REVISION OF SECTION 103
ESCROW OF PROPOSAL DOCUMENTATION

Section 103 of the Standard Specifications is hereby revised for this project as follows:

Add subsection 103.05 as follows:

103.05 Escrow of Proposal Documentation (EPD). The successful bidder, and subcontractors with subcontracts exceeding $200,000, shall submit all information and calculations used to determine their bid for this project prior to executing the Contract. This documentation hereinafter referred to as "Escrow of Proposal Documentation" or "EPD", will be held in escrow for the duration of the Contract. If necessary, it will be used for the purpose of determining the Contractor's proposal concept, for price adjustments as provided in the Contract, or to resolve any dispute or claim by the Contractor.

(a) *Format.* Bidders and subcontractors are encouraged to submit the EPD in their usual cost-estimating format; a standard format is not required. It is not the intention of this specification to cause extra work during the preparation of a proposal, but to ensure that the documentation will be adequate to enable complete understanding and proper interpretation for the intended use.

The EPD shall clearly itemize the costs for each pay item. Each pay item shall be broken down into components small enough to allow a detailed cost estimate. Costs allocated to each component shall be broken down into the bidder's usual estimate categories such as direct labor, repair labor, equipment parts and supplies, expendable materials, permanent materials, and subcontractor cost as appropriate. Plant and equipment and indirect cost shall be broken down in the bidder’s usual format. Plant and equipment and indirect cost allocations shall be made to each bid item as appropriate. All costs shall be identified.

The EPD shall include quantity takeoffs, construction schedule on which the bid is based, rates of production and progress, calculations, copies and quotes from subcontractors and suppliers, memoranda, narratives, and all other information used by the bidder to arrive at all of the prices contained in the proposal. Manuals standard to the industry that are used by the Contractor may be included by reference to the name, date, and publisher of the manual.

(b) *Submittal.* The EPD shall be submitted to the Engineer in a sealed container, prior to executing the Contract, and shall be clearly marked with the bidder's name, date of submittal, project number, and "Escrow of Proposal Documentation." The EPD shall be accompanied with an affidavit, in the form following this subsection, signed by an individual authorized by the bidder to execute the proposal, stating that the material in the EPD contains all of the information which was used to develop the bid, that the individual has personally examined the contents of the EPD container, and the documentation is correct and complete.

Failure to submit EPDs as herein required will be cause for rejection of the proposal.

The successful bidder agrees, as a condition of award of the Contract, that the EPD constitutes all the assumptions and information used in the preparation of its proposal, and that no other proposal preparation information shall be considered in evaluating disputes or claims.

(c) *Storage.* The EPDs are, and shall remain, the property of the Contractor or subcontractors who prepared them and they are subject to use as provided herein. The EPDs shall be placed in escrow during the life of the Contract, in a banking institution or other bonded document storage facility suggested by the Engineer and acceptable to the Contractor. The cost of storage shall be paid by the Contractor.

(d) *Examination.* The EPDs may be examined at any time deemed necessary by the Engineer or the Contractor, in conjunction with settling disputes, claims, or contract modification orders. When the Engineer or Contractor determine that it will be necessary to review an EPD, the EPD shall be reviewed by the Engineer and either the prime Contractor or the subcontractor that submitted the EPD. If the prime Contractor and the subcontractor agree, in writing, the prime Contractor may be present when the subcontractor's EPD is reviewed. Examination of the EPD is subject to the following conditions:

(1) The EPDs are proprietary and confidential and shall be treated as such.

(2) The Engineer and the Contractor shall each designate three representatives who are authorized to examine the EPDs. In addition, the Contractor shall designate one additional representative for every EPD submitted by subcontractors.

(3) Each party shall designate a representative to receive notice of examination of the EPD.

(4) Prior to examining the EPD 24 hours written notice shall be given to the other party, so that the examination can be witnessed by the other party. The notice shall include a list of the bid items or areas of work that will be examined.

(5) An authorized representative of the Engineer and the Contractor shall be present (1) to gain access to the EPD, and (2) during all examinations of the EPD. At no time will the EPD be allowed sole possession by either party.

(6) Following each examination, the EPD will be resealed and returned to the escrow institution, in the presence of an authorized representative of the Engineer and the Contractor.

(e) *Subcontracting.* If the successful bidder's proposal is based upon subcontracting any part of the work, the successful bidder shall then require each subcontractor whose total subcontract price exceeds $200,000 to provide a separate EPD to the Engineer, to be submitted at the same time as the bidder's EPD. The EPDs shall comply with the requirements of this subsection. A separate EPD affidavit, signed by the individual subcontractor, shall accompany the subcontractor's EPD.

If the Contractor wishes to subcontract any portion of the work after executing the Contract, or change subcontractors, the Engineer retains the right to require the subcontractor to submit an EPD in accordance with this subsection before the subcontract is approved.

(f) *Return.* The EPDs will be returned to the Contractor and subcontractors after all claims, disputes, and litigation have been resolved, final payment on the Contract has been made and accepted, and the Contractor submits a signed statement that no further claims shall be submitted on any project to which the EPDs are applicable.

ESCROW OF PROPOSAL DOCUMENTATION AFFIDAVIT

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ESCROW OF PROPOSAL DOCUMENTATION CONTAINED HEREIN CONTAINS ALL OF THE INFORMATION WHICH WAS USED TO DEVELOP THE PROPOSAL AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND THAT THE DOCUMENTATION IS CORRECT AND COMPLETE IN ACCORDANCE WITH SUBSECTION 103.05. SUBMITTAL BY THE CONTRACTOR OF A CLAIM WHICH IS NOT CONSISTENT WITH THE CONTENTS OF THESE PROPOSAL PREPARATION DOCUMENTS SHALL RESULT IN DENIAL OF THE CLAIM.

By:_____

Title:_____

Firm:_____

Date of Submission:_____

Project Number:_____

REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Delete subsections 105.22, 105.23 and 105.24 and replace with the following:

105.22 Dispute Resolution. Subsections 105.22, 105.23, and 105.24 detail the process through which the parties (CDOT and the Contractor) agree to resolve any issue that may result in a dispute. The intent of the process is to resolve issues early, efficiently, and as close to the project level as possible. Figure 105-1 in the standard special provisions outlines the process. Specified time frames may be extended by mutual agreement of the Engineer and the Contractor. In these subsections, when a time frame ends on a Saturday, Sunday or holiday, the time frame shall be extended to the next scheduled work day.

A dispute is a disagreement concerning contract price, time, interpretation of the Contract, or all three between the parties at the project level regarding or relating to the Contract. Disputes include, but are not limited to, any disagreement resulting from a delay, a change order, another written order, or an oral order from the Project Engineer, including any direction, instruction, interpretation, or determination by the Project Engineer, interpretations of the Contract provisions, plans, or specifications or the existence of alleged differing site conditions.

The term "merit" refers to the right of a party to recover on a claim or dispute, irrespective of quantum, based on the substance, elements, and grounds of that claim or dispute. The term "quantum" refers to the quantity or amount of compensation or time deserved when a claim or dispute is found to have merit.

Disputes from subcontractors, material suppliers, or any other entity not party to the Contract shall be submitted through the Contractor. Review of a pass-through dispute does not create privity of Contract between CDOT and the subcontractor.

If CDOT does not respond within the specified timelines, the Contractor may advance the dispute to the next level.

When the Project Engineer is a Consultant Project Engineer, actions, decisions, and determinations specified herein as made by the Project Engineer shall be made by the Resident Engineer.

The dispute resolution process set forth in this subsection shall be exhausted in its entirety prior to initiation of litigation or arbitration. Failure to comply with the requirements set forth in this subsection shall bar either party from any further administrative, equitable, or legal remedy. If a deadline is missed that does not prejudice either party, further relief shall be allowed.

All disputes and claims shall be submitted within 30 days of the date of the certified letter submitting the CDOT Form 96, Contractor Acceptance of Final Estimate, to the Contractor. Failure to submit a dispute or claim within this time period releases the State of Colorado from all disputes and claims for which notice has not already been submitted in accordance with the Contract.

All disputes and claims seeking damages calculated on a Total Cost or Modified Total Cost basis will not be considered unless the party asserting such damages establishes all the legal requirements therefore, which include:

(1) The nature of the particular losses makes it impossible or highly impractical to determine them with a reasonable degree of accuracy.

(2) The Contractor’s bid or estimate was realistic.

(3) The Contractor’s actual costs were reasonable.

(4) The Contractor was not responsible for the cost overrun.

Should the Contractor's dispute use the Total Cost approach for calculating damages, damages will be determined by subtracting the contract amount from the total cost of performance. Should the Contractor's dispute use the Modified Total Cost approach for calculating damages, if the Contractor's bid was unrealistic in part, and/or some of its costs were unreasonable and/or some of its damages were caused by its own errors, those costs and damages will be deducted from the total cost of performance to arrive at the Modified Total Cost. The Total Cost or Modified Total Cost basis for calculating damages shall not be available for any disputes or claims seeking damages where the Contractor could have kept separate cost records at the time the dispute arose as described in subsection 105.22(a).

(a) *Document Retention*. The Contractor shall keep full and complete records of the costs and additional time incurred for each dispute for a period of at least three years after the date of final payment or until dispute is resolved, whichever is more. The Contractor, subcontractors, and lower tier subcontractors shall provide adequate facilities, acceptable to the Engineer, for an audit during normal business hours. The Contractor shall permit the Engineer or Department auditor to examine and copy those records and all other records required by the Engineer to determine the facts or contentions involved in the dispute. The Contractor shall identify and segregate any documents or information that the Contractor considers particularly sensitive, such as confidential or proprietary information.

Throughout the dispute, the Contractor and the Project Engineer shall keep complete daily records of extra costs and time incurred, in accordance with the following procedures:

1. Daily records shall identify each operation affected, the specific locations where work is affected, and the potential effect to the project's schedule. Such records shall also reflect all labor, material, and equipment applicable to the affected operations.
2. On the first work day of each week following the date of the written notice of dispute, the Contractor shall provide the Project Engineer with the daily records for the preceding week. If the Contractor's records indicate costs greater than those kept by the Department, the Project Engineer will meet with the Contractor and present his records to the Contractor at the meeting. The Contractor shall notify the Engineer in writing within three work days of any inaccuracies noted in, or disagreements with, the Department's records.

(b) *Initial Dispute Resolution Process*. To initiate the dispute resolution process the Contractor shall provide a written notice of dispute to the Project Engineer upon the failure of the Parties to resolve the issue through negotiation. Disputes will not be considered unless the Contractor has first complied with specified issue resolution processes such as those specified in subsections 104.02, 106.05, 108.07(a), and 108.07(d).

The Contractor shall supplement the written notice of dispute within 15 days with a written Request for Equitable Adjustment (REA) providing the following:

(1) The date of the dispute

(2) The nature of the circumstances which caused the dispute

(3) A statement explaining in detail the specific provisions of the Contract and any basis, legal or factual, which support the dispute.

(4) If any, the estimated quantum, calculated in accordance with methods set forth in subsection 105.24(b)12., of the dispute with supporting documentation

(5) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall submit as much information on the quantum and impacts to the Contract time as is reasonably available with the REA and then supplement the REA as additional information becomes available. If the dispute escalates to the DRB process the DRB shall not hear any issue or consider any information that was not contained in the Request for Equitable Adjustment and fully submitted to the Project Engineer and Resident Engineer during the 105.22 process.

(c) *Project Engineer Review*. Within 15 days after receipt of the REA, the Project Engineer will meet with the Contractor to discuss the merits of the dispute. Within seven days after this meeting, the Project Engineer will issue a written decision on the merits of the dispute.

The Project Engineer will either deny the merits of the dispute or notify the Contractor that the dispute has merit. This determination will include a summary of the relevant facts, Contract provisions supporting the determination, and an evaluation of all scheduling issues that may be involved.

If the dispute is determined to have merit, the Contractor and the Project Engineer will determine the adjustment in payment, schedule, or both within 30 days. When a satisfactory adjustment is determined, it shall be implemented in accordance with subsections 106.05, 108.08, 109.04, 109.05 or 109.10 and the dispute is resolved.

If the Contractor accepts the Project Engineer's denial of the merits of the dispute, the dispute is resolved and no further action will be taken. If the Contractor does not respond in seven days, it will be assumed he has accepted the denial. If the Contractor rejects the Project Engineer's denial of the merits of the dispute or a satisfactory adjustment of payment or schedule cannot be agreed upon within 30 days, the Contractor may further pursue resolution of the dispute by providing written notice to the Resident Engineer within seven days, according to subsection 105.22(d).

(d) *Resident Engineer Review.* Within seven days after receipt of the Contractor's written notice to the Resident Engineer of unsatisfactory resolution of the dispute, the Project Engineer and Resident Engineer will meet with the Contractor to discuss the dispute. Meetings shall continue weekly for a period of up to 30 days and shall include a Contractor's representative with decision authority above the project level.

If these meetings result in resolution of the dispute, the resolution will be implemented in accordance with subsections 108.08, 109.04, 109.05, or 109.10 and the dispute is resolved.

If these meetings do not result in a resolution or the participants mutually agree that they have reached an impasse, the dispute shall be presented to the Dispute Review Board in accordance with subsection 105.23.

105.23 Dispute Review Board. A Dispute Review Board (DRB) is an independent third party that will provide specialized expertise in technical areas and administration of construction contracts. The DRB will assist in and facilitate the timely and equitable resolution of disputes between CDOT and the Contractor in an effort to avoid animosity and construction delays, and to resolve disputes as close to the project level as possible. The DRB shall be established and operate as provided herein and shall serve as an independent and impartial board.

There are two types of DRBs: the "On Demand DRB" and the "Standing DRB". The DRB shall be an "On Demand DRB" unless a "Standing DRB" is specified in the Contract. An On Demand DRB shall be established only when the Project Engineer initiates a DRB review in accordance with subsection 105.23(a). A Standing DRB, when specified in the Contract, shall be established at the beginning of the project.

(a) *Initiation of Dispute Review Board Review*. When a dispute has not been resolved in accordance with subsection 105.22, the Project Engineer will initiate the DRB review process within 5 days after the period described in subsection 105.22(d).

(b) *Formation of Dispute Review Board*. DRBs will be established in accordance with the following procedures:

1. CDOT, in conjunction with the Colorado Contractors Association, will maintain a statewide list of suggested DRB candidates experienced in construction processes and the interpretation of contract documents and the resolution of construction disputes. The Board members shall be experienced in highway and transportation projects. After December 31, 2013 only individuals who have completed training (currently titled DRB Administration & Practice Training) through the Dispute Resolution Board Foundation or otherwise approved by CDOT can be a DRB member. When a DRB is formed, the parties shall execute the agreement set forth in subsection 105.23(l).

2. If the dispute has a value of $250,000 or less, the On Demand DRB shall have one member. The Contractor and CDOT shall select the DRB member and execute the agreement within 30 days of initiating the DRB process. If the parties do not agree on the DRB member, each shall select five candidates. Each party shall numerically rank their list using a scale of one to five with one being their

first choice and five being their last choice. If common candidates are listed, but the parties cannot agree, that common candidate with the lowest combined numerical ranking shall be selected. If there is no common candidate, the lists shall be combined and each party shall eliminate three candidates from the list. Each party shall then numerically rank the remaining candidates, with No. 1 being the first choice. The candidate with the lowest combined numerical ranking shall be the DRB member. The CDOT Project Engineer will be responsible for having all parties execute the agreement.

3. If the dispute has a value over $250,000, the On Demand DRB shall have three members. The Contractor and CDOT shall each select a member and those two members shall select a third. Once the third member is approved the three members will nominate one of them to be the Chair and execute the agreement within 45 days of initiating the DRB process.

4. The Standing DRB shall always have three members. The Contractor and CDOT shall each select a member and those two members shall select a third member. Once the third member is approved the three members will nominate one of them to be the Chair.. The Contractor and CDOT shall submit their proposed Standing DRB members within 5 days of execution of the Contract. The third member shall be selected within 15 days of execution of the Contract. Prior to construction starting the parties shall execute the Three Party Agreement. The CDOT Project Engineer will be responsible for having all parties execute the agreement. The Project Engineer will invite the Standing DRB members to the Preconstruction and any Partnering conferences.

5. DRB members shall not have been involved in the administration of the project under consideration. DRB candidates shall disclose to the parties the following relationships:

   (1) Prior employment with either party

   (2) Prior or current financial interests or ties to either party

   (3) Prior or current professional relationships with either party

   (4) Anything else that might bring into question the impartiality or independence of the DRB member

   (5) Prior to agreeing to serve on a DRB, members shall notify all parties of any other CDOT DRB's they are serving or that they will be participating in another DRB.

   If either party objects to the selection of a potential DRB member based on the disclosures of the potential member, that potential member shall not be placed on the Board.

6. There shall be no ex parte communications with the DRB at any time.

7. The service of a Board member may be terminated only by written agreement of both parties.

8. If a Board member resigns, is unable to serve, or is terminated, a new Board member shall be selected within four weeks in the same manner as the Board me member who was removed was originally selected.

(c) *Additional Responsibilities of the Standing Disputes Review Board*

1. General. Within 120 days after the establishment of the Board, the Board shall meet at a mutually agreeable location to:

   (1) Obtain copies of the Contract documents and Contractor's schedules for each of the Board members.

   (2) Agree on the location of future meetings, which shall be reasonably close to the project site.

   (3) Establish an address and telephone number for each Board member for the purposes of Board business.

2. Regular meetings. Regular meetings of the Board shall be held approximately every 120 to 180 days throughout the life of the Contract, except that this schedule may be modified to suit developments on the job as the work progresses. Regular meetings shall be attended by representatives of the Contractor and the Department.

