



REQUEST FOR BID
RFB 2015-001

1 COVER SHEET

DATE: June 5, 2015
RFB NO.: 2015-001
DESCRIPTION: Mill and Overlay, Portland Cement Concrete Pavement Repairs, Joint Re-Sealing, and Striping (Nights and Weekends Only)
CLOSING DATE: June 25, 2015 at 3:30 PM local standard time, by our clock. Deliver to 500 Eldorado Boulevard, Building 2 Lobby, Broomfield, CO 80021

GOODS OR SERVICES: I-25 Managed Lanes – Initial Works - Pavements

FOR ADDITIONAL INFO: Contact Simon Stachnik, Plenary Roads Denver, LLC.
303-905-1340; simon.stachnik@plenarygroup.com

DOCUMENTS INCLUDED:

1. Request for Bid Cover Sheet
2. Instructions to Bidders
3. Bid Form
4. Bid Bond
5. Agreement
6. Notice of Award
7. Notice to Proceed
8. Change Order
9. Performance Bond
10. Payment Bond
11. Standard General Conditions
12. Supplemental Conditions
13. Technical Specifications
14. Scope of Work
15. Bid Schedule
16. Compliance with 8-17.5-101, C.R.S.
17. Contractor's Application for Payment
18. Plan Set
19. Special Provisions
20. FHWA Form 1273 and Wage Determination



If any of the documents listed above are missing from this package, they may be picked up at 500 Eldorado Blvd. Building 2, Suite 2301, Broomfield, CO 80021. Please contact Simon Stachnik via email or phone 2 days in advance.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this RFB 2015-001.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City & State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____



2 INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the “Request for Bids” to which each Bidder shall also give particular attention in preparing his Bid.

CONTRACT DOCUMENTS:

The following together comprise the Contract Documents and are hereby made a part and parcel thereof:

1. Request for Bid Cover Sheet
2. Instructions to Bidders
3. Bid Form
4. Bid Bond
5. Agreement
6. Notice of Award
7. Notice to Proceed
8. Change Order
9. Performance Bond
10. Payment Bond
11. Standard General Conditions of the Construction Contract
12. Supplemental Conditions
13. Technical Specifications
14. Scope of Work
15. Bid Schedule
16. Compliance with 8-17.5-101, C.R.S.
17. Contractor’s Application for Payment
18. Plan Set
19. Special Provisions
20. FHWA Form 1273 and Wage Determination

Wherever the word “Contract” appears, it shall be held to include all the foregoing.

No less than all of the part of the Contract Documents shall constitute the formal Contract.

QUALIFICATIONS OF BIDDERS:

Each Bidder must be on CDOT’s Prequalified Contractor Listing. Each Bidder must submit the required information to demonstrate qualifications for the project with his or her proposal. In addition to this, each Bidder must be prepared to submit, within five days of Plenary Roads Denver’s (PRD) request, additional information such as proposed subcontractors, schedules, equipment, personnel, references, etc., that may be requested by PRD in order to evaluate the qualifications of bidders to perform the work.



EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting his bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the work, (c) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (d) carefully correlate his observations with the requirements of the Contract Documents. A NON-MANDATORY PRE-BID SITE WALK will be held June 11, 2015 at 9:45 AM-11:45AM. Meet at the CDOT Maintenance Facility Project Trailer along the east edge of the property at East 70th Ave and Pennsylvania St., Denver, CO. Contractors who wish to attend MUST RSVP via email to simon.stachnik@plenarygroup.com by June 9, 2015 9:00 AM.

BID SECURITY:

The amount and type of Bid Security is stated in the Supplemental Conditions. The required security must be in the form of a certified or bank cashier's check made payable to PRD, or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required contract Security, whereupon it will be returned. If he fails to execute and deliver the Agreement and furnish the required Contract Security within ten days of the Notice of Award, PRD may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom PRD believes to have a reasonable chance of receiving the award may be retained by PRD until the earlier of the seventh day after the executed Agreement is delivered by PRD to Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening. Bid Security of other Bidders will be returned within seven days of bid opening.

CONTRACT TIME:

The number of days for the completion of Work (the Contract Time) is set forth in the Bid Documents and will be included in the executed Agreement/Purchase Order. Any provisions for liquidated damages are set forth in the Bid Form.

SUB-CONTRACTORS:

The Supplementary Conditions require the identity of sub-contractors and/or suppliers to be submitted to PRD in advance of the Notice of Award, the apparent successful Bidder, and any other Bidder so requested, will within five days after the day of the bid opening submit to PRD a list of all sub-contractors and suppliers. Such lists shall be accompanied by an experience



statement with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person, and organization if requested by PRD. If PRD or Project Manager or the Bid Evaluation Committee after due investigation has reasonable objection to any proposed sub-contractor, other person or organization, he may before giving the Notice of Award request the apparent successful Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent successful Bidder declines to make any such substitution, PRD reserves the right to reject the bid without compensation to the apparent successful Bidder. Any sub-contractor, other person or organization so listed and to whom PRD or Project Manager or the Bid Evaluation Committee does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to PRD and Project Manager and the Bid Evaluation Committee.

Contractor shall not be required to employ any sub-contractor, other person or organization against whom he has reasonable objection.

BID SUBMITTALS:

The following documents must be provided in each submitted bid: Request for Bid Cover Sheet, Issued Addendum, a list of three references for similar projects, Bid Schedule, Proposed Project Schedule, and Bid Security. Bids shall be submitted at the time and place indicated in the Request for Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of Bids.

RECEIVING OF BIDS:

Bids will be received as indicated in the Request for Bids.

BIDS TO REMAIN OPEN:

All Bids shall remain open for sixty calendar days after the day of the Bid opening, but PRD may, in its sole discretion, release any Bid and return the Bid Security prior to that date.



AWARD OF CONTRACT:

PRD reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

In evaluating Bids, PRD shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and unit prices if requested in the Bid forms. PRD may consider the qualifications and experience of sub-contractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of sub-contractors and other persons and organizations must be submitted as specified in the Supplementary Conditions. PRD may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed sub-contractors and other persons and organizations to do the Work in accordance with the Contract Documents to PRD's satisfaction within the prescribed time. PRD reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to PRD's satisfaction.

If a contract is to be awarded, it will be awarded by the method of award listed below.

If the contract is to be awarded, PRD will give the apparent responsive, responsible Bidder a Notice of Award within thirty days after the day the Proposal opening.

Simultaneously with delivery of the executed counterparts of the Agreement to PRD, the Bidder shall deliver to PRD the required Contract Security and Certificates of Insurance.

