized Work

Book 1, Section 5.7 provides for removal of nonconforming Work.

105.18 - Load Restrictions

The provisions regarding load restrictions are incorporated herein except that the fourth and fifth paragraphs are replaced with the following:

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If a scale ticket from an overweight vehicle is inadvertently accepted and the Material incorporated into the Project, CDOT will adjust the price for the overweight load as follows:

1. The Contract price will be reduced by an amount based upon the pay item quantity represented by the amount of Material in excess of the legal weight according to a unit price to be proposed by the Contractor, with supporting documentation, and Approved by CDOT.

105.19 - Maintenance During Construction

Provisions for maintenance during construction are set forth in Book 1, Section 10, and Book 2, Section 18.

105.20 - Failure to Maintain Roadway or Structure

Provisions for failure to maintain the roadway or structure are set forth in Book 2, Section 18.

105.21 - Acceptance

Provisions regarding Segment Completion and Final Acceptance are set forth Book 1, Section 20.

105.22, 105.23, and 105.24 – Disputes and Claims for Contract Adjustments

Provisions regarding claims for Contract adjustments are set forth in Book 1, Section 13 and provisions regarding Dispute Resolution are set forth in Book 1, Section 19.

106 - Control of Material

106.02 - Material Sources

Provisions regarding Material sources are set forth in Book 2, Section 3. The provisions regarding hazardous Materials are set forth in Book 1, Sections 5.3, 13.11, 18.1, and 18.2.

106.03 - Samples, Tests, and Cited Specifications

Provisions regarding quality control and quality assurance are set forth in Book 2, Section 3.

Unless otherwise designated, when AASHTO, ASTM, or other specifications, standards, or policies are cited, the reference shall be to the latest edition as revised or updated by approved supplements or interim editions published and issued as of the Proposal Due Date unless otherwise indicated.

106.07 - Material Inspection at Plant

Provisions regarding Material inspection at the plant are set forth in the Book 2, Section 3.

106.08 - Storage of Materials

Provisions regarding storage of Materials are set forth in the Book 2, Section 3.

106.09 - Handling Materials

Provisions regarding the handling of Materials are set forth in the Book 2, Section 3.

106.11 – Buy America

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Provisions regarding Buy America are incorporated with the following exception:

Delete the first paragraph and replace with the provisions contained in the Federal Requirements Book 1, Exhibit C.

106.12 - Certificates of Compliance

Provisions regarding Certificates of Compliance are incorporated with the following exception:

The second paragraph shall be deleted and replaced with the provisions established in Book 2, Section 3.3.2 (4)

106.13 - Certified Test Report

Provisions regarding Certified Test Reports are incorporated with the following exception:

The second paragraph shall be deleted and replaced with the provisions established in Book 2, Section 3.3.2 (4)

107 - Legal Relations and Responsibility to Public

107.02 - Permits, Licenses, and Taxes

Provisions regarding permits, licenses and taxes are set forth in Book 1, Section 2.2.

107.04 - Restoration of Surfaces Opened by Permit

Provisions regarding restoration of surfaces opened by a permit to construct or reconstruct a utility service are set forth in Book 1, Section 6.2 and the Book 2, Section 7.

107.05 - Federal Aid Provisions

Provisions regarding Federal Aid Provisions are contained in the Federal Requirements Book 1, Exhibit C.

107.06 - Safety, Health, and Sanitation Provisions

Provisions regarding Safety, Health, and Sanitation are contained in Book 2, Section 2.3.

107.07 - Public Convenience and Safety

Construction shall be conducted so obstructions to traffic are minimized. The safety and convenience of the public and the protection of persons and property shall be provided as specified in Book 2, Section 16.

107.08 - Railroad-Highway Provisions

The railroad-highway provisions are incorporated herein with the following revision:

Delete the first paragraph and replace with the following:

If the Contract requires Materials to be hauled across railroad tracks, the Contractor shall make arrangements with the Railroad for any new crossings required or for the use of any existing crossings.

107.15 - Responsibility for Damage Claims

Provisions regarding responsibility for damage claims are set forth in Book 1.