3. The Board shall establish an agenda for each meeting which will cover all items that the Board considers necessary to keep it abreast of the project such as construction status, schedule, potential problems and

solutions, status of past claims and disputes, and potential claims and disputes. Copies of each agenda shall be submitted to the Contractor and the Department at least seven days before the meeting date. Oral or written presentations or both shall be made by the Contractor and the Department as necessary to give the Board all the data the Board requires to perform its functions. The Board will prepare minutes of each meeting, circulate them to all participants for comments and approval, and issue revised minutes before the next meeting. As a part of each regular meeting, a field inspection trip of all active segments of the work at the project site may be made by the Board, the Contractor, and the Department.

4. Advisory Opinions

   (1) Advisory opinions are typically used soon after the parties find they have a potential dispute and have conducted preliminary negotiations but before expenditure of additional resources and hardening their positions. Advisory opinions provide quick insight into the DRB's likely assessment of the dispute. This process is quick and may be entirely oral and does not prejudice the opportunity for a DRB hearing.
   (2) Both parties must agree to seek an advisory opinion and so notify the chairperson. The procedure for requesting and issuing advisory opinions should be discussed with the DRB at the first meeting with the parties.
   (3) The DRB may or may not issue a written opinion, but if a written advisory opinion is issued, it must be at the specific request of both parties.
   (4) The opinion is only advisory and does not require an acceptance or rejection by either party. If the dispute is not resolved and a hearing is held, the oral presentations and advisory opinion are completely disregarded and the DRB hearing procedure is followed.
   (5) Advisory opinions should be limited to merit issues only.

(d) *Arranging a Dispute Review Board Hearing*. When the Project Engineer initiates the DRB review process, the Project Engineer will:

1. Contact the Contractor and the DRB to coordinate an acceptable hearing date and time. The hearing shall be held at the Resident Engineer's office unless an alternative location is agreed to by both parties. Unless otherwise agreed to by both parties the DRB hearing will be held within 30 days after the DRB agreement is signed by the CDOT Chief Engineer.
2. Ensure DRB members have copies of all documents previously prepared by the Contractor and CDOT pertaining to the dispute, the DRB request, the Contract documents, and the special provisions at least two weeks before the hearing.

(e) *Pre-Hearing Submittal*: At least fifteen days prior to the hearing, CDOT and the Contractor shall submit by e-mail to the DRB Chairperson their parties pre-hearing position paper. The DRB Chairperson shall simultaneously distribute by e-mail the pre-hearing position papers to all parties and other DRB members, if any. At the same time, each party shall submit a copy of all its supporting documents to be used at the hearing to all DRB Members and the other party unless the parties have agreed to a common set of documents as discussed in #2 below. In this case, CDOT shall submit the common set of documents to the Board and the Contractor. The pre-hearing position paper shall contain the following:

1. A joint statement of the dispute, and the scope of the desired decision. The joint statement shall summarize in a few sentences the nature of the dispute. If the parties are unable to agree on the wording of the joint statement, each party's position paper shall contain both statements, and identify the party authoring each statement. The parties shall agree upon a joint statement at least 20 days prior to the hearing and submit it to the DRB or each party's independent statement shall be submitted to the DRB and the other party at least 20 days prior to the hearing.

2. The basis and justification for the party's position, with reference to specific contract language and other supporting documents for each element of the dispute. To minimize duplication and repetitiveness, the parties may identify a common set of documents that will be referred to by both parties and submit them in a separate package to the DRB. The engineer will provide a hard copy of the project plans and Project

and Standard Special Provisions, if necessary, to the DRB. Other standard CDOT documents such as Standard Specifications and M&S Standards are available on the CDOT website.

(1) If any party contends that they are not necessary to the proceedings, the DRB shall determine that issue in the first instance. Should the DRB determine that a dispute does not involve a party, that party shall be relieved from participating in the DRB hearing and paying any further DRB costs.
(2) When the scope of the hearing includes quantum, the requesting party's position paper shall include full cost details, calculated in accordance with methods set forth in subsection 105.24(b)12. The Scope of the hearing will not include quantum if CDOT has ordered an audit and that audit has not been completed.

3. A list of proposed attendees at the hearing. In the event of any disagreement, the DRB shall make the final determination as to who attends the hearing.

4. A list of any intended experts including their qualifications and a summary of what their presentation will include and an estimate of the length of the presentation.

The number of copies, distribution requirements, and time for submittal shall be established by the DRB and communicated to the parties by the Chairperson.

A pre-hearing phone conference with all DRB members and the parties shall be conducted as soon as a hearing date is established but no later than 10 days prior to the hearing. The DRB Chairperson shall explain the specifics of how the hearing will be conducted including how the two parties will present their information to the DRB (Ex: Each party makes a full presentation of their position or presentations will be made on a “point by point” basis with each party making a presentation only on an individual dispute issue before moving onto to the next issue). If the pre-hearing position papers and documents have been received by the Board prior to the conference call, the DRB Chairperson shall at this conference discuss the estimated hours of review and research activities for this dispute (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB). If the pre-hearing position papers and documents have not been received by the Board prior to the conference call, another conference call will be scheduled during the initial conference call to discuss the estimated hours of review. Compensation for time agreed to in advance by the parties will be made at an agreed rate of $125 per hour in accordance with subsection 105.23 (k) 2. Compensation for the phone conference time will also be made at an agreed to rate of $125 per hour in accordance with subsection 105.23 (k) 2. The Engineer shall coordinate the phone conference.

(f) *Dispute Review Board Hearing.* The DRB shall preside over a hearing. The chairperson shall control the hearing and conduct it as follows:

1. An employee of CDOT presents a brief description of the project and the status of construction on the project.

2. The party that requested the DRB presents the dispute in detail as supported by previously submitted information and documentation in the pre-hearing position paper. No new information or disputes will be heard or addressed by the DRB.

3. The other party presents its position in detail as supported by previously submitted information and documentation in the pre-hearing position paper. No new information or disputes will be heard or addressed by the DRB.

4. Employees of each party are responsible for leading presentations at the DRB hearing.

5. Attorneys shall not participate in the hearing unless the DRB specifically addresses an issue to them or unless agreed to by both parties. Should the parties disagree on attorney participation, the DRB shall decide on what, if any, participation will be permitted. Attorneys representing the parties are permitted to attend the hearing, provided their presence has been noted in the pre-hearing submittal.

6. Either party may use experts. A party intending to offer an outside expert's analysis at the hearing shall

disclose such intention in the pre-hearing position paper. The expert's name and a general statement of the area of the dispute that will be covered by his presentation shall be included in the disclosure. The other party may present an outside expert to address or respond to those issues that may be raised by the disclosing party's outside expert.

7. If both parties approve, the DRB may retain an outside expert. The DRB chairperson shall include the cost of the outside expert in the DRB's regular invoice. CDOT and the Contractor shall equally bear the cost of the services of the outside expert employed by the DRB.

8. Upon completion of their presentations and rebuttals, both parties and the DRB will be provided the opportunity to exchange questions and answers. All questions shall be directed to the chairperson first. Attendees may respond only when board members request a response.

9. The DRB shall hear only those disputes identified in the written request for the DRB and the information contained in the pre-hearing submittals. The board shall not hear or address other disputes. If either party attempts to discuss a dispute other than those to be heard by the DRB or attempts to submit new information, the chairperson shall inform such party that the board shall not hear the issue and shall not accept any additional information. The DRB shall not hear any issue or consider any information that was not contained in the Request for Equitable Adjustment and fully submitted to the Project Engineer and Resident Engineer during the 105.22 process.

10. If either party fails to timely deliver a position paper, the DRB may reschedule the hearing one time. On the final date and time established for the hearing, the DRB shall proceed with the hearing using the information that has been submitted.

11. If a party fails to appear at the hearing, the DRB shall proceed as if all parties were in attendance.

(g) *Dispute Review Board Recommendation*. The DRB shall issue a Recommendation in accordance with the following procedures:

1. The DRB shall not make a recommendation on the dispute at the meeting. Prior to the closure of the hearing, the DRB members and the Contractor and CDOT together will discuss the time needed for analysis and review of the dispute and the issuance of the DRB's recommendation. The maximum time shall be 30 days unless otherwise agreed to by both parties. At a minimum, the recommendation shall contain all the elements listed in Rule 35, Form of Award, of the Arbitration Regular Track Provisions listed at the end of subsection 105.24.

2. After the meeting has been closed, the DRB shall prepare a written Recommendation signed by each member of the DRB. In the case of a three member DRB, where one member dissents that member shall prepare a written dissent and sign it.

3. The chairperson shall transmit the signed Recommendation and any supporting documents to both parties.

(h) *Clarification and Reconsideration of Recommendation.* Either party may request clarification or reconsideration of a decision within ten days following receipt of the Recommendation. Within ten days after receiving the request, the DRB shall provide written clarification or reconsideration to both parties unless otherwise agreed to by both parties.

Requests for clarification or reconsideration shall be submitted in writing simultaneously to the DRB and to the other party.

The Board shall not accept requests for reconsideration that amount to a renewal of a prior argument or additional argument based on facts available at the time of the hearing. The Board shall not consider any documents or arguments which have not been made a part of the pre-hearing submittal other than clarification and data supporting previously submitted documentation.

Only one request for clarification or reconsideration per dispute from each party will be allowed.

(i) *Acceptance or Rejection of Recommendation.* CDOT and the Contractor shall submit their written acceptance or rejection of *the* Recommendation, in whole or in part, concurrently to the other party and to the DRB within 14 days after receipt of the Recommendation or following receipt of responses to requests for clarification or reconsideration.

If the parties accept the Recommendation or a discreet part thereof, it will be implemented in accordance with subsections 108.08, 109.04, 109.05, or 109.10 and the dispute is resolved.

If either party rejects the Recommendation in whole or in part, it shall give written explanation to the other party within 14 days after receiving the Recommendation. When the Recommendation is rejected in whole or in part by either party, the other party may either abandon the dispute or pursue a formal claim in accordance with subsection 105.24.

If either party fails to submit its written acceptance or rejection of the Dispute Board's recommendation, according to these specifications, such failure shall constitute that party's acceptance of the Board's recommendation.

(j) *Admissibility of Recommendation*. Recommendations of a DRB issued in accordance with subsection 105.23 are admissible in subsequent proceedings but shall be prefaced with the following paragraph:

This Recommendation may be taken under consideration with the understanding that:

1. The DRB Recommendation was a proceeding based on presentations by the parties.
2. No fact or expert witnesses presented sworn testimony or were subject to cross-examination.
3. The parties to the DRB were not provided with the right to any discovery, such as production of documents or depositions.
4. There is no record of the DRB hearing other than the Recommendation.

(k) *Cost and Payments.*

1. General Administrative Costs. The Contractor and the Department shall equally share the entire cost of the following to support the Board's operation:

   (1) Copies of Contract and other relevant documentation
   (2) Meeting space and facilities
   (3) Secretarial Services
   (4) Telephone
   (5) Mail
   (6) Reproduction
   (7) Filing

2. The Department and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of $1,200 per day if time spent on-site per meeting is greater than four hours. Each DRB board member shall be compensated at an agreed rate of $800 per day if time spent on-site per meeting is less than or equal to four hours. The time spent traveling to and from each meeting shall be reimbursed at $50 per hour if the travel distance is more than 50 miles. The agreed daily and travel time rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel of more than 50 miles and incidentals for each day, or portion thereof that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the Department and Contractor. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of $125 per hour. The agreed amount of $125 per hour shall include all incidentals. Members serving on more than one DRB, regardless of the number of

meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project.

3. Payments to Board Members and General Administrative Costs. Each Board member shall submit an invoice to the Contractor for fees and applicable expenses incurred each month following a month in which the Board members participated in Board functions. Such invoices shall be in the format established by the Contractor and the Department. The Contractor shall submit to the Department copies of all invoices. No markups by the Contractor will be allowed on any DRB costs. The Department will split the cost by authorizing 50 percent payment on the next progress payment. The Contractor shall make all payments in full to Board members within seven calendar days after receiving payment from the Department for this work.

(l) *Dispute Review Board Three Party Agreement.*

DISPUTE REVIEW BOARD
THREE PARTY AGREEMENT
COLORADO PROJECT NO.

THIS THREE PARTY AGREEMENT, made as of the date signed by the Chief Engineer below, by and between: the Colorado Department of Transportation, hereinafter called the "Department"; and

_____,
hereinafter called the "Contractor"; and

_____,
_____,
_____,
and

_____,
hereinafter called the "Dispute Review Board" or "Board".

WHEREAS, the Department is now engaged in the construction of the
_____[Project Name]_____

and

WHEREAS, the Contract provides for the establishment of a Board in accordance with subsections 105.22 and 105.23 of the specifications.

NOW, THEREFORE, it is hereby agreed:

ARTICLE I
DESCRIPTION OF WORK AND SERVICES

The Department and the Contractor shall form a Board in accordance with this agreement and the provisions of subsection 105.23.

ARTICLE II
COMMITMENT ON PART OF THE PARTIES HERETO

The parties hereto shall faithfully fulfill the requirements of subsection 105.23 and the requirements of this agreement.

ARTICLE III
COMPENSATION

The parties shall share equally in the cost of the Board, including general administrative costs (meeting space and facilities, secretarial services, telephone, mail, reproduction, filing) and the member's individual fees. Reimbursement of the Contractor's share of the Board expenses for any reason is prohibited.

The Contractor shall make all payments in full to Board members. The Contractor will submit to the Department an itemized statement for all such payments, and the Department will split the cost by including 50 percent payment on the next progress payment. The Contractor and the Department will agree to accept invoiced costs prior to payment by the Contractor.

Board members shall keep all fee records pertaining to this agreement available for inspection by representatives of the Department and the Contractor for a period of three years after the termination of the Board members' services.

Payment to each Board member shall be at the fee rates established in subsection 105.23 and agreed to by each Board member, the Contractor, and the Department. In addition, reimbursement will be made for applicable expenses.

Each Board member shall submit an invoice to the Contractor for fees incurred each month following a month in which the members participated in Board functions. Such invoices shall be in the format established by the Contractor and the Department.

Payments shall be made to each Board member within 60 days after the Contractor and Department have received all the applicable billing data and verified the data submitted by that member. The Contractor shall make payment to the Board member within seven calendar days of receipt of payment from the Department.

ARTICLE IV
ASSIGNMENT

Board members shall not assign any of the work to be performed by them under this agreement. Board members shall disclose any conflicts of interest including but not limited to any dealings with the either party in the previous five years other than serving as a Board member under other contracts.

ARTICLE V
COMMENCEMENT AND TERMINATION OF SERVICES

The commencement of the services of the Board shall be in accordance with subsection 105.23 of the specifications and shall continue until all assigned disputes under the Contract which may require the Board's services have been heard and a Recommendation has been issued by the Board as specified in subsection 105.23. If a Board member is unable to fulfill his responsibilities for reasons specified in subsection 105.23(b)7, he shall be replaced as provided therein, and the Board shall fulfill its responsibilities as though there had been no change.

ARTICLE VI
LEGAL RELATIONS

The parties hereto mutually agree that each Board member in performance of his duties on the Board is acting as an independent contractor and not as an employee of either the Department or the Contractor. Board members will guard their independence and avoid any communication about the substance of the dispute without both parties being present.

The Board members are absolved of any personal liability arising from the Recommendations of the Board. The parties agree that members of the dispute review board panel are acting as mediators for purposes of C.R.S. § 13-22-302(4) and, as such, the liability of any dispute review board member shall be limited to willful and wanton misconduct as provided for in C.R.S. § 13-22-305(6)

DISPUTE REVIEW BOARD
THREE PARTY AGREEMENT PAGE 3
COLORADO PROJECT NO.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

BOARD MEMBER: _____.

BY: _____.

BOARD MEMBER: _____.

BY: _____.

BOARD MEMBER: _____.

BY: _____.

CONTRACTOR: _____.

BY: _____.
TITLE:

COLORADO DEPARTMENT OF TRANSPORTATION

BY: _____ Date: _____.
TITLE: CHIEF ENGINEER

105.24 Claims for Unresolved Disputes. The Contractor may file a claim only if the disputes resolution process described in subsections 105.22 and 105.23 has been exhausted without resolution of the dispute. Other methods of nonbinding dispute resolution, exclusive of arbitration and litigation, can be used if agreed to by both parties.

This subsection applies to any unresolved dispute or set of disputes between CDOT and the Contractor with an aggregate value of more than $15,000. Unresolved disputes with an aggregate value of more than $15,000 from subcontractors, materials suppliers or any other entity not a party to the Contract shall be submitted through the Contractor in accordance with this subsection as a pass-through claim. Review of a pass-through claim does not create privity of Contract between CDOT and any other entity.

Subsections 105.22, 105.23 and 105.24 provide both contractual alternative dispute resolution processes and constitute remedy-granting provisions pursuant to Colorado Revised Statutes which must be exhausted in their entirety.

12
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

Merit-binding arbitration or litigation proceedings must commence within 180-calendar days of the Chief Engineer's decision, absent written agreement otherwise by both parties.

The venue for all unresolved disputes with an aggregate value $15,000 or less shall be the County Court for the City and County of Denver.

Non-binding Forms of alternative dispute resolution such as Mediation are available upon mutual agreement of the parties for all claims submitted in accordance with this subsection.

The cost of the non-binding ADR process shall be shared equally by both parties with each party bearing its own preparation costs. The type of nonbinding ADR process shall be agreed upon by the parties and shall be conducted within the State of Colorado at a mutually acceptable location. Participation in a nonbinding ADR process does not in any way waive the requirement that merit-binding arbitration or litigation proceedings must commence within 180-calendar days of the Chief Engineer's decision, absent written agreement otherwise by both parties.