METHOD OF AWARD - BEST EVALUATIVE SCORE:

It is the intent of PRD to award this Contract to the Bidder who receives the highest score after review by PRD's Bid Evaluation Committee. For this Solicitation, the Evaluation Committee will score Bids based on the following criteria:

- Bid Schedule Pricing (Unit Pricing Cost Schedule)
- Similar CDOT Mill and Overlays, PCC Pavement Repairs, Joint Re-sealing, and Striping
- References
- Safety Record
- Proposed Project Schedule
- Bid Security

PRD reserves the right to conduct negotiations with Bidders and to accept revisions of bids.

During this negotiation period, PRD will not disclose any information derived from bids submitted, or from discussions with other Bidders. Once an award is made, the solicitation file and the proposals contained therein may become the public record.



BID EVALUATION COMMITTEE:

A bid evaluation committee will screen all bids. Bids will be evaluated based on the evaluation criteria as outlined in the Request for Bid. Through this process PRD will determine which bids are acceptable or unacceptable. PRD, in writing will notify participating firms whose bids are deemed unacceptable. Those firms offering bids deemed to be acceptable by PRD will be considered for award by the Bid Evaluation Committee. This committee may determine it necessary to require oral presentation/interviews with a short list of firms to ascertain acceptability of an offer. The committee may request clarifications to the bid from each of the Bidders at any time after the bid opening.



3 BID FORM

FOR: I-25 Managed Lanes – Initial Works - Pavements
(Project Name)

TO: Plenary Roads Denver, LLC
(Owner)

1700 Lincoln St. Suite 3000
(Address)

Denver Colorado 80203
(City) (State) (Zip)

GENTLEMEN:

The undersigned (hereafter called the Bidder), a _____
(Corporation, Partnership or Individual)

_____, organized and/or doing business under the laws of the

State of _____, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by HDR _____, for the sum as stated in the totals for the items proposed, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the Supplemental Conditions, Technical Specifications and with the unit and/or lump sum prices stated in the items bid form attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Proposer hereby agrees to commence work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project within 106 consecutive calendar days thereafter.

The undersigned proposer further agrees to pay as liquidated damages, the sum of \$15,000.00 for each consecutive day thereafter as hereinafter provided in the Supplemental Conditions.

The undersigned Proposer hereby acknowledges receipt of any and all of the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____



BID FORM (continued)

The bid guarantee, the performance and payment bond, time of completion and other requirements related to the bid shall be in accordance with either the Supplementary Conditions, Technical Specifications, Contract Documents or the items listed below:

OTHER REQUIREMENTS BY OWNER:

- The Bidder must submit a list of at least 3 similar projects and three corresponding references.
- The Bidder must submit their OSHA EMR for the past 3 years.
- The Bidder must submit their proposed schedule showing Start 10/13/14, all proposed working days, and completion date.

In the event this Bid is selected and a contract awarded to the undersigned, the following surety or sureties will sign the required Performance and Payment Bond:

_____	_____
_____	_____
_____	_____

The following proposed items form a part of the bid:



BID FORM (continued)

DATE _____

Signature:

If an Individual: _____ doing

business as _____

If a Partnership: _____

By _____, member of Firm

If a Corporation: _____

By _____

Title _____

ATTEST: _____

Secretary

(CORPORATE SEAL)

Business Address of Proposer _____

If Bidder is a corporation, supply the following information:

State in which incorporated _____

Name and address of its:

President _____

Secretary _____



4 BID BOND

Know all men by these Presents, that we, the undersigned, _____
 | _____ (Name of Contractor)
 | _____ as Principal and
 | _____ (Address of Contractor)
 _____ as Surety, are
 _____ (Name and address of Surety)
 hereby held and firmly bound unto Plenary Roads Denver, LLC
 _____ (Name of Owner)

as OWNER in the penal sum of 5% of the total amount of the bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 2014.

The Condition of the above obligation is such that whereas the Principal has submitted to Plenary Roads Denver, LLC a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the I-25 Managed Lanes – Initial Works - Pavements.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal, shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performers of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

 (Principal, Contractor)

 (Surety)

BY: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



5 AGREEMENT

THE AGREEMENT, made this _____ day of _____, 2015 by and between the **Plenary Roads Denver, LLC** herein called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of I-25 Managed Lanes – Initial Works - Pavements (the PROJECT).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within calendar days after the date of the NOTICE TO PROCEED and will complete the same within 80 calendar days, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Request for Proposal
 - Instructions to Proposers
 - Bid Form
 - Bid Bond
 - Agreement
 - Notice of Award
 - Notice to Proceed
 - Change Order
 - Performance Bond
 - Payment Bond
 - Standard General Conditions
 - Supplementary Conditions
 - Technical Specifications
 - Scope of Work
 - Bid Schedule
 - Addendum to Professional Services Agreement
 - Contractor's Application for Payment
 - Contractor's Application Progress Estimate
 - Contractor's Application Stored Material Summary
 - Plans
 - Specifications
 - FHWA Form 1273 and Wage Determination

SPECIFICATIONS prepared or issued by HDR dated June 2015

ADDENDA:

- No. _____ dated _____, 2015.
- No. _____ dated _____, 2015.
- No. _____ dated _____, 2015.



- 6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Technical Specifications such amounts as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)
 ATTEST:

Name _____
 Title _____

OWNER:
Plenary Roads Denver, LLC

By _____
 Name _____
 (Please type)

Title _____

Name _____

Title _____

Address _____

Telephone: _____

(SEAL)
 ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

Title _____

Address _____

Telephone: _____



6 NOTICE OF AWARD

To: (Contractor) _____
(Address) _____
(City, State, Zip) _____

Project Description: _____

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Request for Bid dated June 2, 2015, and Instruction to Proposers.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Instructions to Proposers to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER'S acceptance of your PROPOSAL as null and void and your BID SECURITY will be forfeited immediately to said OWNER as an agreed of liquidated damages

Dated this _____ day of _____, 2015.

Plenary Roads Denver (Owner) By

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____.

this the _____ day of _____, 2015.

By _____

Title _____

Telephone _____



7 NOTICE TO PROCEED

To: (Contractor) _____ Date: _____, 2015
 (Address) _____ Project: _____
 (City, State, Zip) _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2015 on or before August 3, 2015 and you are to complete the WORK within 106 consecutive calendar days thereafter. The date of completion of all WORK is therefore November 16, 2015

Plenary Roads Denver,
 LLC
 (OWNER)

By _____
 Title _____
 Address _____

 Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____,
 (CONTRACTOR)

this the _____ day of _____, 2015.

By _____
 Title _____
 Telephone _____



8 CHANGE ORDER

Order No. _____

Date _____

Agreement Date _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by

\$ _____

The New CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

APPROVALS REQUIRED:

Approved by Project Manager: _____

Accepted by Contractor: _____

Accepted and Approved by Owner: _____

Federal Agency Approval (where applicable): _____



9 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

Plenary Roads Denver, LLC
1700 Lincoln Street
Suite 3000
Denver, CO 80203

Herein called Owner in the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.



PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2015.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)



10 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

Plenary Roads Denver, LLC
1700 Lincoln Street
Suite 3000
Denver, CO 80203

Herein called Owner in the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by sub-contractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.



PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2015.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

11 GENERAL CONDITIONS



12 SUPPLEMENTAL CONDITIONS

1. GENERAL DESCRIPTION OF WORK

Work under this contract shall include all labor, materials and equipment necessary to complete the work as specified in the attached plans, general notes, and documents for Plenary Roads Denver, LLC, in Denver, Colorado.

2. SCHEDULING OF WORK

At the pre-construction conference, the Notice to Proceed will be issued. The contractor shall submit a schedule showing the order in which the Contractor proposes to carry on the work including the estimated number of working days elapsed, when the several parts are to begin and the estimated number of calendar days required to complete the several parts. Said schedule shall be subject to the approval of PRD. Should PRD be of the opinion that, any schedule of operation as thus submitted is inadequate to secure the completion of the work in the time agreed upon or otherwise not in accordance with the specifications or the work is being inadequately or improperly prosecuted in any respect, PRD may demand that the Contractor submit a new schedule and improve or change the prosecution of the work in such a manner as to ensure proper and timely execution.

The project shall be completed within 106 calendar days from when the Notice of Award is issued. The Contractor shall use this time frame or one of less time to develop a detailed schedule. The work is only to be performed during nights and weekends. Work on US36 shall be performed between 8:00 PM and 4:30 AM with 2-lane closures. Work on I-25 shall be performed between 8:00 PM and 4:30 AM with full closures of the HOT/HOV Lanes. The HOT/HOV lanes will be closed at the Gate Locations. Access to the HOT/HOV Work during this time will be from the 70th Avenue Ramp. Extended closures for single lanes may be allowed if requested by the Contractor and approved by the Engineer. I-25 HOT/HOV Full closures shall not be allowed between 1 hour after the Colorado Rockies home games have started, until Midnight.

3. MAINTENANCE AND GUARANTEE

The Contractor hereby guarantees that the entire work constructed by him under the contract will fully meet all requirements of the contract as to quality of workmanship and materials furnished by him. The Contractor hereby agrees to make at his own expense, any repairs or replacement caused by defects in materials or workmanship supplied by him that became evident within one year after the date of substantial completion. The Contractor shall restore to full compliance with the requirements of these specifications any part of the appurtenant works which, during the one-year period, is found to be deficient with respect to any provisions of the specifications. The Performance Bond, equal to 100% of the contract amount, shall remain in full force and effect through the guarantee period.

The Contractor shall make all repairs and replacements promptly upon notice by PRD, which shall be confirmed in writing. If the Contractor fails to make such repairs and replacements promptly, PRD may do the work and the Contractor and his surety shall be liable to PRD for the cost thereof.

4. SUBCONTRACTORS

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of PRD. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to PRD or the persons employed by the subcontractors. In all cases, the subcontractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to PRD for permission to sublet. Such written application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the subcontractors experience with similar projects, and the equipment and/or materials the subcontractor will be using. PRD is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such subcontractor.



5. WORK BY OTHERS

Three other Contractors may be working within the same area as this project. The work performed in this contract shall be coordinated with the other work.

6. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, a pre-construction conference will be held with the representative of PRD, CDOT, Project Manager, and Contractor. Time and place of the conference will be determined by the Project Manager. The purpose of the conference will be to discuss the following items relating to the project:

- a. Progress reports.
- b. Scheduling of Project Work (i.e. work hours, weekday and weekend).
- c. Submittals.
- d. Fire Prevention and Safety Requirements.
- e. Procedures for Partial and Final Payments.
- f. Contractor's compliance with required environmental permits
- g. Coordination with Utility Companies.
- h. Special requirements of PRD.
- i. Identifying staging areas, and storage areas of materials

7. COMMUNICATIONS

- 1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- 2. All minor changes must be approved by the Program Engineer.
- 3. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Request for Proposal Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
- 4. All papers required to be delivered to PRD shall, unless otherwise specified in writing to the Contractor, be delivered to the office of Plenary Group, 1700 Lincoln Ave. Suite 3000, Denver, CO. 80203, and any notice to or demand upon PRD shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to PRD at such address, or to such other representatives of PRD or to such other address as PRD may subsequently specify in writing to the Contractor for such purposes.
- 5. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

8. MATERIALS

All materials employed in permanent construction shall be new, full weight, in first-class condition and suitable for space provided. All similar materials shall be of one manufacturer.

9. "OR EQUAL"

All materials and equipment specified herein are subject to an "OR EQUAL" provision. With each request, the Contractor shall submit supporting data, including but not limited to:

- a. Drawings and samples as appropriate, with a specific record of performance.
- b. Comparison of the qualities of the proposed item with that specified.
- c. Changes required in other elements of the work because of the substitution.
- d. Name, address, and telephone number of vendor who is supplying the proposed item.
- e. Manufacture's literature regarding installation, operation, and maintenance, including schematics for electrical and hydraulic systems, lubrication requirements, and parts lists.
Describe the availability of maintenance service and warranties and state source of replacement materials.



10. STORAGE OF MATERIALS

Materials shall be so delivered, stored and handled as to assure the preservation of their quality and fitness for the work. Packaged materials shall be stored in original containers clearly identified with Manufacture's name, brand and model number. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.

Private property shall not be used for material storage purposes without written permission of PRD. If requested by the Project Manager, copies of such written permission shall be furnished to him. All sites required for material shall be restored to their original condition by the Contractor at no additional expense to PRD. Unless Contractor storage areas are otherwise provided, materials shall be stored in public rights of way or easements as established.

The Contractor shall be responsible for protecting all materials from damage, vandalism or theft. Materials shall be stored in such a manner so as not to create a hazard to the public or adjoining property.

11. TESTING OF MATERIALS

1. All tests and inspections as required by codes, ordinances or for material certification and construction as noted in the specifications, shall be paid by the Contractor. PRD, CDOT, and Project Manager reserve the right to employ any testing certified company to perform a specific category of testing as may be noted herein. The costs of testing shall be paid by the Contractor and shall be included in the cost of the associated item of work as defined in the method of measurement and basis of payment noted in the specifications.

2. Tests shall be made by an independent testing laboratory and be acceptable to PRD and Project Manager. Except as otherwise provided, sampling of materials, testing methods and testing equipment shall be in accordance with the latest standard or tentative method of the referenced specification.

3. Tests and procedures to be performed by the Contractor shall conform to the requirements of technical specifications, the referenced specifications and as otherwise required by the Project Manager.

12. SALES AND USE TAX

Sales tax shall be included in the unit prices on the Bid Schedule. This project is RTD tax- exempt. The Prime Contractor must apply to the Colorado. Dept. of Revenue for a tax-exempt number using Form DR-172. The RTD tax-exempt number is 562563189. It will be the responsibility of the Contractor to include appropriate subcontractor and suppliers on the form.