107.16 - Opening Sections of Project to Traffic

The Provisions regarding opening sections of Project to traffic are deleted except as follows:

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1. Opening certain sections of the Work for traffic use shall not constitute acceptance of the Work, or provide a waiver of any provision of the Contract Documents.

107.17 - Contractor's Responsibility for Work

Provisions regarding Contractor's responsibility for Work are set forth in Book 1, Section 2.

107.19 - Furnishing Right of Way

The provisions regarding right-of-way for the Project are set forth in Book 1, Section 6.1, and Book 2, Section 8.

107.20 - Personal Liability of Public Employees

The employees of CDOT or authorized representatives are acting solely as agents and representatives of CDOT when carrying out and exercising the power or authority granted to them under the Contract Documents. There shall not be any liability on them either personally or as employees of CDOT.

107.21 - No Waiver of Legal Rights

Provisions regarding no waiver of legal rights are set forth in Book 1, Sections 2, 5, and 20.

107.22 - Third Party Beneficiary

Provisions regarding third party beneficiaries are set forth in Book 1, Section 7.5.

107.23 - Archaeological and Paleontological Discoveries

Provisions regarding archaeological and paleontological discoveries are set forth in Book 1, Section 5 and 13, and Book 2, Section 5.

108 - Prosecution and Progress

108.01 - Subletting of Contract

Provisions regarding Subcontracts are set forth in Book 1, Section 7.

108.02 - Notice to Proceed

Provisions for notice to proceed are set forth in Book 1, Sections 4 and 11.

108.03 - Schedule

Provisions regarding progress schedules are set forth in Book 1, Section 4 and Book 2, Section 2.

108.04 – Payment Schedule

Provisions regarding the Contractor's Payment Schedule are set forth in Book 1, Section 11, and Book 2, Section 2.

108.08 – Determination and Extension of Contract Time

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Provisions regarding Completion Deadlines are set forth in Book 1, Section 4; provisions for extensions of such deadlines are set forth in Book 1, Section 13; provisions regarding time for construction operations are set forth in the Book 2, Book 16.

108.09 - Failure to Complete Work on Time

Provisions regarding Damages for late completion are set forth in Book 1, Section 17.

108.10 - Default of Contract

Provisions regarding default of Contract are set forth in Book 1, Section 16.

108.11 - Termination of Contract

Provisions regarding termination of Contract are set forth in Book 1, Sections 15 and 16.

109 - Measurement and Payment

109.02 - Scope of Payment

Provisions regarding scope of payment are set forth in Book 1, Section 11, and Book 2, Section 2.

109.04 - Compensation for Changes and Force Account Work

Provisions for compensation for changes in the Work are set forth in Book 1, Section 13.

109.05 - Eliminated Items

Provisions regarding eliminated items are set forth in Book 1, Section 13.

109.06 - Partial Payments

Provisions regarding retainage and securities in lieu of retainage are fully incorporated herein. Monthly payments will be based on the requirements set forth in Book 1, Section 11, and Book 2, Section 2.

Notwithstanding the provisions of Book 1, Section 11.6, prior estimates and payments made in accordance with this Subsection 109.06(f) shall not be subject to correction in the Final Payment.

109.07 - Payment for Material On Hand (Stockpiled Materials)

Provisions regarding payment for stockpiled structural steel are fully incorporated herein. Other provisions regarding payment for Materials on hand (stockpiled Materials) are set forth in Book 1, Section 11.

109.09 - Acceptance and Final Payment

Provisions regarding acceptance and final payment are set forth in Book 1, Section 11.

109.10 - Compensation for Compensable Delays

Provisions regarding compensation for compensable delays are set forth in Book 1, Section 13.

20.1.2 Modifications to Section 200 to 700 of the Standard Specifications for Road and Bridge Construction and Standard Special Provisions

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20.1.2.1 Modifications to Section 200 to 700 of the Standard Specifications for Road and Bridge Construction

Sections 200 through 700 are incorporated herein except as otherwise provided in the Contract Documents, with the following exceptions: (1) in Sections 200 through 600, the method of measurement and basis of payment provisions are superseded by the provisions set forth in Books 1 and 2 of the Contract Documents.

20.1.2.2 Standard Special Provisions

Standard Special Provisions are attached hereto as Exhibit A and incorporated herein as revisions or modifications to the Standard Specifications.