(a) *Notice of Intent to File a Claim*.

Within 30 days after rejection of the Dispute Resolution Board's Recommendation issued in accordance with subsection 105.23, the Contractor shall provide the Region Transportation Director with a written notice of intent to file a claim. The Contractor shall also send a copy of this notice to the Resident Engineer. For the purpose of this subsection Region Transportation Director shall mean the Region Transportation Director or the Region Transportation Director's designated representative. CDOT will acknowledge in writing receipt of Notice of Intent within 7 days.

(b) *Claim Package Submission*. Within 60 days after submitting the notice of intent to file a claim, the Contractor shall submit five copies of a complete claim package representing the final position the Contractor wishes to have considered. All claims shall be in writing and in sufficient detail to enable the RTD to ascertain the basis and amount of claim. The claim package shall include all documents supporting the claim, regardless of whether such documents were provided previously to CDOT.

If requested by the Contractor the 60 day period may be extended by the RTD in writing prior to final acceptance. As a minimum, the following information shall accompany each claim.

1. A claim certification containing the following language, as appropriate:

A. For a direct claim by the Contractor:

CONTRACTOR'S CLAIM CERTIFICATION

Under penalty of law for perjury or falsification, the undersigned,_____(name)_____, (title)_____, of _____(company)_____, hereby certifies that the claim of $_____for extra compensation and ___ Days additional time, made herein for work on this contract is true to the best of my knowledge and belief and supported under the Contract between the parties.

This claim package contains all available documents that support the claims made herein and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.

Dated _____/s/_____

Subscribed and sworn before me this __ day of_____.

_____

NOTARY PUBLIC

My Commission Expires: _____

B. For a pass-through claim:

PASS-THROUGH CLAIM CERTIFICATION

13
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

Under penalty of law for perjury or falsification, the undersigned, _____(name)_____, _____(title)_____, of _____(company)_____, hereby certifies that the claim of $_____ for extra compensation and ____ Days additional time, made herein for work on this Project is true to the best of my knowledge and belief and supported under the contract between the parties.

This claim package contains all available documents that support the claims made herein and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.

Dated _____/s/_____

Subscribed and sworn before me this __day of _____ .

_____
NOTARY PUBLIC

My Commission Expires: _____

Dated _____/s_____

The Contractor certifies that the claim being passed through to CDOT is passed through in good faith and is accurate and complete to the best of my knowledge and belief.

Dated _____/s/_____

Subscribed and sworn before me this __ day of _____.

_____
NOTARY PUBLIC

My Commission Expires: _____

2. A detailed factual statement of the claim for additional compensation, time, or both, providing all necessary dates, locations, and items of work affected by the claim. The Contractor's detailed factual statement shall expressly describe the basis of the claim and factual evidence supporting the claim. This requirement is not satisfied by simply incorporating into the claim package other documents that describe the basis of the claim and supporting factual evidence.
3. The date on which facts were discovered which gave rise to the claim.
4. The name, title, and activity of all known CDOT, Consultant, and other individuals who may be knowledgeable about facts giving rise to such claim.
5. The name, title, and activity of all known Contractor, subcontractor, supplier and other individuals who may be knowledgeable about facts giving rise to such claim.
6. The specific provisions of the Contract, which support the claim and a statement of the reasons why such provisions support the claim.
7. If the claim relates to a decision of the Project Engineer, which the Contract leaves to the Project Engineer's discretion, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Project Engineer.
8. The identification of any documents and the substance of all oral communications that support the claim.
9. Copies of all known documents that support the claim.
10. The Dispute Review Board Recommendation.
11. If an extension of contract time is sought, the documents required by subsection 108.08(d).
12. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:

    A. These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:

        (1) Actual wages and benefits, including FICA, paid for additional labor
        (2) Costs for additional bond, insurance and tax

(3) Increased costs for materials
(4) Equipment costs calculated in accordance with subsection 109.04(c) for Contractor owned equipment and based on certified invoice costs for rented equipment
(5) Costs of extended job site overhead
(6) Salaried employees assigned to the project
(7) Claims from subcontractors and suppliers at any level (the same level of detail as specified herein is required for all such claims)
(8) An additional 16 percent will be added to the total of items (1) through (7) as compensation for items for which no specific allowance is provided, including profit and home office overhead.
(9) Interest shall be paid in accordance with CRS 5-12-102 beginning from the date of the Notice of Intent to File Claim

B. In adjustment for the costs as allowed above, the Department will have no liability for the following items of damages or expense:

(1) Profit in excess of that provided in 12.A.(8) above
(2) Loss of Profit
(3) Additional cost of labor inefficiencies in excess of that provided in A. above
(4) Home office overhead in excess of that provided in A. above
(5) Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency
(6) Indirect costs or expenses of any nature in excess of that provided in A. above
(7) Attorney's fees, claim preparation fees, and expert fees

(c) *Audit.* An audit may be performed by the Department for any dispute or claim, and is mandatory for all disputes and claims with amounts greater than $250,000. All audits will be complete within 60 days of receipt of the complete claim package, provided the Contractor allows the auditors reasonable and timely access to the Contractor's books and records. For all claims with amounts greater than $250,000 the Contractor shall submit a copy of certified claim package directly to the CDOT Audit Unit at the following address:

Division of Audit
4201 E. Arkansas Ave
Denver, Co. 80222

(d) *Region Transportation Director Decision*. When the Contractor properly files a claim, the RTD will review the claim and render a written decision to the Contractor to either affirm or deny the claim, in whole or in part, in accordance with the following procedure.

The RTD may consolidate all related claims on a project and issue one decision, provided that consolidation does not extend the time period within which the RTD is to render a decision. Consolidation of unrelated claims will not be made.

The RTD will render a written decision to the Contractor within 60 days after the receipt of the claim package or receipt of the audit whichever is later. In rendering the decision, the RTD: (1) will review the information in the Contractor's claim; (2) will conduct a hearing if requested by either party; and (3) may consider any other information available in rendering a decision.

The RTD will assemble and maintain a claim record comprised of all information physically submitted by the Contractor in support of the claim and all other discoverable information considered by the RTD in reaching a decision. Once the RTD assembles the claim record, the submission and consideration of additional information, other than for clarification and data supporting previously submitted documentation, at any subsequent level of review by anyone, will not be permitted.

The RTD will provide a copy of the claim record and the written decision to the Contractor describing the information considered by the RTD in reaching a decision and the basis for that decision. If the RTD fails to render a written decision within the 60 day period, or within any extended time period as agreed to by both parties, the Contractor shall either: (1) accept this as a denial of the claim, or (2) appeal the claim to the Chief

Engineer, as described in this subsection.

If the Contractor accepts the RTD decision, the provisions of the decision shall be implemented in accordance with subsections 108.08, 109.04, 109.05, or 109.10 and the claim is resolved.

If the Contractor disagrees with the RTD decision, the Contractor shall either: (1) accept the RTD decision as final, or (2) file a written appeal to the Chief Engineer within 30 days from the receipt of the RTD decision. The Contractor hereby agrees that if a written appeal is not properly filed, the RTD decision is final.

(e) *Chief Engineer Decision*. When a claim is appealed, the RTD will provide the claim record to the Chief Engineer. Within 15 days of the appeal either party may submit a written request for a hearing with the Chief Engineer or duly authorized Headquarters delegates. The Chief Engineer or a duly authorized Headquarters delegate will review the claim and render a decision to affirm, overrule, or modify the RTD decision in accordance with the following.

The Contractor's written appeal to the Chief Engineer will be made a part of the claim record.

The Chief Engineer will render a written decision within 60 days after receiving the written appeal. The Chief Engineer will not consider any information that was not previously made a part of the claim record, other than clarification and data supporting previously submitted documentation.

The Contractor shall have 30 days to accept or reject the Chief Engineer's decision. The Contractor shall notify the Chief Engineer of its acceptance or rejection in writing.

If the Contractor accepts the Chief Engineer's decision, the provisions of the decision will be implemented in accordance with subsections 108.08, 109.04, 109.05, or 109.10 and the claim is resolved.

If the Contractor disagrees with the Chief Engineer's decision, the Contractor shall either (1) pursue an alternative dispute resolution process in accordance with this specification or (2) initiate litigation or merit binding arbitration in accordance with subsection 105.24(f).

If the Chief Engineer does not issue a decision as required, the Contractor may immediately initiate either litigation or merit binding arbitration in accordance with subsection 105.24(f).

For the convenience of the parties to the Contract it is mutually agreed by the parties that any merit binding arbitration or De Novo litigation shall be brought within 180-calendar days from the date of the Chief Engineer's decision. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action.

(f) *De Novo Litigation or Merit Binding Arbitration*. If the Contractor disagrees with the Chief Engineer's decision, the Contractor may initiate de novo litigation or merit binding arbitration to finally resolve the claim that the Contractor submitted to CDOT, depending on which option was selected by the Contractor on Form 1378 which shall be submitted at the preconstruction conference. Such litigation or arbitration shall be strictly limited to those claims that were previously submitted and decided in the contractual dispute and claims processes outlined herein. This does not preclude the joining in one litigation or arbitration of multiple claims from the same project provided that each claim has gone through the dispute and claim process specified in subsections 105.22 through 105.24. The parties may agree, in writing, at any time, to pursue some other form of alternative dispute resolution.

Any offer made by the Contractor or the Department at any stage of the claims process, as set forth in this subsection, shall be deemed an offer of settlement pursuant to Colorado Rule of Evidence 408 and therefore inadmissible in any litigation or arbitration.

If the Contractor selected litigation, then de novo litigation shall proceed in accordance with the Colorado Rules of Civil Procedure and the proper venue is the Colorado State District Court in and for the City and County of Denver, unless both parties agree to the use of arbitration.

If the Contractor selected merit binding arbitration, or if both parties subsequently agreed to merit binding arbitration, arbitration shall be governed by the modified version of AAA's Construction Industry Arbitration Rules which follow. Pursuant to the modified arbitration rules (R35 through R39), the arbitrators shall issue a binding decision with regard to entitlement and a non-binding decision with regard to quantum. If either party disagrees with the decision on quantum, the disagreeing party may seek a trial de novo in Denver District Court with regard to quantum only.

AMERICAN ARBITRATION ASSOCIATION CONSTRUCTION INDUSTRY ARBITRATION RULES MODIFIED FOR USE WITH CDOT SPECIFICATION SUBSECTION 105.24

REGULAR TRACK PROCEDURES

R-1. Agreement of Parties

(a) The parties shall be deemed to have made these rules a part of their Contract. These rules and any amendments shall apply in the form in effect at the time the administrative requirements are met for a demand

for arbitration. The parties, by written agreement, may vary the procedures set forth in these rules. After appointment of the arbitrator, such modifications may be made only with the consent of the arbitrator.

(b) Unless the parties determine otherwise, the Fast Track Procedures shall apply in any case in which aggregate claims do not exceed $75,000, exclusive of interest and arbitration fees and costs. Parties may also agree to use these procedures in larger cases. Unless the parties agree otherwise, these procedures will not apply in cases involving more than two parties except for pass-through claims. The Fast Track Procedures shall be applied as described in Sections F-1 through F-13 of these rules, in addition to any other portion of these rules that is not in conflict with the Fast Track Procedures.

(c) Unless the parties agree otherwise, the Procedures for Large, Complex Construction Disputes shall apply to all cases in which the disclosed aggregate claims of any party is at least $500,000, exclusive of claimed interest, arbitration fees and costs. Parties may also agree to use these procedures in cases involving claims under $500,000, or in nonmonetary cases. The Procedures for Large, Complex Construction Disputes shall be applied as described in Sections L-1 through L-4 of these rules, in addition to any other portion of these rules that is not in conflict with the Procedures for Large, Complex Construction Disputes.

(d) All other cases shall be administered in accordance with Sections R-1 through R-45 of these rules.

R-2. Independent Arbitration Provider and Delegation of Duties

When parties agree to arbitrate under these rules, or when they provide for arbitration by an independent third-party (Arbitration Provider) and arbitration is initiated under these rules, they thereby authorize the Arbitration Provider to administer the arbitration. The authority and duties of the Arbitration Provider are prescribed in the parties' Contract and in these rules, and may be carried out through such of the Arbitration Provider's representatives as it may direct. The Arbitration Provider will assign the administration of an arbitration to its Denver office

R-3. Initiation of Arbitration

Arbitration shall be initiated in the following manner.

(a) The Contractor shall, within 30 days after the Chief Engineer issues a decision, submit to the Chief Engineer written notice of its intention to arbitrate (the "demand"). The demand shall indicate the appropriate qualifications for the arbitrator(s) to be appointed to hear the arbitration.

(b) CDOT may file an answering statement with the Contractor within 15 days after receiving the demand. If a counterclaim is asserted, it shall contain a statement setting forth the nature of the counterclaim, the amount involved, if any, and the remedy sought.

(c) The Chief Engineer shall retain an Arbitration Provider, such as the American Arbitration Association, which will administer an arbitration pursuant to these Rules, except to the extent that such rules conflict with the

specifications, in which case the specifications shall control.

(d) The Arbitration Provider shall confirm its retention to the parties.

R-4. Consolidation or Joinder

If the parties' agreement or the law provides for consolidation or joinder of related arbitrations, all involved parties will endeavor to agree on a process to effectuate the consolidation or joinder.

If they are unable to agree, the Arbitration Provider shall directly appoint a single arbitrator for the limited purpose of deciding whether related arbitrations should be consolidated or joined and, if so, establishing a fair and appropriate process for consolidation or joinder. The Arbitration Provider may take reasonable administrative action to accomplish the consolidation or joinder as directed by the arbitrator.

R-5. Appointment of Arbitrator

An arbitrator shall be appointed in the following manner:

(a) Immediately after the Arbitration Provider is retained, the Arbitration Provider shall send simultaneously to each party to the dispute an identical list of 10 names of potential arbitrators. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the AAA of their agreement. Absent agreement of the parties, the arbitrator shall not have served as the mediator in the mediation phase of the instant proceeding.

(b) If the parties cannot agree to arbitrator(s), each party to the dispute shall have 15 calendar days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the Arbitration Provider. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the Arbitration Provider shall invite an arbitrator to serve.

(c) Unless both parties agree otherwise one arbitrator shall be used for claims less than $250,000 and three arbitrators shall be used for claims $250,000 and greater. Within 15 calendar days from the date of the appointment of the last arbitrator, the Arbitration Provider shall appoint a chairperson.

(d) The entire claim record will be made available to the arbitrators by the Chief Engineer within 15 calendar days from the date of the appointment of the last arbitrator.

R-6. Changes of Claim

The arbitrator(s) will not consider any information that was not previously made a part of the claim record as transmitted by the Chief Engineer, other than clarification and data supporting previously submitted documentation.

R-7. Disclosure

(a) Any person appointed or to be appointed as an arbitrator shall disclose to the Arbitration Provider any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any interest in the result of the arbitration or any relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.

(b) Upon receipt of such information from the arbitrator or another source, the Arbitration Provider shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.

(c) In order to encourage disclosure by arbitrators, disclosure of information pursuant to this Section R-6 is not to be construed as an indication that the arbitrator considers that the disclosed circumstances are likely to affect impartiality or independence.

(d) In no case shall an arbitrator be employed by, affiliated with, or have consultive or business connection with the claimant Contractor or CDOT. An arbitrator shall not have assisted either in the evaluation, preparation, or presentation of the claim case either for the Contractor or the Department or have rendered an opinion on the merits of the claim for either party, and shall not do so during the proceedings of arbitration.

R-8. Disqualification of Arbitrator

(a) Any arbitrator shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for: (i) partiality or lack of independence, (ii) inability or refusal to perform his or her duties with diligence and in good faith; and/or (iii) any grounds for disqualification provided by applicable law.

(b) Upon objection of a party to the continued service of an arbitrator, or on its own initiative, the Arbitration Provider shall determine whether the arbitrator should be disqualified under the grounds set out above, and shall inform the parties of its decision, which decision shall be conclusive.

R-9. Communication with Arbitrator

No party and no one acting on behalf of any party shall communicate *ex parte* with an arbitrator or a candidate for arbitrator concerning the arbitration.

R-10. Vacancies

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

(b) In the event of a vacancy in a panel of neutral arbitrators after the hearings have commenced, the remaining arbitrator or arbitrators may continue with the hearing and determination of the controversy, unless the parties agree otherwise.

(c) In the event of the appointment of a substitute arbitrator, the panel of arbitrators shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

R-11. Jurisdiction

(a) The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.

(b) The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

(c) A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than 15 days after the Arbitration Provider confirms its retention to the parties. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

R-12. Administrative Conference

At the request of any party or upon the Arbitration Provider's own initiative, the Arbitration Provider may conduct an administrative conference, in person or by telephone, with the parties and/or their representatives. The conference may address such issues as arbitrator selection, potential exchange of information, a timetable for hearings and any other administrative matters.

R-13. Preliminary Hearing

(a) At the request of any party or at the discretion of the arbitrator or the Arbitration Provider, the arbitrator may schedule as soon as practicable a preliminary hearing with the parties and/or their representatives. The preliminary hearing may be conducted by telephone at the arbitrator's discretion.

(b) During the preliminary hearing, the parties and the arbitrator should discuss the future conduct of the case, including clarification of the issues and claims, a schedule for the hearings and any other preliminary matters.

R-14. Exchange of Information

(a) At the request of any party or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct: (i) the production of documents and other information; (ii) short depositions, particularly with regard to experts; and/or (iii) the identification of any witnesses to be called.

(b) At least five business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing.

(c) The arbitrator is authorized to resolve any disputes concerning the exchange of information.