13. INSURANCE

INDEMNIFICATION: The successful Contractor shall indemnify and hold PRD harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Contractor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of PRD when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Contractor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at no less than:

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations	
Defense outside of limits	
Per location / per project aggregate limit	



Blanket contractual
 Liability, Independent
 contractors Primary &
 non-contributory
 Include a Waiver of Subrogation in favor of PRD, HPTE, & CDOT.
 All locations / operations (if not, show city job/location specifically)
 Name PRD, HPTE, and CDOT as "Additional Insured"

Automobile Liability:

Combined single limit:..... \$ 1,000,000
 Any auto (or Hired & Non-owned, if Contractor does
 not have any owned or long term leased vehicles) include a Waiver of Subrogation in favor of
 PRD, HPTE, and CDOT.
 Primary & non-contributory
 Pollution liability–Broadened coverage for autos (IF you carry any hazardous
 cargo)
 Name PRD, HPTE, and CDOT as "Additional Insured"

Workers' Compensation :

Workers Compensation benefits:	per Colorado Statute
Employers liability – limit per accident	\$ 1,000,000
Employers liability – limit per disease	1,000,000
Employers liability – disease aggregate	1,000,000

All contractors/subcontractors/employees who will be on CDOT property or job site must be covered
 Show Waiver of Subrogation in favor of PRD, HPTE, and CDOT
 Coverage must apply to workers in Colorado and other states if your employees are traveling in from outside of Colorado

Insurance companies providing the coverage's specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-VIII" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.

PRD will not purchase property insurance or a "builder's risk" policy as described in General Conditions Section 5.06.

14. UTILITIES AND UTILITY COORDINATION

Any electrical power needs of the Contractor, beyond what is on site, must be supplied by the Contractor.

The Contractor shall provide, at his expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations to perform the work in a safe and satisfactory manner.

The Contractor shall have the authority and responsibility for coordination of work with the utility companies, including CDOT owned utilities.

PRD will notify all utility companies, pipe line owners, or other parties affected, and have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable. Water lines, gas lines, wire lines, service connections, meter and valve boxes, light standards, cableways, signals, and all other utility facilities within the limits of the proposed construction are to be relocated or adjusted at the owner's expense unless otherwise provided in the Contract. The Contractor shall cooperate with the utility owners in their removal and relocation operations, so that progress is expedited, duplication of work is minimized and service interruptions are avoided. The Contract will indicate those utility items which are to be relocated or adjusted by the utility owner or which are to be relocated or adjusted by the Contractor.

The Contractor shall consider in the bid proposal all of the permanent and temporary utility facilities in their present or relocated positions as shown in the Contract and as revealed by site investigation. Utility delays due to changes which are the responsibility of the Contractor will be considered nonexcusable delays. The Contractor and the Engineer shall meet with the utility owners as often as necessary to coordinate and schedule relocations or adjustments. Additional compensation will not be allowed for foreseeable coordination, inconvenience, or damage sustained due to interference from the utility facilities or the removal or relocation operations as indicated in the Contract. Delays shall be dealt with in accordance with Article 12.03. If utility facilities or appurtenances are found that are neither identified in the Contract, nor revealed by site investigation, the Engineer will determine

whether adjustment or relocation of the utility is necessary. The Engineer will make arrangements with either the utility owner or the Contractor to accomplish necessary adjustments or relocations when not otherwise provided for in the Contract.

Extra work will be considered for payment in accordance with Article 10. Consideration for delays shall be in accordance with Article 12.03. Where the Contractor's operations are adjacent to properties of railroad, telegraph, telephone, power, or other utility companies, to which damage might result in considerable expense, loss, or inconvenience, work shall not commence until arrangements for the protection of the utilities have been made.

If water or utility services are interrupted, the Contractor shall promptly notify the owner and shall cooperate in the restoration of service. Repair work shall be continuous until the service is restored. Work shall not be undertaken around fire hydrants until provisions for continued service have been approved by the City fire authority.

15. PERMITS

The Contractor will obtain all permits required for this work.

16. ADVANCE NOTICE OF WORK

The Contractor shall contact the Project Manager a minimum of **24 hours** in advance of pouring concrete, backfilling, covering any piping, plumbing, electrical work, utility, or structure affected by the work. Such notice shall also apply to any inspection or testing requiring the presence of the Project Manager.

17. WORKMANSHIP

1. The Contractor shall employ only trained, competent and skillful workmen to perform the work. Whenever the Project Manager shall notify the Contractor in writing that, in his opinion, a workman on the job site is incompetent, disorderly or improperly performing the contract work, the Contractor shall forthwith remove such person and not employ such person on any part of the work without written consent of the Project Manager.

2. PRD or Project Manager may stop any work or any part of the work performed by the Contractor if the methods or conditions are such that unsatisfactory work might result, or if improper materials or workmanship are being used. The work shall not resume until remedial action is taken by the Contractor and approval for resumption of work is given by PRD or the Project Manager. Any period of work stoppage for improper work will not entitle the Contractor to additional compensation or an extension to the contract Time of Completion.

18. APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.

2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.

3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

19. CLEAN UP

No separate measurement or payment will be made for clean-up and dress-up of the construction site, or haul of materials from the project site. This work shall be considered incidental to the related item of work and any associated costs shall be the Contractor's responsibility.

1. The Contractor shall maintain a safe and clean work area. The Contractor shall remove all waste containers, pallets, trash and debris, etc., from the premises at regularly scheduled periods for the duration of the work, or at the direction of the Project Manager. At a minimum, all waste containers, pallets, trash and debris, etc. must be completely removed from the work areas prior to the lanes being reopened to traffic.



2. The Contractor shall provide a trash dumpster if necessary in a location approved by the Engineer and haul directly to a legally designated landfill as needed. Trash shall not be allowed to be stored on the work site and it shall be prevented from blowing onto adjoining properties, travel ways, and shoulders.

3. The project work site and all affected areas shall be dressed-up and finish graded to the satisfaction of the Project Manager prior to the final acceptance of the project. The project area shall be restored to same or better condition as before construction.

20. FINAL INSPECTION

1. When improvements contained in the Contract are substantially complete, the Contractor shall notify PRD or the Project Manager in writing that the work will be ready for inspection on a given date as stated in the notice. The notice should be given at least **five (5) calendar days** prior to the date stated for inspection.

2. The Project Manager will require a Pre-Final inspection of the completed work. For all the work items not in conformance with the contract documents, the Project Manager will provide the Contractor with a "Punch List" of work items to be completed or corrected by the Contractor.