(d) Additional discovery may be ordered by the arbitrator in extraordinary cases when the demands of justice require it.

R-15. Date, Time, and Place of Hearing

(a) The arbitrator shall set the date, time, and place for each hearing and/or conference. The parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule.

(b) The parties may mutually agree on the locale where the arbitration is to be held. Absent such agreement, the arbitration shall be held in the City and County of Denver.

(c) The Arbitration Provider shall send a notice of hearing to the parties at least ten calendar days in advance of the hearing date, unless otherwise agreed by the parties.

R-16. Attendance at Hearings

The arbitrator and the Arbitration Provider shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any person other than a party and its representative.

R-17. Representation

Any party may be represented by counsel or other authorized representative. A party intending to be so represented shall notify the other party and the Arbitration Provider of the name and address of the representative at least three calendar days prior to the date set for the hearing at which that person is first to appear.

R-18. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-19. Stenographic Record

Any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of these arrangements at least three days in advance of the hearing. The requesting party or parties shall pay the cost of the record. If the transcript is agreed by the parties, or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties for inspection, at a date, time, and place determined by the arbitrator.

R-20. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-21. Postponements

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

R-22. Arbitration in the Absence of a Party or Representative

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

R-23. Conduct of Proceedings

(a) The Contractor shall present evidence to support its claim. CDOT shall then present evidence supporting its defense. Witnesses for each party shall also submit to questions from the arbitrator and the adverse party. The arbitrator has the discretion to vary this procedure; provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.

(b) The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case. The arbitrator shall entertain motions, including motions that dispose of all or part of a claim or that may expedite the proceedings, and may also make preliminary rulings and enter interlocutory orders.

(c) The parties may agree to waive oral hearings in any case.

R-24. Evidence

(a) The arbitrators shall consider all written information available in the claim record and all oral presentations in support of that record by the Contractor and CDOT. Conformity to legal rules of evidence shall not be necessary.

(b) The arbitrators shall not consider any written documents or arguments which have not previously been made

a part of the claim record, other than clarification and data supporting previously submitted documentation. The arbitrators shall not consider an increase in the amount of the claim, or any new claims.

(c) The arbitrator shall determine the admissibility, relevance, and materiality of any evidence offered. The arbitrator may request offers of proof and may reject evidence deemed by the arbitrator to be cumulative, unreliable, unnecessary, or of slight value compared to the time and expense involved. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where: (i) any of the parties is absent, in default, or has waived the right to be present, or (ii) the parties and the arbitrators agree otherwise.

(d) The arbitrator shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

(e) An arbitrator or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently.

R-25. Evidence by Affidavit and Post-hearing Filing of Documents or Other Evidence

(a) The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit, but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission.

(b) If the parties agree or the arbitrator directs that documents or other evidence be submitted to the arbitrator after the hearing, the documents or other evidence, unless otherwise agreed by the parties and the arbitrator, shall be filed with the Arbitration Provider for transmission to the arbitrator. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-26. Inspection or Investigation

An arbitrator finding it necessary to make an inspection or investigation in connection with the arbitration shall direct the Arbitration Provider to so advise the parties. The arbitrator shall set the date and time and the Arbitration Provider shall notify the parties. Any party who so desires may be present at such an inspection or investigation. In the event that one or all parties are not present at the inspection or investigation, the arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

R-27. Interim Measures

(a) The arbitrator may take whatever interim measures he or she deems necessary, including injunctive relief and measures for the protection or conservation of property and disposition of perishable goods.

(b) A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

R-28. Closing of Hearing

When satisfied that the presentation of the parties is complete, the arbitrator shall declare the hearing closed.

If documents or responses are to be filed as provided in Section R-24, or if briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of documents, responses, or briefs. The time limit within which the arbitrator is required to make the award shall commence to run, in the absence of other agreements by the parties and the arbitrator, upon the closing of the hearing.

R-29. Reopening of Hearing

The hearing may be reopened on the arbitrator's initiative, or by direction of the arbitrator upon application of a party, at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time agreed to by the parties in the arbitration agreement, the matter may not be reopened unless the parties agree to an extension of time. When no specific date is fixed by agreement of the parties, the arbitrator shall have 15 calendar days from the closing of the reopened hearing within which to make an award.

R-30. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

R-31. Extensions of Time

The parties may modify any period of time by mutual agreement. The Arbitration Provider or the arbitrator may for good cause extend any period of time established by these rules, except the time for making the award. The Arbitration Provider shall notify the parties of any extension.

R-32. Serving of Notice

(a) Any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith, or for the entry of judgment on any award made under these rules, may be served on a party by mail addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to the party.

(b) The Arbitration Provider, the arbitrator and the parties may also use overnight delivery, electronic facsimile transmission (fax), or electronic mail (email) to give the notices required by these rules.

(c) Unless otherwise instructed by the Arbitration Provider or by the arbitrator, any documents submitted by any party to the Arbitration Provider or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

R-33. Majority Decision

When the panel consists of more than one arbitrator, unless required by law or by the arbitration agreement, a majority of the arbitrators must make all decisions.

R-34. Time of Award

The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 calendar days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the Arbitration Provider’s transmittal of the final statements and proofs to the arbitrator.

R-35. Form of Award

After complete review of the facts associated with the claim, the arbitrators shall render a written explanation of their decision. When three arbitrators are used, and only two arbitrators agree then the award shall be signed by the two arbitrators. The arbitrator's decision shall include:

(a) A summary of the issues and factual evidence presented by the Contractor and the Department concerning the claim;

(b) Decisions concerning the validity of the claim;

(c) Decisions concerning the value of the claim as to cost impacts if the claim is determined to be valid;

(d) The contractual and factual bases supporting the decisions made including an explanation as to why each and every position was accepted or rejected;

(e) Detailed and supportable calculations which support any decisions.

R-36. Scope of Award

(a) The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, equitable relief and specific performance of a contract.

(b) In addition to the final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. (c) The award of the arbitrator may include interest at the statutory rate and from such date as the arbitrator may deem appropriate.

R-37. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at the last known address, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

R-38. Modification of Award

Within 10 calendar days after the transmittal of an award, the arbitrator on his or her initiative, or any party, upon notice to the other parties, may request that the arbitrator correct any clerical, typographical, technical or computational errors in the award. The arbitrator is not empowered to redetermine the merits of any claim already decided.

If the modification request is made by a party, the other parties shall be given 10 calendar days to respond to the request. The arbitrator shall dispose of the request within 25 calendar days after transmittal by the Arbitration Provider to the arbitrator of the request.

If applicable law provides a different procedural time frame, that procedure shall be followed.

R-39. Appeal of Award

Appeal of the arbitrators' decision concerning the merit of the claim is governed by the Colorado Uniform Arbitration Act, C.R.S. §§ 13-22-202 to -230. Either party may appeal the arbitrator's decision on the value of the claim to the Colorado State District Court in and for the City and County of Denver for trial de novo.

R-40. Release of Documents for Judicial Proceedings

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

R-41. Applications to Court and Exclusion of Liability

(a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of

the party's right to arbitrate.

(b) Neither the Arbitration Provider nor any arbitrator in a proceeding under these rules is a necessary or proper party in judicial proceedings relating to the arbitration.

(c) Parties to these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

(d) Parties to an arbitration under these rules shall be deemed to have consented that neither the Arbitration Provider nor any arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any arbitration under these rules.

R-42. Administrative Fees

The Arbitration Provider shall prescribe filing and other administrative fees and service charges to compensate it for the cost of providing administrative services. The fees in effect when the fee or charge is incurred shall be applicable. Such fees and charges shall be borne equally by the parties.

The Arbitration Provider may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees.

R-43. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, Arbitration Provider representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties.

R-44. Neutral Arbitrator's Compensation

Arbitrators shall be compensated a rate consistent with the arbitrator's stated rate of compensation.

If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator by the Arbitration Provider and confirmed to the parties.

Such compensation shall be borne equally by the parties.

R-45. Deposits

The Arbitration Provider may require the parties to deposit in advance of any hearings such sums of money as it deems necessary to cover the expense of the arbitration, including the arbitrator's fee, if any, and shall render an accounting to the parties and return any unexpended balance at the conclusion of the case.

R-46. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the Arbitration Provider for final decision. All other rules shall be interpreted and applied by the Arbitration Provider.

R-45. Suspension for Nonpayment

If arbitrator compensation or administrative charges have not been paid in full, the Arbitration Provider may so

inform the parties in order that the parties may advance the required payment. If such payments are not made, the arbitrator may order the suspension or termination of the proceedings. If no arbitrator has yet been appointed, the Arbitration Provider may suspend the proceedings.

FAST TRACK PROCEDURES

F-1. Limitations on Extensions

In the absence of extraordinary circumstances, the Arbitration Provider or the arbitrator may grant a party no more than one seven-day extension of the time in which to respond to the demand for arbitration or counterclaim as provided in Section R-3.

F-2. Changes of Claim

The arbitrator will not consider any information that was not previously made a part of the claim record as transmitted by the Chief Engineer, other than clarification and data supporting previously submitted documentation

F-3. Serving of Notice

In addition to notice provided above, the parties shall also accept notice by telephone. Telephonic notices by the Arbitration Provider shall subsequently be confirmed in writing to the parties. Should there be a failure to confirm in writing any such oral notice, the proceeding shall nevertheless be valid if notice has, in fact, been given by telephone.

F-4. Appointment and Qualification of Arbitrator

Immediately after the retention of the Arbitration Provider, the Arbitration Provider will simultaneously submit to each party a listing and biographical information from its panel of arbitrators knowledgeable in construction who are available for service in Fast Track cases. The parties are encouraged to agree to an arbitrator from this list, and to advise the Arbitration Provider of their agreement, or any factual objections to any of the listed arbitrators, within 7 calendar days of the transmission of the list. The Arbitration Provider will appoint the agreed-upon arbitrator, or in the event the parties cannot agree on an arbitrator, will designate the arbitrator from among those names not stricken for factual objections.

The parties will be given notice by the Arbitration Provider of the appointment of the arbitrator, who shall be subject to disqualification for the reasons specified above. Within the time period established by the Arbitration Provider, the parties shall notify the Arbitration Provider of any objection to the arbitrator appointed. Any objection by a party to the arbitrator shall be for cause and shall be confirmed in writing to the Arbitration Provider with a copy to the other party or parties.

F-5. Preliminary Telephone Conference

Unless otherwise agreed by the parties and the arbitrator, as promptly as practicable after the appointment of the arbitrator, a preliminary telephone conference shall be held among the parties or their attorneys or representatives, and the arbitrator.

F-6. Exchange of Exhibits

At least 2 business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing. The arbitrator is authorized to resolve any disputes concerning the exchange of exhibits.

F-7. Discovery

There shall be no discovery, except as provided in Section F-4 or as ordered by the arbitrator in extraordinary cases when the demands of justice require it.

F-8. Date, Time, and Place of Hearing

The arbitrator shall set the date and time, and place of the hearing, to be scheduled to take place within 30 calendar days of confirmation of the arbitrator's appointment. The Arbitration Provider will notify the parties in advance of the hearing date. All hearings shall be held within the City and County of Denver.

F-9. The Hearing

(a) Generally, the hearing shall not exceed 1 day. Each party shall have equal opportunity to submit its proofs and complete its case. The arbitrator shall determine the order of the hearing, and may require further submission of documents within two business days after the hearing. For good cause shown, the arbitrator may schedule 1 additional hearing day within 7 business days after the initial day of hearing.

(b) Generally, there will be no stenographic record. Any party desiring a stenographic record may arrange for one pursuant to the provisions above.

F-10. Time of Award

Unless otherwise agreed by the parties, the award shall be rendered not later than 14 calendar days from the date of the closing of the hearing or, if oral hearings have been waived, from the date of the Arbitration Provider’s transmittal of the final statements and proofs to the arbitrator.

F-11. Time Standards

The arbitration shall be completed by settlement or award within 60 calendar days of confirmation of the arbitrator's appointment, unless all parties and the arbitrator agree otherwise or the arbitrator extends this time in extraordinary cases when the demands of justice require it.

F-12. Arbitrator's Compensation

Arbitrators will receive compensation at a rate to be suggested by the Arbitration Provider regional office.

PROCEDURES FOR LARGE, COMPLEX CONSTRUCTION DISPUTES

L-1. Large, Complex Construction Disputes

The procedures for large, complex construction disputes shall apply to any claim with a value exceeding $500,000 or as agreed to by the parties.

L-2. Administrative Conference

Prior to the dissemination of a list of potential arbitrators, the Arbitration Provider shall, unless the parties agree otherwise, conduct an administrative conference with the parties and/or their attorneys or other representatives by conference call. The conference call will take place within 14 days after the retention of the Arbitration Provider. In the event the parties are unable to agree on a mutually acceptable time for the conference, the Arbitration Provider may contact the parties individually to discuss the issues contemplated herein. Such administrative conference shall be conducted for the following purposes and for such additional purposed as the parties or the Arbitration Provider may deem appropriate:

(a) To obtain additional information about the nature and magnitude of the dispute and the anticipated length of hearing and scheduling;

(b) To discuss the views of the parties about the technical and other qualifications of the arbitrators;

(c) To obtain conflicts statements from the parties; and

(d) To consider, with the parties, whether mediation or other non-adjudicative methods of dispute resolution might be appropriate.

L-3. Arbitrators

(a) Large, Complex Construction Cases shall be heard and determined by three arbitrators.

(b) The Arbitration Provider shall appoint arbitrator(s) in the manner provided in the Regular Construction Industry Arbitration Rules.

L-4. Preliminary Hearing

As promptly as practicable after the selection of the arbitrator(s), a preliminary hearing shall be held among the parties and/or their attorneys or other representatives and the arbitrator(s). Unless the parties agree otherwise, the preliminary hearing will be conducted by telephone conference call rather than in person.

At the preliminary hearing the matters to be considered shall include, without limitation:

(a) Service of a detailed statement of claims, damages and defenses, a statement of the issues asserted by each party and positions with respect thereto, and any legal authorities the parties may wish to bring to the attention of the arbitrator(s);

(b) Stipulations to uncontested facts;

(c) The extent to which discovery shall be conducted;

(d) Exchange and premarking of those documents which each party believes may be offered at the hearing;

(e) The identification and availability of witnesses, including experts, and such matters with respect to witnesses including their biographies and expected testimony as may be appropriate;

(f) Whether, and the extent to which, any sworn statements and/or depositions may be introduced;

(g) The extent to which hearings will proceed on consecutive days;

(h) Whether a stenographic or other official record of the proceedings shall be maintained;

(i) The possibility of utilizing mediation or other non-adjudicative methods of dispute resolution; and

(j) The procedure for the issuance of subpoenas.

By agreement of the parties and/or order of the arbitrator(s), the pre-hearing activities and the hearing procedures that will govern the arbitration will be memorialized in a Scheduling and Procedure Order.

L-5. Management of Proceedings

(a) Arbitrator(s) shall take such steps as they may deem necessary or desirable to avoid delay and to achieve a just, speedy and cost-effective resolution of Large, Complex Construction Cases.

(b) Parties shall cooperate in the exchange of documents, exhibits and information within such party's control if the arbitrator(s) consider such production to be consistent with the goal of achieving a just, speedy and cost effective resolution of a Large, Complex Construction Case.

(c) The parties may conduct such discovery as may be agreed to by all the parties provided, however, that the arbitrator(s) may place such limitations on the conduct of such discovery as the arbitrator(s) shall deem appropriate. If the parties cannot agree on production of document and other information, the arbitrator(s), consistent with the expedited nature of arbitration, may establish the extent of the discovery.

(d) At the discretion of the arbitrator(s), upon good cause shown and consistent with the expedited nature of arbitration, the arbitrator(s) may order depositions of, or the propounding of interrogatories to such persons who may possess information determined by the arbitrator(s) to be necessary to a determination of the matter.

(e) The parties shall exchange copies of all exhibits they intend to submit at the hearing 10 business days prior to the hearing unless the arbitrator(s) determine otherwise.

(f) The exchange of information pursuant to this rule, as agreed by the parties and/or directed by the arbitrator(s), shall be included within the Scheduling and Procedure Order.

(g) The arbitrator is authorized to resolve any disputes concerning the exchange of information.

(h) Generally hearings will be scheduled on consecutive days or in blocks of consecutive days in order to maximize efficiency and minimize costs.

The following flow chart provides a summary of the disputes and claims process described in subsections 105.22, 105.23, and 105.24

Figure 105-1
DISPUTES AND CLAIMS FLOW CHART

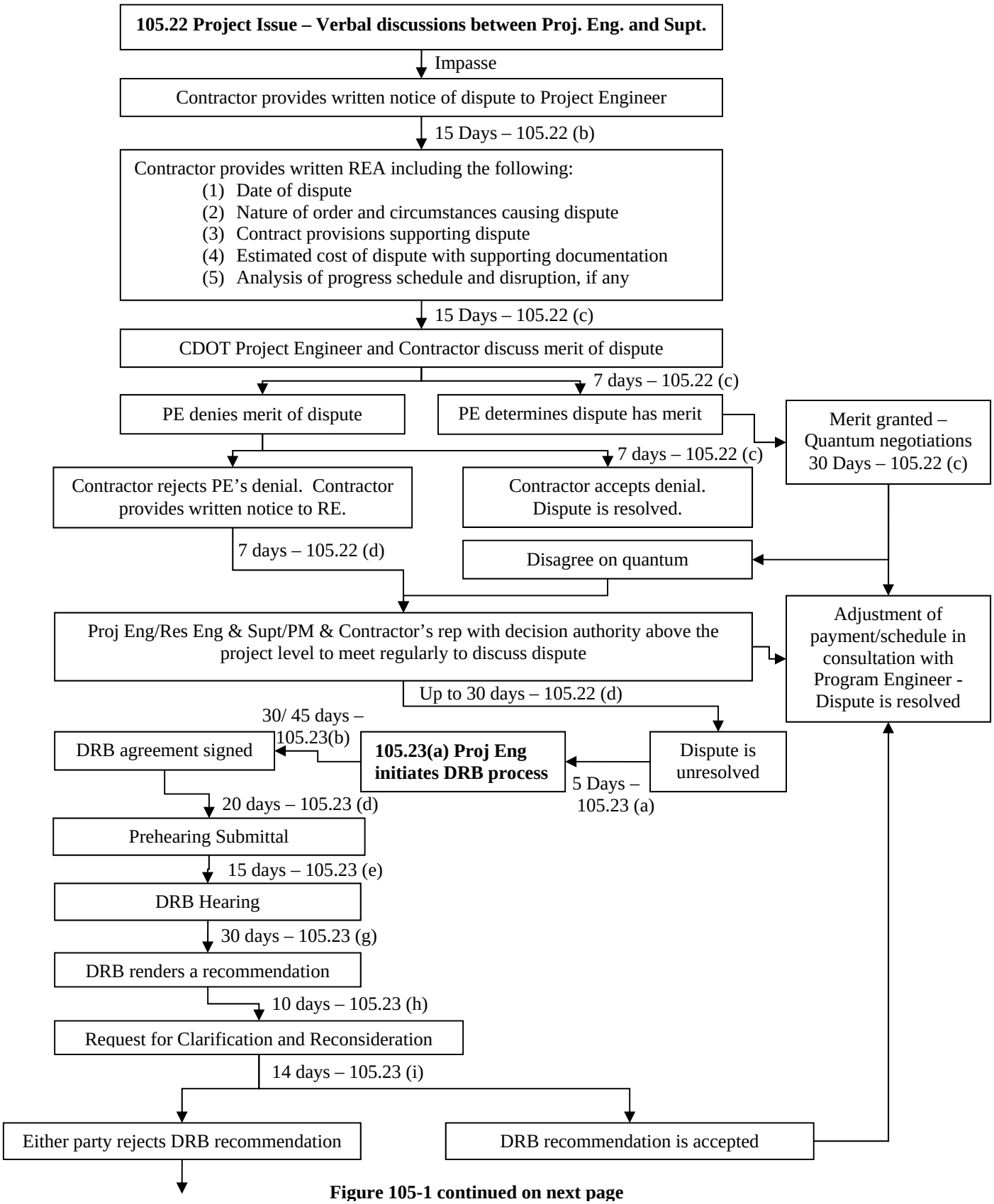
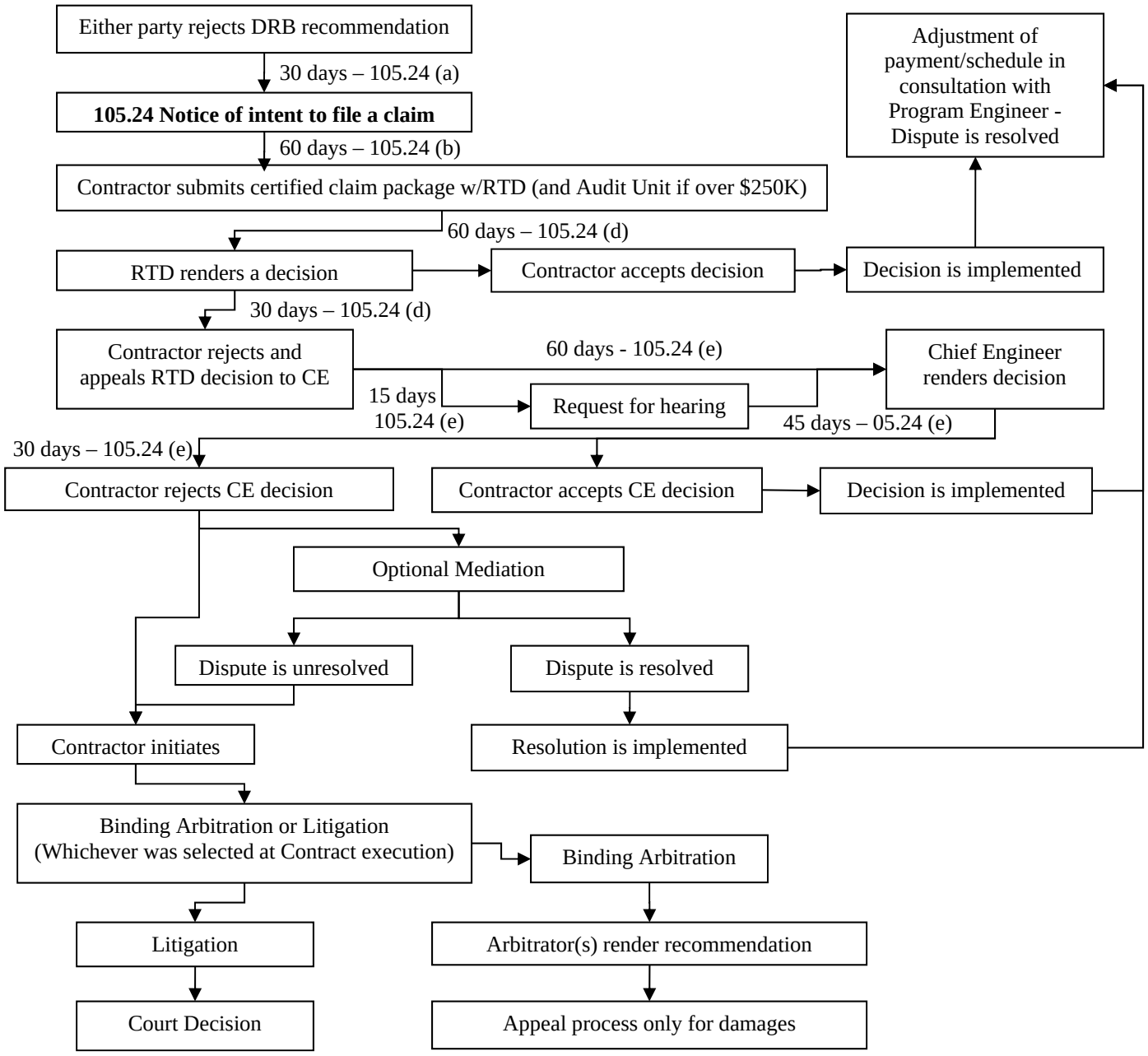


Figure 105-1 continued on next page

Figure 105-1 (continued)



REVISION OF SECTION 105
HOT MIX ASPHALT PAVEMENT SMOOTHNESS

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 105.07 and replace with the following:

105.07 Conformity to Roadway Smoothness Criteria of HMA. Roadway smoothness testing and corrective work shall be performed as described below. The pavement smoothness category shall be HRI Category II unless shown on the plans.

(a) *Smoothness Quality Control Testing.*

1. The Contractor shall perform Smoothness Quality Control (SQC) testing. The test results shall be submitted to the Engineer within 48 hours of completion. SQC test results shall show the Half Car Roughness Index (HRI) for each 0.10 mile section and shall show the results for localized roughness.

   All traffic control costs associated with SQC testing will be paid for in accordance with Section 630.

   SQC testing shall be performed on the first 2,000 tons for the final layer.

   SQC testing shall be performed using the Contractor's inertial profiler, pursuant to the methods described in subsection 105.07(b) and in accordance with the manufacturer's recommendations. The Contractor's Profiler shall be certified according to CP 78. A list of certified profilers is located at http://www.dot.state.co.us/DesignSupport/.

   Production shall be suspended if SQC testing indicates that corrective work is required in accordance with subsection 105.07 (c). If the SQC data becomes available after production has started for the day, suspension will begin at the end of that production day. Production will remain suspended until the problem is identified and corrected. Each time production is suspended, corrective actions shall be proposed in writing by the Contractor. Production will not be allowed to resume until the proposed corrective actions have been accepted by the Project Engineer in writing.

   When production resumes, the Contractor shall profile the first 2,000 tons of HMA. The conditions above for suspension of work will apply.

2. The finished transverse and longitudinal surface elevation of the pavement shall be measured using a 10 foot straightedge. Areas to be measured will be directed by the Engineer. The Contractor shall furnish an approved 10 foot straightedge, depth gauge and operator to aid the Engineer in testing the pavement surface. Areas showing high spots of more than 3/16 inch in 10 feet shall be marked and diamond ground until the high spot does not exceed 3/16 inch in 10 feet.

(b) Initial Smoothness Acceptance Testing. The Contractor shall perform Smoothness Acceptance Testing (SA) which will be used for acceptance and calculation of incentive and disincentive adjustments.

All traffic control costs associated with SA testing will be paid for in accordance with Section 630.

1. Longitudinal Pavement Surface Smoothness Acceptance. Pavement surfaces shall be tested and accepted for longitudinal smoothness as described herein.

   A. Testing Procedure (General). The longitudinal surface smoothness of the final pavement surface shall be tested by the Contractor in accordance with CP 74 and using the Contractor's high-speed profiler (HSP). The Contractor's Profiler shall be certified according to CP 78. A list of certified profilers is located at http://www.dot.state.co.us/DesignSupport/

   The HSP instrumentation shall be verified in accordance with CP 74 prior to measurements. The Contractor shall lay out a distance calibration site. The distance calibration site shall be located no more than ten miles from the Project limits. The distance calibration site shall be 1056 feet long and shall be on a relatively flat, straight section of pavement as approved by the Engineer. The site

shall have a speed limit equal to the Project's highest speed limit that allows for the HSP to operate uninterrupted. The limits of the site shall be clearly marked and the distance shall be measured to an accuracy of +/- 3 inches. The Contractor shall provide in writing the site location to the Engineer. The cost of the distance calibration site will not be measured and paid for separately, but shall be included in the work.

The entire length of each through lane, climbing lane and passing lane including bridge approaches, bridge decks and intersections from the beginning to the end of the project shall be profiled in their planned final configuration. Shoulders less than 12 foot in width and medians will not be profiled and will not be subject to incentive/disincentive adjustments. Shoulders with a width of 12 feet or greater, ramps, tapers, turn slots, acceleration lanes and deceleration lanes will be profiled, but will not be subject to incentive/disincentive adjustments. Shoulders with a width of 12 feet or more, ramps, tapers, turn slots, acceleration lanes and deceleration lanes will be evaluated for localized roughness corrective work. The profile of the entire length of a lane shall be taken at one time. However, the Engineer may break a project into sections to accommodate Project phasing.

A sufficient distance shall be deleted from the profile to allow the profiler to obtain the testing speed plus a 300 foot distance to stop and start when required. Incentive/disincentive adjustments will not be made for this area. The final surface of these areas shall be tested in accordance with subsection 105.07(a) 2.

Shoulders less than 12 foot in width and medians constructed as part of this project shall be measured in accordance with subsection 105.07(a) 2.

The profile shall include transverse joints when pavement is placed by the project on both sides of the joint. When pavement is placed on only one side of the joint, the profile shall start 25 feet outside the project paving limits. The profile of the section of pavement 25 feet outside the paving limits to 25 feet inside paving limits will not be subjected to incentive or disincentive adjustments, but will be evaluated for localized roughness.

The profile of the area 25 feet each side of every railroad crossing, cattle guard, bus pad, manhole, gutter pan and intersection (where there is a planned breakpoint in the profile grade line in the direction of traffic) shall be deleted from the profile before the HRI is determined. Incentive/disincentive adjustments will not be made for these areas. Areas deleted from the profile shall be tested in accordance with subsection 105.07(a) 2.

When both new pavement and a new bridge or new bridge pavement are being constructed in a project, the profile of the area 25 feet each side of the bridge deck shall be deleted from the profile before the HRI is determined. Incentive/disincentive adjustments will not be made for this area. Areas deleted from the profile shall be tested in accordance with subsection 105.07(a) 2. The bridge deck will be evaluated for localized roughness. Corrective work required in these areas will not be measured and paid for separately, but shall be included in the work. For all other projects, the profile of the area 25 feet each side of the bridge deck shall be deleted from the profile before the HRI is determined. Incentive/disincentive adjustments will not be made for this area. If the Engineer determines that corrective work is required in this area, payment will be made in accordance with subsection 109.04.

The Contractor shall notify the Engineer in writing at least five working days in advance of his intention to perform SA testing. The Contractor shall profile the Project within 14 days after the completion of paving operations. The Engineer will witness the SA profiling and take immediate possession of the SA data.

The Contractor shall not perform any corrective work that will affect the pavement smoothness for ten working days after completion of the SA testing or as approved by the Engineer. This time is to allow for the Department to analyze the data and perform smoothness verification testing.

B. Smoothness Testing Procedures. The Contractor shall mark the profiling limits and excluded areas. The Engineer will verify that the Contractor's marks are located properly. The Contractor shall use traffic cones with reflective tape or reflective tape on the pavement at the beginning and end of each lane for triggering the start and stop locations on the profiler and at any other location, where portions of the profile are being deleted. These locations shall be marked with temporary paint so that the Department's profiler uses the same locations for smoothness verification testing.

The Contractor shall clear the lanes to be tested of all debris before profiling.

The Contractor shall submit a Method for Handling Traffic (MHT) to the Engineer for approval at least five days in advance of SA testing. The MHT shall detail the methods for traffic control that will allow for continuous non-stop profiling of each lane to be profiled at a minimum speed of 15 mph. The Contractor shall provide the traffic control in accordance with the approved MHT.

Each lane shall be profiled at least once. Profiling shall be at a constant speed (+/- 5 mph of the distance calibration speed) with a minimum speed of 15 mph and a maximum speed of 70 mph. Shoulders with a width of 12 feet or more, ramps, tapers, turn slots, acceleration lanes and deceleration lanes shall be profiled**.** The profile shall be taken in the planned direction of travel. The left and right wheel paths shall be profiled simultaneously. The collected profiles shall be turned over immediately to the Engineer and will be analyzed using CP 74.

(1) The Department will determine a HRI for each 0.1 mile section or fraction thereof of completed pavement. The HRI consists of the left and right wheel path's profile passed through the International Roughness Index (IRI) filter.

The Contractor's SA test results will be available within ten working days of the completion of SA testing. The Engineer will give the Contractor a report that will include the lane profiled, the HRI in 0.10 mile increments and a summary of areas requiring corrective work. The Engineer may determine that it is necessary for the Contractor to re-profile a lane.

Areas requiring corrective work will be determined according to subsection 105.07(c) 1.

Sections less than 0.01 miles in length shall not be subject to corrective work as specified by Table 105-6. Sections less than 0.01 miles in length shall be included in the Localized Roughness determination.

C. Acceptance and incentive/disincentive adjustments for pavement smoothness will be made on a square yard basis in accordance with the following:

Incentive and Disincentive adjustments will be based on the HRI for each 0.1 mile section or fraction thereof. Incentive/Disincentive adjustments for Pavement Smoothness will be made in accordance with Table 105-6**.** Sections less than 0.01 miles in length will not be subject to disincentives.

Table 105-6
HMA PAVEMENT SMOOTHNESS (INCHES/MILE)
HALF-CAR ROUGHNESS INDEX

Pavement Smoothness Category	Incentive Payment ($/sqyd)	No Incentive or Disincentive	Disincentive Payment ($/sqyd)	Corrective Work Required
I	When HRI ≤ 40.0 I = $1.28	When HRI ≥ 63.0 and ≤ 72.0 I = $0.00	When HRI > 72.0 and < 90.0 I = 5.12 – 0.07111 x HRI	When HRI > 90.0
	When HRI > 40.0 and < 63.0 I = 3.51 – 0.05565 x HRI		When HRI ≥ 90.0 I = – $1.28	
II	When HRI ≤ 35.0 I = $1.28	When HRI ≥ 58.0 and ≤ 67.0 I = $0.00	When HRI > 67.0 and < 85.0 I = 4.76 – 0.07111 x HRI	When HRI > 85.0
	When HRI > 35.0 and < 58.0 I = 3.23 – 0.05565 x HRI		When HRI ≥ 85.0 I = – $1.28	
III	When HRI ≤ 45.0 I = $1.28	When HRI ≥ 70.0 and ≤ 80.0 I = $0.00	When HRI > 80.0 and < 100.0 I = 5.12 – 0.064 x HRI	When HRI > 100.0
	When HRI > 45.0 and < 70.0 I = 3.584 – 0.0512 x HRI		When HRI ≥ 100 I = - $1.28	

(c) *Corrective Work.*

The Department will analyze the SA testing for acceptance and indicate areas requiring corrective work in accordance with subsection 105.07(b). Corrective work shall be proposed in writing by the Contractor. Corrective work shall not be performed until approved in writing by the Engineer. The Contractor shall not perform any corrective work on the final layer until after the Engineer returns the results of the Initial Smoothness Acceptance testing and after the Department's Smoothness Verification testing, if performed. The Contractor shall perform corrective work in the areas indicated by the SA testing.

Corrective work on lower layers shall be at the Contractor's discretion.

The Contractor shall profile the roadway to verify the required corrective work has been completed.

If the Contractor elects to perform corrective work prior to the completion of initial SA testing, the entire 0.10 mile section, or fraction thereof, will not be eligible for incentive payment, but will be eligible for disincentive. The Engineer will not modify the limits of the 0.10 mile sections to group corrective work areas in an effort to reduce the number of sections impacted by this decision.

The Contractor may elect to perform additional corrective work to reduce or eliminate the disincentive payment for each 0.1 mile section or fraction thereof after the initial SA testing and the Department's verification testing.