3. Upon completion of any "Punch List" items required of the Contractor, the Contractor shall give notice to the Project Manager requesting a Final Inspection and acceptance of the project work. If after the Final Inspection, all contract work is acceptable to PRD and Project Manager, the Contractor may request final payment on the Contract.

Prior to final payment, PRD shall publish a "Notice of Final Payment" to guarantee that all parties to the contract, i.e., sub-contractors, suppliers, etc. have been paid. PRD may require that the Contractor provide additional information to substantiate payment to suppliers and sub-contractors.

21. LITIGATION

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

22. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate stipulated on the Bid form. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor; and the Owner is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Agreement; and the Contractor and his Sureties shall be liable for any excess.

The Contractor agrees to pay as liquidated damages, the sum of \$15,000.00 for each consecutive day thereafter as hereinafter provided in these Supplemental Conditions.

23. PAY ESTIMATES AND RETAINAGE

Partial payments will be made once each month as the work progresses, when the Contractor is performing satisfactorily under the Contract. Payments will be based upon progress estimates prepared by the Contractor and approved by the Engineer, of the value of work performed, materials placed in accordance with the Contract, and the value of the materials on hand. The amount of the progress estimate paid to the Contractor will be subject to the following:

- (a) Standard Amount Retained. PRD will make a deduction from the progress estimate in the amount considered necessary to protect the interests of PRD. The amount to be retained will be 10 percent of the



value of the completed work, exclusive of mobilization and payments for materials on hand. The amount retained will be in effect until such time as final payment is made, with the following exception which requires the Contractor's written request and consent of the Surety: Upon completion and acceptance of the project, after the project quantities are finalized, and the Contractor has submitted the necessary forms, the Engineer may make reduction in the amount retained.

(b) Subcontractor and Supplier Claims. In addition to a standard amount retained, PRD will withhold funds for all claims against the Contractor filed by subcontractors and suppliers, pursuant to Sections 38-26-107 and 24-91-103, CRS.

(d) No Payment. A partial payment will not be made when the total value of the work done since the last estimate amounts to less than \$500.

(e) Prompt Payment. The Contractor shall pay subcontractors and suppliers for all work which has been satisfactorily completed within seven calendar days after receiving payment for that work from PRD. For the purpose of this section only, work shall be considered satisfactorily complete when PRD has made payment for the work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all subcontractors and suppliers at every tier are promptly paid. If the Contractor fails to comply with this provision the Engineer will not authorize further progress estimates until the required payments have been made and the Contractor agrees to make payments as specified.

(f) Good Cause Exception. If the Contractor has "good cause" to delay or withhold a subcontractor's progress payment, the Contractor shall notify PRD and the subcontractor in writing within seven calendar days after receiving payment from PRD. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the subcontractor must meet to receive payment. "Good cause" shall include but not be limited to the failure of the subcontractor to make timely submission of required paperwork

24. SITE CONDITIONS

The Contractor shall provide on-site sanitary facilities, safe working conditions and emergency medical aid for workmen on the project site. **Construction equipment, tools, materials and workmen's private vehicles** shall be located in areas designated by the Engineer. Construction related items **shall not** interfere with traffic, utilities, or access to private property.

The Contractor shall maintain the project site in a safe condition for the general public by the use of barricades, fencing, and traffic warning devices in accordance with the MUTCD. Construction materials on the construction site shall be stored and secured so as not to become a hazard or otherwise endanger the public or property.

The Contractor shall confine all material storage and construction activity to the limits established by PRD and Project Manager. The Contractor, Sub-Contractor and their workmen **shall not park equipment or vehicles outside of the established construction limits**. As required to confine the construction activity or as otherwise requested by the Project Manager, the Contractor may be required to install and maintain temporary construction fencing for the duration of the project work.

The Contractor shall protect all trees and shrubs in the vicinity of the contract work. Any damage or destruction of trees and shrubs will require replacement by the Contractor at no additional cost to PRD.

25. HOLIDAYS

The Contractor shall not work on legal holidays without permission from the Project Manager, and the Contractor shall be responsible for any additional costs incurred PRD due to such work.

26. EXTRA WORK

All extra work will be administered and paid in accordance with Section 109 of the Colorado Department of Transportation 2011 Specification Book.

For all planned work, the Contractor will be paid for the Unit Price established in the Bid Schedule and the field-measured quantities of work performed.

27. INSPECTION

PRD will provide inspection of the work. The Contractor shall not cover any work until inspected by the Project Manager or his representative.



28. OWNER SUPPLIED MATERIALS

None.

29. CONSTRUCTION ACCESS AND CONTRACTOR TRAILER

The Contractor shall access the site only from the gate-controlled points and coordinated with PRD or the Project Manager.

Contractor trailer is not required. If the Contractor desires, it must be at a site designated or approved by PRD. The Contractor shall be responsible for the security of the Contractor's storage area, Contractor's trailer and its contents including any record documents relating to the contract work.

30. RESPONSE TO QUESTIONS

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, email or U.S. mail, to Simon Stachnik, Plenary Roads Denver, LLC, 500 Eldorado Blvd. Building 2, Suite 2301, Broomfield, Colorado 80021, simon.stachnik@plenarygroup.com. The contractor submitting the question shall be responsible for ensuring that the question is received by the Project Manager no later than 7:00 AM Mountain June 16, 2015.

An agent of PRD who is authorized to act on behalf of PRD must make any official interpretation of this Solicitation. PRD shall not be responsible for interpretations offered by employees of PRD who are not agents of PRD's Bid Evaluation Committee.

31. PROJECT MANAGER, AGENT OF PRD, AND PROGRAM ENGINEER

Simon Stachnik will be the Project Manager, Agent of PRD, and Program Engineer for this solicitation.

32. CONFLICTS WITHIN THE CONTRACT DOCUMENTS

The General Conditions, these Supplemental Conditions, the Plans, Technical Specifications and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of a discrepancy, the order of precedence is as follows:

1. Any Addenda issued
2. The Technical Specifications
3. The Supplemental Conditions
4. The General Conditions
5. Shop Drawings
6. Contract Plans
7. Standard Plans

The Contractor shall not take advantage of any apparent error or omission in the Contract. If the Contractor discovers an error or omission, the Project Engineer shall be immediately notified. The Project Engineer will make corrections and interpretations as necessary to fulfill the intent of the Contract.

33. PROPOSAL DOCUMENTS AND DRAWINGS

Contractors will be provided with one set of drawings and proposal documents, if requested. 48 hour notice is required.

34. REFERENCES FOR SIMILAR PROJECTS

All proposers must submit a list of at least three (3) references that they have provided for similar type of projects. If reference list is not submitted at time of proposal then their proposal will be considered as non-responsive.