The criteria for determining if a 0.1 mile section or fraction thereof requires corrective work is specified in Table 105-6. In addition to determining if a 0.1 mile section or fraction thereof requires corrective work, the profiles shall be analyzed for areas of Localized Roughness.

Localized Roughness. The profiles shall be analyzed to determine where areas of localized roughness occur. The profile shall be summarized using the continuous HRI reporting system using an averaging length of 25 feet. The FHWA's ProVal (Version 3.2 or later) software will be used to generate the continuous HRI report. ProVal can be downloaded at http://www.roadprofile.com.

Areas of localized roughness are determined to be where the continuous HRI report exceeds the values in Table 105-9. Areas of localized roughness greater than 15.0 feet in length shall be considered deficient, and require corrective work.. Areas of localized roughness less than 25 feet in distance that contain a valve box shall be tested in accordance with subsection 105.07 (a) 2. for corrective work.

Table 105-9
CONTINUOUS HRI USING 25 FOOT AVERAGING FOR LOCALIZED ROUGHNESS CORRECTIVE WORK ON HMA PAVEMENTS

HRI SMOOTHNESS CATEGORY	HRI In/mile
I	135.0
II	125.0
III	150.0

1. Corrective Methods. Corrective work shall consist of diamond grinding, an approved overlay, or removal and replacement.

   Corrective work shall conform to of one of the following conditions:

   (1) Removal and Replacement. The pavement requiring corrective work shall be removed, full width of the lane and the full thickness of the layer in accordance with subsection 202.09.

   The removal area shall begin and end with a transverse butt joint, which shall be constructed with a transverse saw cut perpendicular to centerline. Replacement material shall be placed in sufficient quantity so the finished surface conforms to grade and smoothness requirements. Sections removed and replaced shall be at least 0.20 miles in length.

   (2) Overlay. The overlay shall cover the full width of the pavement including shoulders. The area overlaid shall begin and end with a transverse butt joint, which shall be constructed with a transverse saw cut and asphalt removal. All material shall be approved hot bituminous mixtures that meet all contract requirements. The overlay shall be placed so that the finished surface conforms to grade and smoothness requirements. The overlay area shall be compacted to the specified density. The overlay thickness shall be equivalent to that of the final layer in accordance with the Contract. Sections overlaid shall be at least 0.20 miles in length.

   (3) Diamond Grinding. Grinding shall not reduce planned pavement thickness by more than 0.3 inches. The entire ground area of the final pavement surface shall be covered with a Tack Coat conforming to Section 407 (CSS-1h at 0.1 gallons per square yard of diluted emulsion; the emulsion shall be diluted with water at the rate of 50 percent water and 50 percent emulsion) when grinding is complete. Cores shall be taken to verify that minimum pavement thicknesses have been maintained. A minimum of one core shall be taken every 100 cumulative feet or fraction thereof per lane of diamond grinding, as directed by the Engineer. Coring shall be at the Contractor's expense.

(d) *Final Smoothness Acceptance Testing.* After the Contractor has completed the required corrective work and any additional corrective work, the Contractor shall retest the pavement in accordance with subsection 105.07(b). If the Contractor requests to do additional corrective work to reduce disincentive after Final SA Testing, the Contractor shall perform an additional Final SA Testing for the project. A charge of $500 will be assessed to the Contractor for each additional Final SA Testing. Time count will be charged pursuant to contract requirements during the time period required for all Final SA Testing. Delays associated with additional Final SA Testing will be considered non-excusable and non-compensable.

The Contractor shall notify the Engineer pursuant to 105.07(b) to schedule the final SA testing.

Final acceptance and incentive/disincentive adjustments for pavement smoothness will be made on a square yard basis in accordance with the following:

Incentive payments will be based on the HRI for each 0.1 mile section or fraction thereof from the Contractor's initial SA testing. Those sections which earned incentives or full payment based on the initial SA testing will not be re-evaluated for incentive after final SA testing.

The disincentive payment will be based on the HRI for each 0.1 mile section or fraction thereof from the Contractor's Initial SA testing or the Contractor's Final SA testing, whichever is less. Those sections which had disincentive levels indicated by the initial SA, will be re-evaluated for disincentive. The Contractor may eliminate all disincentives on those 0.1 mile sections; however, no incentives may be earned in these areas, regardless of the final smoothness.

(e) *Department Smoothness Verification Testing (SV).* The Department may elect to perform smoothness verification (SV) testing using the Department's inertial profiler, with the methods described in subsection 105.07(b). The Engineer will notify the Contractor of the Department's intention to perform SV testing. All traffic control costs associated with Department SV testing will be paid for by the Department in accordance with Section 630.

The Contractor's SA test results will be compared to the Department's SV test results. The Contractor's SA test results will be considered acceptable and will be used for incentive/disincentive payment if the following criteria are met:

(1) The difference in HRI for a 1/10 mile section is less than 6.1 inches/mile for a minimum of 90 percent of the 1/10mile sections for each lane.
(2) The difference in average HRI for each lane is less than 6.1 inches/mile.
(3) The difference in the length of each lane is less than 0.2 percent

When the Contractor's SA test results are not considered acceptable, the Department's SV test results will be used for incentive/disincentive payment and the Contractor's profiler certification will be evaluated pursuant to CP 78. The Department will have 30 days to complete this evaluation.

The Contractor will be assessed a charge of $1,000 for SV testing when the Contractor's SA test results are not considered acceptable.

(f) *HMA Recycling Treatment's, Thin Lifts' and Urban Rehabilitation treatment's smoothness criteria.* When HMA recycling, urban rehabilitation treatments or when only one layer less than 1.5 inches of HMA Pavement is placed without an intermediate treatment are constructed as the final riding surface, the following shall be used for acceptance:

An HRI for each 0.1 mile section shall be determined on the original pavement surface prior to beginning the work.

An HRI for each 0.1 mile section shall be determined on the pavement surface after the work is complete.

When a 0.1 mile section has a final HRI greater than 80.0 in/mile and the final HRI is greater than the HRI prior to performing the work, that 0.1 mile section shall be corrected by a method approved in writing by the Engineer. Corrective work shall be such that the resulting final HRI is equal to or less than the initial HRI or 80.0 in/mile, whichever is greater. All costs associated with corrective work shall be at the Contractor's expense, including but not limited to traffic control, additional hot mix asphalt, grinding and milling.

Incentive/disincentive adjustments for smoothness will not be made for these treatments.

The pavement smoothness for HMA Recycling Treatments and Thin Lifts that will be overlaid with a final riding surface will not be evaluated by the Department for acceptance.

February 3, 2011

REVISION OF SECTION 105
VIOLATION OF WORKING TIME LIMITATION

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Subsection 105.03 shall include the following:

If there is a violation of the working time limitations for traffic control as set forth in the special provisions, a written notice to stop work will be imposed on the Contractor at the start of the next working day. Work shall not resume until the Contractor assures the Engineer, in writing, that there will not be a reoccurrence of the working time violation. If more violations take place, the Engineer will notify the Contractor in writing that there will be a price reduction charge for each incident in accordance with this specification. This incident price reduction charge will be deducted from any money due the Contractor. This price reduction will not be considered a penalty but will be a price reduction for failure to perform traffic control in compliance with the Contract.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered as an incident. A price reduction will be assessed for each successive or cumulative 30 minute period in violation of the working time limitations, as determined by the Engineer. The price reduction for each incident will increase at a progressive rate starting with $150 for the second incident and increasing to $1200 for the fifth and subsequent incidents in accordance with the following schedule. A 15 minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. This 15 minute grace period applies only to the second incident.

The number of incident charges will be accumulative throughout the duration of the Contract.

PRICE REDUCTION SCHEDULE

Incident	Incident Rate	Total Price Reduction
1st	Notice to Stop Work	----
2nd	$150	$150
3rd	300	450
4th	600	1,050
5th	1,200	2,250
6th	1,200	3,450
Etc.	1,200	4,650
	Etc.	Etc.

February 3, 2011

REVISION OF SECTION 106
CERTIFICATES OF COMPLIANCE AND
CERTIFIED TEST REPORTS

Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.12, delete the second paragraph and replace it with the following:

The original Certificate of Compliance shall include the Contractor's original signature as directed above. The original signature (including corporate title) on the Certificate of Compliance, under penalty of perjury, shall be of a person having legal authority to act for the manufacturer. It shall state that the product or assembly to be incorporated into the project has been sampled and passed all specified tests in conformity to the plans and specifications for this project. One legible copy of the fully signed Certificate of Compliance shall be furnished to the Engineer prior to installation of material. The original shall be provided to the Engineer before payment for the represented item will be made.

In subsection 106.13, delete the second paragraph and replace it with the following:

The Certified Test Report shall be a legible copy or an original document and shall include the Contractor's original signature as directed above. The signature (including corporate title) on the Certified Test Report, under penalty of perjury, shall be of a person having legal authority to act for the manufacturer or the independent testing laboratory. It shall state that the test results show that the product or assembly to be incorporated into the project has been sampled and passed all specified tests in conformity to the plans and specifications for this project. One legible copy or original document of the fully signed Certified Test Report shall be furnished to the Engineer prior to installation of material. Failure to comply may result in delays to the project or rejection of the materials.

REVISION OF SECTIONS 106, 627 AND 713
GLASS BEADS FOR PAVEMENT MARKING

Sections 106, 627, and 713 are hereby revised for this project as follows:

Subsection 106.11 shall include the following:

All post consumer and industrial glass beads for pavement marking shall have been manufactured from North American glass waste streams in the United States of America. The bead manufacturer shall submit a COC in accordance with subsection 106.12 confirming that North American glass waste streams were used in the manufacture of the glass beads.

Subsection 627.04 shall include the following:

Glass beads shall be applied into the paint by means of a low pressure, gravity drop bead applicator.

In subsection 627.05, delete the seventh paragraph and replace with the following:

Epoxy pavement marking shall be applied to the road surface according to the epoxy manufacturer's recommended methods at the application rate or coverage shown below. Glass beads shall be applied into the epoxy pavement marking by means of a low pressure, gravity drop bead applicator.

In subsection 627.05, delete the last paragraph and replace with the following:

Epoxy pavement marking and beads shall be applied within the following limits:

	Application Rate or Coverage Per Gallon of Epoxy Pavement Marking	
	Minimum	**Maximum**
16 – 18 mil marking	90 sq. ft.	100 sq. ft.
Beads	20 lbs.	22 lbs.

Subsection 627.06 (c) shall include the following:

Glass beads shall be applied into the thermoplastic pavement marking by means of a low pressure, gravity drop bead applicator.

In subsection 713.08, delete the first and third paragraphs and replace with the following:

713.08 Glass Beads for Pavement Marking. Glass beads for pavement marking shall conform to AASHTO M 247, except for the following:

(1) Gradation:

U.S. Mesh	Microns	% Passing	
		Epoxy and MMA	Waterborne, Low VOC and High Build
16	1180	90-100	100
18	1000	65-80	97-100
20	850		85-100
30	600	30-50	50-70
40	425		10-35
50	300	0-5	0-10
80	180		0-5

(2) Roundness: All beads shall meet a minimum of 80 percent true spheres in accordance with the Office of Federal Lands Highways FLH T520 or a computerized optical testing method.

(3) Color / Clarity: Beads shall be colorless, clear, and free of carbon residues.

(4) Refractive Index: Minimum 1.51 by oil immersion method.

(5) Air Inclusions: Less than 5 percent by visual count.

(6) Coatings: Per manufacturer's recommendation for optimum adhesion and embedment.

(7) Chemical Resistance: Beads shall be resistant to hydrochloric acid, water, calcium chloride, and sodium sulfide as tested per methods outlined in sections 4.3.6 to 4.3.9 of the TT-B Federal Spec.1325D.

(8) For Epoxy Pavement Marking, a minimum of 40 percent of the total weight shall be manufactured using a molten kiln direct melt method. For Waterborne and Low VOC Paint, a minimum of 15 percent of the total weight shall be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads shall be above the 600 µm (#30) sieve.

(9) Glass beads used for any type of pavement marking shall not contain more than 75 parts per million (ppm) arsenic, 75 ppm antimony and 100 ppm lead, as tested in accordance with EPA methods 3052 and 6010C, or other approved testing method

REVISION OF SECTION 106
HOT MIX ASPHALT - VERIFICATION TESTING

Section 106 of the Standard Specifications are hereby revised for this project as follows:

Delete subsection 106.05 (e) and replace with the following:

(e) *Mix Verification Testing.* After the mix design has been approved and production commences, the Department will perform a minimum of three volumetric verification tests for each of the following elements to verify that the field produced Hot Mix Asphalt (HMA) conforms to the approved mix design:

(1) Air Voids
(2) Voids in Mineral Aggregate (VMA).
(3) Asphalt Content (AC).

The test frequency shall be one per day unless altered by the Engineer.

The test results will be evaluated and the Contractor shall make adjustments if required in accordance with the following:

1. Target Values. The target value for VMA will be the average of the first three volumetric field test results on project produced hot mix asphalt or the target value specified in Table 403-1 and Table 403-2 of the specifications, whichever is higher. The target value for VMA will be set no lower than 0.5 percent below the VMA target on Form 43 prior to production. The target values for the test element of air voids and AC shall be the mix design air voids and mix design AC as shown on Form 43.

2. Tolerance Limits. The tolerance limits for each test element shall be:

AC	± 0.3 percent
Air Voids	± 1.2 percent
VMA	± 1.2 percent

3. Quality Levels. Calculate an individual QL for each of the elements using the volumetric field verification test results. If the QL for VMA or AC is less than 65 or if the QL for air voids is less than 70, the production shall be halted and the Contractor shall submit a written proposal for a mix design revision to the Engineer. Production shall only commence upon receipt of written approval from the Engineer of the proposed mix design revision.

   After a new or revised mix design is approved, three additional volumetric field verification tests will be performed on asphalt produced with the new or revised mix design. The test frequency shall be one per day unless altered by the Engineer.

   If the QL for VMA or AC is less than 65 or the QL for the test element of air voids is less than 70, then production shall be halted until a new mix design has been completed in accordance with CP 52 or CP 54, a new Form 43 issued, and the Contractor demonstrates that he is capable of producing a mixture meeting the verification requirements in accordance with A or B below:

   A. The Contractor shall produce test material at a site other than a CDOT project. The Contractor shall notify the Engineer a minimum of 48 hours notice prior to the requested test. The location and time of the test are subject to the approval of the Engineer, prior to placement. Three samples will be tested for volumetric properties. If the QL for VMA or AC is equal or greater than 65 and the QL for the element of air voids is equal or greater than 70, full production may resume or;

   B. The Contractor may construct a 500 ton test strip on the project. Three samples in the last 200 tons will be tested for volumetric properties. After construction of the test section, production shall be halted until the testing is complete and element QLs are calculated. If the QL for VMA or AC is equal

or greater than 65 or the QL for the element of air voids is equal or greater than 70, full production may resume. If the QL for VMA or AC is less than 65 or the QL for the element of air voids is less than 70, the material shall be removed and replaced at no cost to the Department. The time count will continue, and any delay to the project will be considered to have been caused by the Contractor and will not be compensable.

The costs associated with mix designs shall be solely at the Contractor's expense.

If the Contractor fails to verify the new mix design in accordance with A or B, then production shall be halted until a new mix design has been completed in accordance with CP 52 or CP 54, a new Form 43 issued, and the Contractor demonstrates they are capable of producing a mixture meeting the verification requirements in accordance with A or B.

4. New or Revised Mix Design. Whenever a new or revised mix design is used and production resumes, three additional volumetric field verification tests shall be performed and the test results evaluated in accordance with the above requirements. The test frequency shall be one per day unless altered by the Engineer.

5. Field Verification Process Complete. When the field verification process described above is complete and production continues, the sample frequency will revert back to a minimum of 1/10,000 tons. The Engineer has the discretion to conduct additional verification tests at any time.

REVISION OF SECTION 106
MATERIAL SOURCES

Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.02 (a), delete the third paragraph and replace with the following:

The Contract will indicate whether the Department has or has not obtained the necessary County or City Zoning Clearance and the required permit from Colorado Department of Natural Resources needed to explore and remove materials from the available source. If the Department did not obtain the necessary clearances or permits, the Contractor shall obtain them. Any delays to the project or additional expenses that are incurred while these clearances or permits are being obtained shall be the responsibility of the Contractor. The Contractor shall ensure that the requirements of the permits do not conflict with the pit construction and reclamation requirements shown in the Contract for the available source.

In subsection 106.02 (b), delete the first paragraph and replace with the following:

(b) *Contractor Source.* Sources of sand, gravel, or borrow other than available sources will be known as contractor sources. The contractor source will be tested by the Department and approved by the Engineer prior to incorporation of the material into the project. If the submitted materials do not meet the contract specifications it will become the Contractor's responsibility to re-sample and test the material. The Contractor will supply the Department with passing test results from an AASHTO accredited laboratory and signed and sealed by a Professional Engineer. If requested by the Engineer, the Department will then re-sample and re-test the material for compliance to the contract specifications. The Contractor shall produce material which meets contract specifications throughout construction of the project.

The cost of sampling, testing, and corrective action by the Contractor will not be paid for separately but shall be included in the work.

May 2, 2013

REVISION OF SECTION 107
PROJECT PAYROLLS

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.01 shall include the following:

As related to the Form FHWA 1273, Required Contract Provisions Federal-Aid Construction Contracts, the Contractor shall check all Contractor and subcontractor project payrolls regarding accuracy of pay classification, pay hours, and pay rates. The Contractor shall sign and date all payrolls signifying this check has been performed.

February 3, 2011

REVISION OF SECTION 107
RESPONSIBILITY FOR DAMAGE CLAIMS,
INSURANCE TYPES AND COVERAGE LIMITS

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 107.15(c) and replace it with the following:

(c) Each insurance policy shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor. The Contractor shall forward to the Engineer any such notice received within seven days of the Contractor's receipt of such notice.

May 2, 2013

REVISION OF SECTION 108
LIQUIDATED DAMAGES

Section 108 of the Standard Specifications is hereby revised for this project as follows:

In subsection 108.09 delete the schedule of liquidated damages and replace with the following:

Original Contract Amount ($)		**Liquidated Damages per Calendar Day ($)**
From More Than	**To And Including**	
0	250,000	400
250,000	500,000	700
500,000	1,000,000	1,100
1,000,000	2,000,000	1,600
2,000,000	4,000,000	2,500
4,000,000	10,000,000	3,300
10,000,000	----------	3,300 plus 200 Per Each Additional 1,000,000 Contract Amount or Part Thereof Over 10,000,000

REVISION OF SECTIONS 108 AND 109
PAYMENT SCHEDULE (MULTIPLE CONSTRUCTION YEARS)

Sections 108 and 109 of the Standard Specifications are hereby revised for this project as follows:

Delete subsection 108.04, and replace with the following:

108.04 Payment Schedule. The Contractor shall prepare a payment schedule which shall show the dollar amount of work the Contractor expects to complete by the progress estimate date each month for the duration of construction. The schedule shall cover the period from the commencement of work to the expected completion date as shown on the Contractor's progress schedule. The payment schedule may be prepared using standard spreadsheet software such as MS Excel and submitted in electronic format.

(a) *Initial Payment Schedule.* The Contractor shall submit the initial payment schedule at the preconstruction conference. The payment schedule shall show the total dollar amount of work expected to be completed by each month's progress estimate date and a total for each of the State's Fiscal Years that the project will be active.

The amounts shown shall include planned force account work and expected incentive payments.

(b) *Payment Schedule Updates.* Once each month the Contractor shall submit a payment schedule update to the Engineer. The schedule update shall be in the same format as the initial schedule and shall be submitted to the Engineer by the first day of each month. In each payment schedule update, estimated monthly dollar amounts shall be revised to match actual progress payments made to the Contractor to date. Each payment schedule update shall show corrected dollar amounts of work to be completed each month through the expected completion date as shown on the Contractor's progress schedule.

If the payment schedule update has any State Fiscal Year (July 1 to June 30) payment in excess of the most recently approved payment schedule's fiscal year totals, the Department may, in its sole discretion, approve the Fiscal Year payment increases in the Contractor's schedule of payments. If the Department does not approve the Fiscal Year payment increases the Contractor shall either revise the payment schedule to conform to the most recently approved payment schedule or proceed at his own risk. A Contractor proceeding at his own risk will be paid for the at risk work in the July Partial Payment.

If the payment schedule update has any State Fiscal Year payment in excess of the most recently approved payment schedule because of differing site conditions, changes, or extra work performed in accordance with Section 104, and this payment is not approved by the Department, the delay for not performing this defined work in the scheduled Fiscal Year will be compensable in accordance with subsection 108.08(c), if the Contractor does not proceed at his own risk.

If the payment schedule update has any State Fiscal Year payment in excess of the most recently approved payment schedule because of the Contractor's accelerated schedule, and this payment is not approved by the Department, the delay for not performing the work associated with the Contractor's accelerated schedule in the scheduled Fiscal Year will be noncompensable in accordance with subsection 108.08(c), if the Contractor does not proceed at his own risk.

(c) *Failure to Submit Payment Schedule.* If the Contractor fails to submit the initial payment schedule or a payment schedule update by the required date, the Engineer will withhold progress payments until such time as the Contractor has submitted a current payment schedule.

Subsection 109.06 shall include the following:

(h) *Maximum Partial Payments*. Partial payments will not be made in excess of the initial payment schedule's fiscal year totals except at the sole discretion of the Department. Work performed in excess of the initial Fiscal Year estimate, without written approval of the Department, shall be performed at the Contractor's risk. A Contractor proceeding at his own risk will be paid for the at risk work in the July Partial Payment.

January 31, 2013

REVISION OF SECTION 108
SUBLETTING OF CONTRACT

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.01 and replace with the following:

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written permission of the Engineer. Prior to beginning any work by subcontractor, the Contractor shall request permission from the Engineer by submitting a completed Sublet Permit Application, CDOT Form No. 205. The subcontract work shall not begin until the Contractor has received the Engineer's written permission. The Contractor shall make all project related written subcontracts, agreements, and purchase orders available to the Engineer for viewing, upon request and at a location convenient to the Engineer.

The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor's organization shall perform work amounting to 30 percent or more of the total original contract amount. Any items designated in the contract as "specialty items" may be performed by subcontract. The cost of "specialty items" so performed by subcontract may be deducted from the total original contract amount before computing the amount of work required to be performed by the Contractor's own organization. The original contract amount includes the cost of material and manufactured products which are to be purchased or produced by the Contractor and the actual agreement amounts between the Contractor and a subcontractor. Proportional value of a subcontracted partial contract item will be verified by the Engineer. When a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

The calculation of the percentage of subcontracted work shall be based on subcontract unit prices.

Subcontracts or transfer of Contract shall not release the Contractor of liability under the Contract and Bond.

REVISION OF SECTION 109
ASPHALT CEMENT COST ADJUSTMENT
(ASPHALT CEMENT INCLUDED IN THE WORK)

Section 109 of the Standard Specifications is hereby revised for this project as follows:

Subsection 109.06 shall include the following:

(i) *Asphalt Cement Cost Adjustments.* Contract cost adjustments will be made to reflect increases or decreases in the monthly average price of asphalt cement from the average price for the month preceding the month in which bids were received for the Contract. These cost adjustments are not a change to the contract unit prices bid.

1. Cost adjustments will be based on the asphalt cement price index established by the Department and calculated as shown in subsection 109.06(i) 2.D below. The index will be the average for the month of the daily postings of the spot price per barrel of Flint Hills Resources daily crude oil posting, as published on http://www.fhr.com/refining/crude_oil.aspx. The index from this source will be converted to US Dollars using the currency converter at http://finance.yahoo.com/currency; the posted price of Canadian Dollars per cubic meter of WCS on fhr.com will be converted to US Dollars per cubic meter. A conversion factor of 0.89 cubic meter per Ton will be used to convert the posted price from cubic meter to tons. The converted daily prices and the average index number for the month will be posted as soon as they are available on the CDOT website at:

   http://www.coloradodot.info/business/designsupport/construction-specifications/2011-Specs/asphalt-cement-cost-adjustment

2. Cost adjustments will be made on a monthly basis subject to the following conditions:

   A. Adjustment will be based on the pay quantities on the monthly partial pay estimate for the following two pay items when measured by the ton and asphalt cement is included in the pay items:

Item No.	Item	Pay Unit
403*	Hot Mix Asphalt (Grading __) (Asphalt)	Ton
403	Stone Matrix Asphalt (Grading __) (Asphalt)	Ton
*Hot Mix Asphalt (Patching) is not subject to asphalt cement cost adjustment.		

   B. A cost adjustment will be made only when the asphalt cement price index varies by more than 5 percent from the asphalt cement price index at the time of bid, and only for that portion of the variance in excess of 5 percent. Cost adjustments may be either positive or negative dollar amounts.

   C. Asphalt cement cost adjustments will not be made for any partial estimate falling wholly after the expiration of contract time.

   D. Adjustment formula:

   EP greater than BP:
   ACCA = (EP – 1.05 BP)(PA) (Q)

   EP less than BP:
   ACCA = (EP – 0.95 BP) (PA) (Q)

Where:

BP = Average Asphalt Cement price index for the calendar month prior to the calendar month in which bids are opened

EP = Average Asphalt Cement price index for the calendar month prior to the calendar month in which the partial estimate pay period ends

ACCA = Asphalt Cement Cost Adjustment

PA = Percent of the paving mixture that is asphalt cement. Asphalt Cement content will be determined by the weighted average of all asphalt cement content percentages obtained from the field acceptance tests for that item (Use decimal in formula, e.g.: 0.05.). If Reclaimed Asphalt Pavement (RAP), Reclaimed Asphalt Shingles (RAS), or both is used, the percent of Virgin Asphalt Cement added to the mix will be determined by subtracting the percent of asphalt cement in the RAP, RAS, or both from the percent of asphalt cement in the mix as calculated from Revision of Section 401, Reclaimed Asphalt Pavement and Revision of Section 401 Reclaimed Asphalt Shingles.

Q = Increased pay quantity for all 403 items shown above on the monthly partial pay estimate in Tons.

Example: Bids are opened on July 16. The BP will be the average of the daily postings for June 1 through June 30. For an estimate cut-off date selected by the Contractor at the Pre-Construction Conference of the 20th of the month a February estimate will include HMA quantities measured from the 21st of January through the 20th of February, and the EP index used to calculate ACCA will be the average of the daily postings for January 1 through January 31 as established by CDOT)

E. Cost adjustment will not be made for the quantity of any item that is left in place at no pay or for material removed and replaced at the Contractor's expense.

F. Cost adjustments will not be made to items of work added to the Contract by Change Order after the award of the Contract.

G. The asphalt cement cost adjustment will be the sum of the individual adjustments for each of the pay items shown above. No adjustment will be made for asphalt cement costs on items other than those shown above.

H. Asphalt cement cost adjustments resulting in an increased payment to the Contractor will be paid for under the planned force account item: Asphalt Cement Cost Adjustment. Asphalt cement cost adjustments resulting in a decreased payment to the Contractor will be deducted from monies owed the Contractor.

May 5, 2011

REVISION OF SECTION 109
COMPENSATION FOR COMPENSABLE DELAYS

In subsection 109.10, delete the first two paragraphs and replace with the following:

109.10 Compensation for Compensable Delays. If the Engineer determines that a delay is compensable in accordance with either subsection 105.22, 105.23, 105.24, or 108.08, monetary compensation will be determined in accordance with this subsection.

(a) These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:

(1) Actual wages and benefits, including FICA, paid for additional labor not otherwise included in (5) below;

(2) Costs for additional bond, insurance and tax;

(3) Increased costs for materials;

(4) Equipment costs calculated in accordance with subsection 109.04(c) for Contractor owned equipment and based on invoice costs for rented equipment;

(5) Costs of extended job site overhead;

(6) Costs of salaried employees not otherwise included in (1) or (5) above incurred as a direct result of the delay;

(7) Claims from subcontractors and suppliers at any level (the same level of detail as specified herein is required for all such claims);

(8) An additional 16 percent will be added to the total of items (1) through (7) as compensation for items for which no specific allowance is provided, including profit and home office overhead.

February 3, 2011

1

REVISION OF SECTION 109
FUEL COST ADJUSTMENT

Section 109 of the Standard Specifications is hereby revised for this project as follows:

Subsection 109.06 shall include the following:

(h) *Fuel Cost Adjustments.* Contract cost adjustments will be made to reflect increases or decreases in the monthly average prices of gasoline, diesel and other fuels from the average price for the month preceding the month in which bids were received for the Contract. These cost adjustments are not changes to the Contract unit prices bid. When bidding, the Contractor shall specify on the Form 85 whether the cost adjustment will apply to the Contract. After bids are submitted, the Contractor will not be given any other opportunity to accept or reject this adjustment. If the Contractor fails to indicate a choice on the Form 85, the cost adjustment will not apply to the Contract. If the fuel cost adjustment is accepted by the Contractor, the adjustment will be made in accordance with the following criteria:

1. Cost adjustments will be based on the fuel price index established by the Department and calculated as shown in subsection 109.06(h)2.D below. The index will be the monthly average of the rates posted by the Oil Price Information Service (OPIS) for Denver No. 2 Diesel. The rate used will be the *OPIS Average* taken from the OPIS Standard Rack table for *Ultra-Low Sulfur w/Lubricity Gross Prices* (ULS column), expressed in dollars per gallon and rounded to two decimal places.

2. Cost adjustments will be made on a monthly basis subject to the following conditions:

   A. Adjustment will be based on the pay quantities on the monthly partial pay estimate for each of the pay items listed in the table below for which fuel factors have been established. Adjustment will be made only when the pay item is measured by the pay unit specified in the table:

Item	Pay Unit	Fuel Factor (FF)
202-Removal of Asphalt Mat (Planing)	Square Yard	0.006 Gal/SY/Inch depth
203-Excavation (muck, unclassified) Embankment, Borrow	Cubic Yard	0.29 Gal/CY
203-Rock Excavation	Cubic Yard	0.39 Gal/CY
206-Structure Excavation and Backfill [applies only to quantities paid for by separate bid item; no adjustment will be made for pay items that include structure excavation & backfill, such as RCP(CIP)]	Cubic Yard	0.29 Gal/CY
304-Aggregate Base Course (Class___)	Cubic Yard	0.85 Gal/CY
304-Aggregate Base Course (Class___)	Ton	0.47 Gal./Ton
307-Processing Lime Treated Subgrade	Square Yard	0.12 Gal/SY
310-Full Depth Reclamation	Square Yard	0.06 Gal/SY
403-Hot Mix Asphalt (HMA) (Grading __) *	Ton	2.47 Gal/Ton
403-Stone Matrix Asphalt (Grading __)	Ton	2.47 Gal/Ton
405-Heating and Scarifying Treatment	Square Yard	0.44 Gal/SY
405-Heating and Repaving Treatment	Square Yard	0.44 Gal/SY
405-Heating and Remixing Treatment	Square Yard	0.44 Gal/SY
406-Cold Bituminous Pavement (Recycle)	Square Yard	0.01 Gal/SY/Inch depth
412- Concrete Pavement (___Inch)	Square Yard	0.03 Gal/SY/Inch thickness
412-Place Concrete Pavement**	Square Yard	0.03 Gal/SY/Inch thickness
*Hot Mix Asphalt (Patching) is not subject to fuel cost adjustment. **Use the thickness shown on the plans.		

B. A fuel cost adjustment will be made only when the current fuel price index varies by more than 5 percent from the price index at the time of bid, and only for that portion of the variance in excess of 5 percent. Fuel cost adjustments may be either positive or negative dollar amounts.

C. Fuel cost adjustments will not be made for any partial estimate falling wholly after the expiration of contract time.

D. Adjustment formula:

EP greater than BP:

$$FA = (EP - 1.05\ BP)(Q)(FF)$$

EP less than BP:

$$FA = (EP - 0.95\ BP)(Q)(FF)$$

Where:

BP	=	Average fuel price index for the calendar month prior to the calendar month in which bids are opened
EP	=	Average fuel price index for the calendar month prior to the calendar month in which the partial estimate pay period ends
FA	=	Adjustment for fuel costs in dollars
FF	=	Fuel usage factor for the pay item
Q	=	Pay quantity for the pay item on the monthly partial pay estimate

Note: When the pay item is based on area, and the rate of fuel use varies with thickness, Q should be determined by multiplying the area by the thickness. For example: for 1000 square yards of 8-inch concrete pavement Q should be 8000.

Example: Bids are opened on July 16. The BP will be the average of the daily postings for June 1 through June 30. For an estimate cut-off date selected by the Contractor at the Pre-Construction Conference of the 20th of the month a February estimate will include HMA quantities (Q) measured from the 21st of January through the 20th of February, the FF will be 2.47 Gal/Ton, and the EP index used to calculate FA will be the average of the daily postings for January 1 through January 31 as established by CDOT.

E. Fuel cost adjustment will not be made for the quantity of any item that is left in place at no pay.

F. Fuel cost adjustments will not be made to items of work added to the Contract by Change Order after the award of the Contract.

The fuel cost adjustment will be the sum of the individual adjustments for each of the pay items shown. No adjustment will be made for fuel costs on items other than those shown. The factors shown are aggregate adjustments for all types of fuels used, including but not limited to gasoline, diesel, propane, and burner fuel. No additional adjustments will be made for any other type of fuel.

Fuel cost adjustments resulting in an increased payment to the Contractor will be paid for under the planned force account item: Fuel Cost Adjustment. Fuel cost adjustments resulting in a decreased payment to the Contractor will be deducted from monies owed the Contractor.

1

REVISION OF SECTION 109
MEASUREMENT OF QUANTITIES

Section 109 of the Standard Specifications is hereby revised for this project as follows:

In subsection 109.01, delete the 17th paragraph and replace it with the following:

Vehicles used to haul material being paid for by weight shall bear a plainly legible identification mark. Each of these vehicles shall be weighed empty daily at times directed by the Engineer. The Contractor shall furnish to the Engineer, in writing, a vehicle identification sheet that lists the following for each delivery vehicle to be used on the project:

(1) identification mark
(2) vehicle length
(3) tare weight
(4) number of axles
(5) the distance between extreme axles
(6) information related to legal weight, including the Permit No. and permitted weight of each vehicle for which the State has issued an overweight permit.

This information shall be furnished prior to time of delivery of the material and at any subsequent time the Contractor changes vehicles, combination vehicles, axle length relationships, or overweight permitting of vehicles.

January 31, 2013

REVISION OF SECTION 109
PROMPT PAYMENT

Section 109 of the Standard Specifications is hereby revised to include the following:

Subsection 109.06 (e) shall include the following:

The Contractor shall submit the Form 1418, Monthly Payment Report, along with the project schedule updates, in accordance with subsections 108.03 (b) or 108.03 (c) (3). Failure to submit a complete and accurate Form 1418 shall be grounds for CDOT to withhold subsequent payments or retainage to the Contractor.

REVISION OF SECTIONS 203, 206, 304 AND 613
COMPACTION

Sections 203, 206, 304 and 613 of Standard Specifications are hereby revised for this project as follows:

In subsection 203.03 (a), delete the fifth paragraph and replace with the following:

1. *Soil Embankment.* Soil embankment consists of materials with 50 percent or more of the material passing the 4.75 mm (No. 4) sieve.