35. MAINTENANCE OF TRAFFIC

Traffic Control Plans shall be in accordance with the MUTCD and designed by a certified Traffic Control Supervisor. Except for short closures (5 minutes or less), the Contractor shall keep the road open to all traffic in accordance with the Traffic Control Plan during the progress of the work. The Contractor shall schedule construction operations so that only one side of the existing roadbed is denied to traffic at any time. The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms. The road and the intersections of the access points shall be maintained in a manner that will safely and adequately accommodate traffic.

The Contractor shall not store materials or equipment nor park vehicles on the roadway except in designated areas.

The Contractor shall not have materials or equipment in the traffic lanes open to traffic at any time unless directed.

Portions of the roadway that are not included in the contract work will be maintained by PRD or CDOT. The Contractor shall be responsible for maintaining all work that is included in the Contract, and maintaining approaches, crossings, intersections, and other features as may be necessary to accommodate traffic without direct compensation, except as provided in the Contract.

During any suspension ordered by the Program Engineer, the Contractor shall open to traffic the portions of the project as directed. Prior to allowing traffic on the project, the Contractor shall prepare the roadbed so that it will safely and adequately accommodate traffic. During the suspension period, the maintenance of the roadway will be the responsibility of PRD. However, when the suspension is the result of a failure by the Contractor, all costs for maintenance of traffic during the suspension period shall be borne by the Contractor. When the suspension is lifted, the Contractor shall renew any work or replace materials lost or damaged on the project and shall remove, as directed, work or materials used during the suspension. The Contractor shall complete the project as though the prosecution of the work had been continuous and without interference.

If the Program Engineer directs special maintenance for the benefit of the traveling public, that is not included in the Contract, the Contractor will be paid in accordance with Article 11.03 when contract unit prices exist, or as extra work, in accordance with Article 10.01 when no contract unit prices exist.

36. BONDING REQUIREMENTS

1. The successful Contractor must provide a Performance Bond and Payment Bond, equal to 100% of the contract amount. The Performance Bond shall remain in full force and effect through the guarantee period.
2. Each proposal must be accompanied by a bid bond, or certified check, in the amount of 5% of the total amount of the bid. The Proposal Guarantees accompanying the three lowest proposals may be held until the contract is awarded provided this period does not exceed 60 calendar days. The Proposal Guarantees accompanying the other proposals will be returned promptly after the bid prices have been compared.



13 TECHNICAL SPECIFICATIONS

INTRODUCTION TO THE TECHNICAL SPECIFICATIONS:

The Technical Specifications shall apply to the various items of work described in the Contract. Within this Technical Specification PRD hereby incorporates Division 100 through Division 700 of the most current edition of the State of Colorado Department of Transportation, "Standard Specifications for Road and Bridge Construction". When the following terms are used they shall mean respectively:

State or Department	Local Public Agency
Project Manager, Program Engineer	Simon Stachnik
Resident Engineer	Bruce Tonilas, HDR
Project Engineer	Wes Kindt, HDR
Inspector	PRD and/or HDR and/or CDOT
Owner	Plenary Roads Denver, LLC
Laboratory	Yeh and Associates

The Bid Sheet includes references to the State of Colorado Department of Transportation, "Standard Specifications for Road and Bridge Construction". The edition of this document current at the time of the executed agreement shall be the standard of construction for methods and materials, unless otherwise modified below.

Basis of Payment for each item shall be as assigned in the Bid Sheet.

Applicable Safety Code: Shall mean the latest editions including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction, or The State of Colorado, Department of Labor and Employment, Colorado Occupational Safety and Health Act, which ever is the more stringent for the applicable requirement.

These Specifications: Where used in the text of the Technical Specifications items shall mean the Technical Specifications of this Contract.

Bid Proposal Items: Payment will only be made for items in the Bid Schedule. Other items may be included in the specifications, but payment for items not listed in the Bid Proposal will be included in the cost of other items of work.

Abbreviations: The following abbreviations of the names of agencies promulgating referenced specifications are used herein:

AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	American General Contractors
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
FMHA	Farmers Home Administration

JIC	Joint Industrial Council
IPCEA	Insulated Power Cable Engineers Association
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
RICS	Roofing Inspection and Consulting Service
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UL	Underwriter's Laboratory
USAS	United States of America Standard
U.S. EPA	United States Environmental Protection Agency

The following abbreviations may be found in the Specifications:

A.C.	Alternate current
AWG	American Wire Gage
B.M.	Bench Mark
CAB	Crushed Aggregate Base
C-C	Center to Center
C&G	Curb and Gutter
CDOT	Colorado Department of Transportation
CIP	Cast Iron Pipe
CMOS	Ceramic Metal Oxide Silica
CMP	Corrugated Metal Pipe
Conc.	Concrete
DIP	Ductile Iron Pipe
D.C.	Direct Current
EMT	Electrical Metal Tubing
F.H.	Fire Hydrant
G.V.	Gate Valve
HOA	Hand-Off-Automatic
hp	Horsepower
HTH	Calcium Hypochlorite
I/O	Input/Output
kw	Kilowatt
LB	Pound
LED	Light Emitting Diode
Max.	Maximum
MCC	Motor Control Center
Min.	Minimum
OD	Outside Diameter
PID	Proportional Integral Derivative
PROM	Programmable Read Only Memory
PSI	Pounds per square inch
PVC	Polyvinyl Chloride
RAM	Random Access Memory
SCH	Schedule
SDR	Size Dimension Ratio
SPDT	Single Pole Double Throw

14 SCOPE OF WORK

DESCRIPTION

Work under this contract shall include all labor, materials and equipment necessary to install the work as specified in the attached plans, general notes, and documents for Plenary Roads Denver, in Denver, Colorado.

15 BID SCHEDULE PLENARY ROADS DENVER RFB 2015-001

BID SCHEDULE FOR I25 MANAGED LANES - INITIAL WORKS - PAVEMENTS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACTORS UNIT PRICE	TOTAL PRICE
202-00210	REMOVAL OF CONCRETE PAVEMENT	3,995	SY		\$ -
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	24,390	SY		\$ -
202-00250	REMOVAL OF PAVEMENT MARKING	48,973	SF		\$ -
208-00045	CONCRETE WASHOUT STRUCTURE	3	EACH		\$ -
208-00050	STORM DRAIN INLET PROTECTION	186	EACH		\$ -
208-00106	SWEEPING (SEDIMENT REMOVAL)	40	HOUR		\$ -
208-00107	REMOVAL OF TRASH	40	HOUR		\$ -
208-00206	EROSION CONTROL SUPERVISOR	80	DAY		\$ -
210-04000	ADJUST STRUCTURE	24	EACH		\$ -
210-04010	ADJUST MANHOLE	14	EACH		\$ -
304-06000	AGGREGATE BASE COURSE (CLASS 6)	15	TON		\$ -
403-09221	STONE MATRIX ASPHALT (FIBERS)(ASPHALT)	2,839	TON		\$ -
403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64 22)	68	TON		\$ -
412-00190	CONCRETE PAVEMENT (PATCHING)	341	SY		\$ -
412-01000	CONCRETE PAVEMENT (10 INCH)	2,348	SY		\$ -
412-14000	SAWING AND SEALING CONCRETE PAVEMENT JOINTS	293,542	LF		\$ -
412-15000	ROUTING AND SEALING CONCRETE PAVEMENT CRACKS	3,820	LF		\$ -
626-00000	MOBILIZATION	1	L S		\$ -
627-00005	EPOXY PAVEMENT MARKING	570	GAL		\$ -
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	765	SF		\$ -
630-00000	FLAGGING	330	HOUR		\$ -
630-00007	TRAFFIC CONTROL INSPECTION	55	DAY		\$ -
630-00012	TRAFFIC CONTROL MANAGEMENT	120	DAY		\$ -
630-80001	FLASHING BEACON (PORTABLE)	8	EACH		\$ -
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	3	EACH		\$ -
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	14	EACH		\$ -
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	30	EACH		\$ -
630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	18	EACH		\$ -
630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	1	EACH		\$ -
630-80360	DRUM CHANNELIZING DEVICE	2	EACH		\$ -
630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	120	EACH		\$ -
630-80370	CONCRETE BARRIER (TEMPORARY)	4	LF		\$ -
630-80380	TRAFFIC CONE	400	EACH		\$ -

CONSTRUCTION SUBTOTAL				\$ -
WEEKEND RENTAL SUBTOTAL	0	PER WEEKEND DAY	\$ (6,000.00)	\$ -
I25 MANAGED LANES - INITIAL WORKS - PAVEMENTS TOTAL PROJECT COST				\$ -

AD ALTERNATE #1					
202-00210	Removal of Concrete Pavement	12,515	LF	\$ -	\$ -
202-00895	Removal of Impact Attenuator	1	LF	\$ -	\$ -
210-01300	Reset Impact Attenuator	1	LF	\$ -	\$ -
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	327	LF	\$ -	\$ -

CONSTRUCTION SUBTOTAL				\$ -
AD ALTERNATE #1 TOTAL PROJECT COST				\$ -

I25 MANAGED LANES - INITIAL WORKS - PAVEMENTS TOTAL				\$ -
AD ALTERNATE #1 TOTAL				\$ -

TOTAL COMBINED BID AMOUNT				\$ -
----------------------------------	--	--	--	-------------

BIDDING _____ TOTAL DAYS TO COMPLTE THE WORK AS SPECIFIED IN THE
ATTACHED PLANS, GENERAL NOTES, AND DOCUMENTS

SUBMITTED BY:

Name _____

ADDRESS _____

City _____ State _____ Zip _____

Corporate Seal

Firm Name * _____

Signature _____

Title _____

Phone (____) _____ - _____

* Insert " Corporation, Partnership " etc.

Address the envelope as follows:

Plenary Roads Denver, LLC
500 Eldorado Blvd. Building 2. Suite 2301
Broomfield, CO 80021

RFB 2015-001

16 Compliance with 8-17.5-101, C.R.S.

Plenary Roads Denver, LLC

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and Owner within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to Owner that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this document shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this document, PRD may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to PRD arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____

17 CONTRACTOR'S APPLICATION FOR PAYMENT

To Owner: Plenary Roads Denver
Mr. Simon Stachnik
Project Manager, Project Delivery
1700 Lincoln Ave. Suite 3000
Denver, CO 80203

Project: I-25 Managed Lanes - Initial Works - Pavments Application No: _____
 Job NO. 2015-001 Period To: _____

From Contractor: _____

Contract Date: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1.	ORIGINAL CONTRACT SUM	\$	-
2.	Net change by Change Orders	\$	-
3.	CONTRACT SUM TO DATE (line 1 +/- 2)	\$	-
4.	TOTAL COMPLETED & STORED TO DATE	\$	-
	(Column G on G703)		
5.	RETAINAGE:		
	a. 5% of Completed Work	\$	-
	(Column D+E on G703)		
	b. 5% of Stored Material	\$	-
	Total Retainage (line 5a + 5b or		
	Total in Column 1 of G703).....	\$	-
6.	TOTAL EARNED LESS RETAINAGE	\$	-
	(line 4 less line 5 Total)		
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT		
	(line 6 from prior Certificate).....	\$	-
8.	CURRENT PAYMENT DUE	\$	-
9.	BALANCE TO FINISH, INCLUDING RETAINAGE		
	(line 3 less line 6)	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

All Contract Work herein represented in this invoice has been checked and/or inspected for conformances with:

A) In accordance with the Quality Management Plan, as documented by the quality assurance statements, certifications, representations, and tests required therein, the Contract Work, including that of designers, subcontractors, suppliers, and fabricators has been checked and/or inspected by the Contractor's quality program staff and the Work, expect as specifically noted, generally conforms to the requirements of the Contract Documents.

B) The Quality Management Plan, and all of the measures and procedures therein, are functioning properly and are being followed.

C) All safety critical work, in conformance with the Project Safety Management Plan, has been reviewed and, if required, sealed by the Professional Engineer of responsible charge before the construction begins.

By: _____ Date: _____
 Owner: Plenary Roads Denver

By: _____ Date: _____
 CONTRACTOR:

By: _____ Date: _____
 Quality Control Manger

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 0
 APPLICATION DATE: 00-Jan-00
 PERIOD TO: 00-Jan-00
 CONTRACT NO. :

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMP. AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APP. (D + E)	THIS PERIOD					
B	Change Orders								
1	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
2	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
3	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
4	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
5	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
6	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
7	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
8	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
9	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
10	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
11	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
12	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
13	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
14	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
15	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
16	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
17	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
18	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
19	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
20	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
21	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
22	0.00	\$ -	\$ -	\$ -		\$ -	#DIV/0!	\$ -	\$ -
	CHANGE ORDER SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
***	TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -

18 PLAN SET

19 SPECIAL PROVISIONS

20 FHWA Form 1273

1
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

October 31, 2013

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

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

Instructions for use on CDOT construction projects:

Use this standard special provision on federal aid projects.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

Attached is Form FHWA 1273 titled *Required Contract Provisions Federal-Aid Construction Contracts*. As described in Section I. General, the provisions of Form FHWA 1273 apply to all work performed under the Contract and are to be included in all subcontracts with the following modification:

For TAP (Transportation Alternatives Program) funded Recreational Trails projects, Section I (4) regarding convict labor and all of Section IV of the FHWA 1273 do not apply.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

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

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

21 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.

22 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 there under. 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.

23 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.

24 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.

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.

b. (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, 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.

b. (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 Web site 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.

c. 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.

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27 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.

28 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.

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30 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.

* * * * *

2. 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-L.L.L., "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.



ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**U.S. DEPT. OF LABOR,
DAVIS BACON MINIMUM WAGES, COLORADO
GENERAL DECISION NUMBERS
CO100016, CO100017, CO100018, CO100019, CO100020,
CO100021, CO100022, CO100023 and CO100024
HIGHWAY CONSTRUCTION**

Decision Nos. CO100016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 06, 2012 supersedes Decision Nos. CO100018, 19, 20, 21, 22, 23, 24, 25 and 26 dated September 30, 2011.		Modifications			ID
		MOD Number	Date	Page Number(s)	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		1	11-18-11	14	1
		2	01-06-12	1, 10, 14, 19, 25, 29, 34, 42 and 50	2
		3	02-10-12	8, 16, 25, 29, 32, 34, 42 and 50	3
		4	08-10-12	1, 10, 14, 19, 20, 25, 29, 34, 42 and 50	4
General Decision No. CO100019 applies to the following counties: Denver and Douglas counties.					
General Decision No. CO100019 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
1234	CARPENTER (Form Work Only)	24.00	11.28		
	TRAFFIC SIGNALIZATION:				
	Traffic Signal Installation				
1235	Zone 1	26.42	4.75% + 8.68		
1236	Zone 2	29.42	4.75% + 8.68		
	<u>Traffic Installer Zone Definitions</u> Zone 1 – Within a 35 mile radius measured from the addresses of the following cities: Colorado Springs - Nevada & Bijou Denver - Ellsworth Avenue & Broadway Ft. Collins - Prospect & College Grand Junction - 12th & North Avenue Pueblo - I-25 & Highway 50 Zone 2 - All work outside these areas.				
	POWER EQUIPMENT OPERATOR:				
	Hydraulic Backhoe				
1237	Wheel Mounted, under ¾ yds.	24.27	8.62	4	
1238	Backhoe/Loader combination	24.27	8.62	4	
	Drill Rig Caisson				

1239	Smaller than Watson 2500 and similar	24.27	8.62	4
1240	Watson 2500 similar or larger	24.57	8.62	4
	Loader			
1241	Up to and including 6 cubic yards	24.27	8.62	4
1242	Denver County - Under 6 cubic yards	24.27	8.62	4
1243	Denver County - Over 6 cubic yards	24.42	8.62	4

General Decision No. CO100019				
The wage and fringe benefits listed below reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Motor Grader			
1244	Douglas county - Blade Rough	24.27	8.62	4
1245	Douglas county - Blade Finish	24.57	8.62	4
	Crane			
1246	50 tons and under	24.42	8.62	4
1247	51 to 90 tons	24.57	8.62	4
1248	91 to 140 tons	24.72	8.62	4
	Scraper			
1249	Single bowl under 40 cubic yards	24.42	8.62	4
1250	40 cubic yards and over	24.57	8.62	4
General Decision No. CO100019				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
1251	CARPENTER (Excludes Form Work)	19.27	5.08	
	CEMENT MASON/CONCRETE FINISHER:			
1252	Denver	20.18	5.75	
1253	Douglas	18.75	3.00	
1254	ELECTRICIAN (Excludes Traffic Signal Installation)	35.13	6.83	
1255	FENCE ERECTOR (Excludes Link/Cyclone Fence Erection)	13.02	3.20	
1256	GUARDRAIL INSTALLER	12.89	3.20	
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1257	Denver	12.62	3.21	
1258	Douglas	13.89	3.21	

	IRONWORKERS:			
1259	Reinforcing (Excludes Guardrail Installation)	16.69	5.45	
1260	Structural (Includes Link/Cyclone Fence Erection), (Excludes Guardrail Installation)	18.22	6.01	

General Decision No. CO100019				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORERS:			
1261	Asphalt Raker	16.29	4.25	
1262	Asphalt Shoveler	21.21	4.25	
1263	Asphalt Spreader	18.58	4.65	
	Common or General			
1264	Denver	16.76	6.77	
1265	Douglas	16.29	4.25	
1266	Concrete Saw (Hand Held)	16.29	6.14	
1267	Landscape and Irrigation	12.26	3.16	
	Mason Tender - Cement/Concrete			
1268	Denver	16.96	4.04	
1269	Douglas	16.29	4.25	
	Pipelayer			
1270	Denver	13.55	2.41	
1271	Douglas	16.30	2.18	
	Traffic Control			
1272	Flagger	9.55	3.05	
1273	Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.43	3.22	
	PAINTER:			
1274	Spray Only	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1275	Denver	22.67	8.72	
1276	Douglas	23.67	8.47	
	Asphalt Paver			
1277	Denver	24.97	6.13	
1278	Douglas	25.44	3.50	

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Asphalt Roller			
1279	Denver	23.13	7.55	
1280	Douglas	23.63	6.43	
1281	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1282	Douglas	23.82	6.00	
1283	Bobcat/Skid Loader	15.37	4.28	
1284	Boom	22.67	8.72	
	Broom/Sweeper			
1285	Denver	22.47	8.72	
1286	Douglas	22.96	8.22	
1287	Bulldozer	26.90	5.59	
1288	Concrete Pump	21.60	5.21	
	Drill			
1289	Denver	20.48	4.71	
1290	Douglas	20.71	2.66	
1291	Forklift	15.91	4.68	
	Grader/Blade			
1292	Denver	22.67	8.72	
1293	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1294	Douglas	21.67	8.22	
	Mechanic			
1295	Denver	22.89	8.72	
1296	Douglas	23.88	8.22	

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Oiler			
1297	Denver	23.73	8.41	
1298	Douglas	24.90	7.67	
	Roller/Compactor (Dirt and Grade Compaction)			
1299	Denver	20.30	5.51	
1300	Douglas	22.78	4.86	
1301	Rotomill	16.22	4.41	
	Screed			
1302	Denver	22.67	8.38	
1303	Douglas	29.99	1.40	
1304	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
	Groundsman			
1305	Denver	17.90	3.41	
1306	Douglas	18.67	7.17	
	TRUCK DRIVER:			
	Distributor			
1307	Denver	17.81	5.82	
1308	Douglas	16.98	5.27	
	Dump Truck			
1309	Denver	15.27	5.27	
1310	Douglas	16.39	5.27	
1311	Lowboy Truck	17.25	5.27	
1312	Mechanic	26.48	3.50	
	Multi-Purpose Specialty & Hoisting Truck			
1313	Denver	17.49	3.17	
1314	Douglas	20.05	2.88	

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER (con't.):			
	Pickup and Pilot Car			
1315	Denver County	14.24	3.77	
1316	Douglas County	16.43	3.68	
1317	Semi/Trailer Truck	18.39	4.13	
1318	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1319	Denver County	26.27	5.27	
1320	Douglas County	19.46	2.58	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

END OF GENERAL DECISION NO. CO100019

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program.

If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.