   A soil embankment may also have more than 50 percent of the material retained on the 4.75 mm (No. 4) sieve, but no more than 30 percent of the material retained on the 19 mm (3/4 inch) sieve.

   Soil embankment shall be constructed with moisture density control in accordance with the requirements of subsection 203.07.

2. *Rock Embankment.* Rock embankment consist of materials with 50 percent or more of the material retained on the 4.75 mm (No. 4) sieve and with more than 30 percent of the material retained on the 19 mm (3/4 inch) sieve. All material shall be smaller than 6 inches. Rock embankments shall be constructed without moisture density control in accordance with the requirements of subsection 203.08.

Delete Subsection 203.07 and replace with the following:

203.07 Construction of Embankment and Treatment of Cut Areas with Moisture and Density Control. Soil embankments shall be constructed with moisture and density control and the soil upon which the embankments are to be constructed shall be scarified to a depth of 6 inches and compacted with moisture and density control. The moisture content of the soil at the time of compaction shall be as specified or directed.

The material shall be removed from the full width of roadbed in all cut sections to the designated depth. The soil below the designated depth shall be thoroughly scarified to a depth of 6 inches and the moisture content increased or reduced, as necessary, to obtain the moisture content specified. This scarified layer shall then be compacted to the relative compaction specified.

All embankment material shall be compacted to not less than 95 percent relative compaction. Maximum dry density of all soil types encountered or used will be determined in accordance with AASHTO T 99 as modified by CP 23.

Soils shall be compacted at ± 2 percent of Optimum Moisture Content (OMC) as determined by AASTHO T 99. Soils having greater than 35 percent passing the 75 µm (No. 200) sieve shall be compacted to 0 to 3 percent above OMC. Soils which are unstable at the above moisture content shall be compacted at lower moisture content to the specified density.

Additional work involved in drying embankment material to the required moisture content shall be included in the contract price paid for excavating or furnishing the material with no additional compensation.

Density requirements will not apply to materials which cannot be tested in accordance with the above procedures for determining maximum dry density. Compaction for materials which cannot be tested shall be in accordance with subsection 203.08.

Claystone or soil-like non-durable shale shall be pulverized and compacted to the specified moisture and percent of relative compaction and shall be compacted with a heavy tamping foot roller, weighing at least 30 tons. Each tamping foot roller shall protrude from the drum a minimum of 4 inches. Each embankment layer shall receive a minimum of three or more coverages with the tamping foot roller to obtain density. One coverage consists of one pass over the entire surface designated. One pass consists of the passing of an acceptable tamping foot roller over a given spot. The roller shall be operated at a uniform speed not exceeding 3 miles per hour. No additional compensation will be made for additional roller coverages to achieve specified density requirements.

In subsection 206.03, delete the fourth and fifth paragraphs and replace with the following:

Backfill shall consist of approved materials uniformly distributed in layers brought up equally on all sides of the structure. Each layer of backfill shall not exceed 6 inches before compacting to the required density and before successive layers are placed. Structure backfill (Class 1) shall be compacted to a density of not less than 95 percent of maximum dry density determined in accordance with AASHTO T 180 as modified by CP 23. Backfill shall be compacted at ± 2 percent of Optimum Moisture Content (OMC).

Structure backfill (Class 2) shall be compacted to a density of not less than 95 percent of maximum dry density. The maximum dry density and OMC for A-1, A-2-4. A-2-5 and A-3 materials will be determined in accordance with AASHTO T 180 as modified by CP 23. The maximum dry density and OMC for all other materials will be determined in accordance with AASHTO T 99 as modified by CP 23. Materials shall be compacted at ± 2percent of Optimum Moisture Content (OMC). Materials having greater than 35 percent passing the 75 µm (No. 200) sieve shall be compacted at 0 to 3 percent above OMC.

In subsection 304.06, delete the first paragraph and replace with the following:

304.06 Shaping and Compaction. Compaction of each layer shall continue until a density of not less than 95 percent of the maximum density determined in accordance with AASHTO T 180 as modified by CP 23 has been achieved. The moisture content shall be at +/-2 percent of optimum moisture content. The surface of each layer shall be maintained during the compaction operations so that a uniform texture is produced and the aggregates are firmly keyed. Moisture conditioning shall be performed uniformly during compaction.

In subsection 613.07, delete the 15th paragraph and replace with the following:

Trenching shall be backfilled and compacted as follows: Backfill shall be deposited in uniform layers. The thickness of each layer shall be 6 inches or less thick prior to compaction. The space under the conduit shall be completely filled. The remainder of the trench and excavation shall be backfilled to the finished grade. The backfill material shall be compacted to the density of not less than 95 percent of maximum dry density. The maximum dry density and optimum moisture content (OMC) for A-1, A-2-4. A-2-5 and A-3 materials will determined in accordance with AASHTO T 180 as modified by CP 23. The maximum dry density and OMC for all other materials will determined in accordance with AASHTO T 99 as modified by CP 23. Materials shall be compacted at ± 2percent of Optimum Moisture Content (OMC). Materials having greater than 35 percent passing the 75 µm (No. 200) sieve shall be compacted at 0 to 3 percent above OMC. Each layer shall be mechanically compacted by tamping with power tools approved by the Engineer. Compaction methods or equipment that damage the conduit shall not be used.

REVISION OF SECTION 203
IMPORTED MATERIAL FOR EMBANKMENT

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Subsection 203.03 (a) shall include the following:

Imported Material used for backfilling pipes (storm sewer, cross culverts, side drains, etc) shall be tested for compatibility with the selected pipe material.

When Nonreinforced Concrete Pipe or Reinforced Concrete Pipe is used, the imported material shall be tested for sulfate and pH

When Corrugated Steel Pipe, Bituminous Coated Corrugated Steel Pipe or Precoated Corrugated Steel Pipe is used, the imported material shall be tested for sulfates, chlorides, pH and resistivity.

When Aramid Fiber Bonded Corrugated Steel Pipe or Corrugated Aluminum Pipe is used, the imported material shall be tested for pH and resistivity.

When Plastic pipe is selected, the imported material does not need to be tested for sulfates, chlorides, pH and resistivity.

Sulfates, chlorides, pH and resistivity shall be determined by the following procedures:

(1) Water soluble sulfates using CP-L 2103 Method B.
(2) Chlorides using CPL 2104
(3) Resistivity using ASTM G57
(4) pH using ASTM G51.

The average of three consecutive tests shall show the imported material's sulfate, chloride, pH and resistivity is not greater than the limits corresponding to the Pipe Class in Table 203-1 or 203-2 for the pipe class specified on the plans. No single test shall have a result more than 20 percent greater than that corresponding to the limit in Table 203-1 or Table 203-2 for sulfates, chlorides and resistivity. No single test shall have a result more than 5 percent outside the limit in Table 203-1 for pH. The remaining sample material from a single failing test shall be split into three equal portions. CDOT shall receive one portion, the Contractor shall receive one portion and the remaining portion shall be retained by the Project. CDOT and the Contractor's Lab shall retest the failed sample; if the results from those tests are within 10 percent of each other, the results will be averaged. The averaged result will be used for Contract compliance. If the results from the Labs are not within 10 percent of each other, the remaining sample portion will be sent to an independent laboratory for testing using the testing requirements specified above. The independent laboratory will be mutually agreed upon by the Department and the Contractor. The Independent Lab's test result will be used for Contract compliance.

If the imported material's sulfates, chlorides, and resistivity are less than the limits and the pH is within the limits in Table 203-1 or 203-2, CDOT will bear all costs associated with the independent lab test. If the imported material's sulfates, chlorides, and resistivity is greater than the limits and the pH is outside the limits in Table 203-1 or 203-2,, all costs associated with independent lab testing shall be at the Contractor's expense.

Embankment represented by failing tests shall be removed from the project and replaced at the Contractor's expense.

Table 203-1
SULFATE, CHLORIDE AND PH OF IMPORTED MATERIAL

	SOIL		
Pipe Class	Sulfate (SO_4) % max	Chloride (Cl) % max	pH
0 , 7	0.05	0.05	6.0-8.5
1, 7	0.10	0.10	6.0-8.5
2, 8	0.20	0.20	6.0-8.5
3, 9	0.50	0.50	6.0-8.5
4, 9	1.00	1.00	5.0-9.0
5, 10	2.00	2.00	5.0-9.0
6, 10	>2.00	>2.00	<5 or >9

Table 203-2
RESISTIVITY AND PH OF IMPORTED MATERIAL

SOIL SIDE	
Resistivity, R (Ohm – cm)	pH
≥1,500	5.0-9.0
≥250	3.0-12.0

July 29, 2011

REVISION OF SECTIONS 206 AND 601
BACKFILLING STRUCTURES THAT
SUPPORT LATERAL EARTH PRESSURES

Sections 206 and 601 of the Standard Specifications are hereby revised for this project as follows:

In subsection 206.03, delete the ninth paragraph and replace with the following:

Backfill material shall not be deposited against newly constructed masonry or concrete structures, until the concrete has developed a compressive strength of 0.8 f 'c, except in cases where the structures support lateral earth pressure. Concrete compressive strength for structures supporting lateral earth pressure shall conform to subsection 601.12 (o).

Subsection 601.12 shall include the following:

(o) *Backfilling Structures that Support Lateral Earth Pressure.* Concrete compressive strengths shall reach f'c before backfilling operations can begin with heavy equipment, such as skid-steers or self-powered riding compactors. Concrete compressive strengths shall reach 0.8 f'c before backfilling operations can begin with hand operated equipment.

REVISION OF SECTION 206
IMPORTED MATERIAL FOR STRUCTURE BACKFILL

Section 206 of the Standard Specifications is hereby revised for this project as follows:

Subsection 206.02 (a) shall include the following:

Imported Material used as structure backfill for pipes (storm sewer, cross culverts, side drains, etc) shall be tested for compatibility with the selected pipe material.

When Nonreinforced Concrete Pipe or Reinforced Concrete Pipe is used, the imported material shall be tested for sulfate and pH.

When Corrugated Steel Pipe, Bituminous Coated Corrugated Steel Pipe or Precoated Corrugated Steel Pipe is used, the imported material shall be tested for sulfates, chlorides, pH and resistivity.

When Aramid Fiber Bonded Corrugated Steel Pipe or Corrugated Aluminum Pipe is used, the imported material shall be tested for pH and resistivity.

When Plastic pipe is selected, the imported material does not need to be tested for sulfates, chlorides, pH and resistivity.

Sulfates, chlorides, pH and resistivity shall be determined by the following procedures:

(1) Water soluble sulfates using CP-L 2103 Method B.
(2) Chlorides using CPL 2104
(3) Resistivity using ASTM G57
(4) pH using ASTM G51.

The average of three consecutive tests shall show the imported material's sulfate, chloride, pH and resistivity is not greater than the limits corresponding to the Pipe Class in Table 206-1 or 206-2 for the pipe class specified on the plans. No single test shall have a result more than 20 percent greater than that corresponding to the limit in Table 206-1 or Table 206-2 for sulfates, chlorides and resistivity. No single test shall have a result more than 5 percent outside the limit in Table 206-1 for pH. The remaining sample material from a single failing test shall be split into three equal portions. CDOT shall receive one portion, the Contractor shall receive one portion and the remaining portion shall be retained by the Project. CDOT and the Contractor's Lab shall retest the failed sample; if the results from those tests are within 10 percent of each other, the results will be averaged. The averaged result will be used for Contract compliance. If the results from the Labs are not within 10 percent of each other, the remaining sample portion will be sent to an independent laboratory for testing using the testing requirements specified above. The independent laboratory will be mutually agreed upon by the Department and the Contractor. The Independent Lab's test result will be used for Contract compliance.

If the imported material's sulfates, chlorides, and resistivity are less than the limits and the pH is within the limits in Table 203-1 or 203-2, CDOT will bear all costs associated with the independent lab test. If the imported material's sulfates, chlorides, and resistivity is greater than the limits and the pH is outside the limits in Table 206-1 or 206-2, all costs associated with independent lab testing shall be at the Contractor's expense.

Embankment represented by failing tests shall be removed from the project and replaced at the Contractor's expense.

Table 206-1
SULFATE, CHLORIDE AND PH OF IMPORTED MATERIAL

	SOIL		
Pipe Class	Sulfate (SO_4) % max	Chloride (Cl) % max	pH
0 , 7	0.05	0.05	6.0-8.5
1, 7	0.10	0.10	6.0-8.5
2, 8	0.20	0.20	6.0-8.5
3, 9	0.50	0.50	6.0-8.5
4, 9	1.00	1.00	5.0-9.0
5, 10	2.00	2.00	5.0-9.0
6, 10	>2.00	>2.00	<5 or >9

Table 206-2
RESISTIVITY AND PH OF IMPORTED MATERIAL

SOIL SIDE	
Resistivity, R (Ohm – cm)	pH
≥1,500	5.0-9.0
≥250	3.0-12.0

REVISION OF SECTION 206
STRUCTURE BACKFILL (FLOW-FILL)

Section 206 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 206.02 (a) and replace with the following:

(a) *Structure Backfill.* Class 1 and Class 2 structure backfill shall be composed of non-organic mineral aggregates and soil from excavations, borrow pits, or other sources. Material shall conform to the requirements of subsection 703.08. Class of material shall be as specified in the Contract or as designated.

Structure backfill (Flow-Fill) meeting the following requirements shall be used to backfill bridge abutments. The Contractor may substitute structure backfill (Flow-Fill) for structure backfill (Class 1) or structure backfill (Class 2) to backfill culverts and sewer pipes.

Flow-Fill is a self-leveling low strength concrete material composed of cement, fly ash, aggregates, water, chemical admixtures and/or cellular foam for air-entrainment. Flow-fill shall have a slump of 7 to 10 inches, when tested in accordance with ASTM C143 or a minimum flow consistency of 6 inches when tested in accordance with ASTM D6103. Flow-Fill shall have a minimum compressive strength of 50 psi at 28 days, when tested in accordance with ASTM D4832. Flash Fill shall not be used in lieu of Flow Fill.

Flow-Fill placed in areas that require future excavation, such as utility backfill shall have a Removability Modulus (RM) of 1.5 or less.

Removability Modulus, RM, is calculated as follows:

$$RM = \frac{W^{1.5} \times 104 \times C^{0.5}}{10^6}$$

where : W = unit weight (pcf)
C = 28-day compressive strength (psi)

Materials for structure backfill (Flow-Fill) shall meet the requirements specified in the following subsections:

Fine Aggregate[1, 4]	703.01
Coarse Aggregate[2, 4]	703.02
Portland Cement	701.01
Fly Ash[3, 4]	701.02
Water	712.01
Air Entraining Admixture	711.02
Chemical Admixtures	711.03

[1] Fine aggregate not meeting the requirements of subsection 703.01 may be used if testing indicates acceptable results for strength and air content.
[2] Coarse aggregate not meeting the requirements of subsection 703.02 may be used if testing indicates acceptable results for strength and air content.
[3] Fly ash not meeting the requirements of subsection 701.02 may be used if testing indicates acceptable results for strength and air content.
[4] Industrial by-product aggregates (foundry sand, bottom ash, etc..) and fly ash not meeting the requirements of subsection 701.02 shall submit a report from the supplier documenting the results of testing in accordance with the Toxicity Characteristic Leaching Procedure (TCLP) described in 40 CFR 261. The report shall include the results of TCLP testing for heavy metals and other contaminants. Materials shall not exceed the TCLP limits of 40 CFR 261.24 for heavy metals

Cellular foam shall conform to ASTM C869 and ASTM C796

Recycled broken glass (glass cullet) is acceptable as part or all of the aggregate. Aggregate including glass must conform to the required gradations. All containers used to produce the cullet shall be empty prior to processing. Chemical, pharmaceutical, insecticide, pesticide, or other glass containers containing or having contained toxic or hazardous substances shall not be allowed and shall be grounds for rejecting the glass

cullet. The maximum debris level in the cullet shall be 10 percent. Debris is defined as any deleterious material which impacts the performance of the structure backfill (Flow-Fill) including all non−glass constituents.

The Contractor may use aggregate which does not meet the above specifications if the aggregate conforms to the following gradation:

Sieve Size	**Percent Passing**
25.0 mm (1 inch)	100
75 µm (No. 200)	0 - 10[1]

[1] The amount of material passing the 75 µm (No. 200) screen may exceed 10 percent if testing indicates acceptable results for strength and air content.

The Contractor shall submit a structure backfill (Flow-Fill) mix design for approval prior to placement. The mix design shall include the following laboratory test data:

(1) ASTM C231, Air content
(2) ASTM D6023, Unit Weight
(3) ASTM C143, Slump or ASTM D6103 flow consistency
(4) ASTM D4832 28-day Compressive Strength
(5) Removability Modulus (RM)

In subsection 206.03, delete the thirteenth through fifteenth paragraphs and replace with the following:

Compaction of structure backfill (Flow-Fill) shall not be performed.

The maximum layer thickness for structure backfill (Flow-Fill) shall be 3 feet unless otherwise approved by the Engineer. The Contractor shall not place structure backfill (Flow-Fill) in layers that are too thick to cause damage to culverts, pipes and other structures, or that will cause formwork or soil failures during placement. Structure backfill (Flow-Fill) shall have an indention diameter less than 3 inches and the indention shall be free of visible water when tested in accordance with ASTM D6024 by the Contractor prior to placing additional layers of structure backfill (Flow-Fill).Testing structure backfill (Flow-Fill) in accordance with ASTM D6024 will be witnessed by the Engineer. Damage resulting from placing structure backfill (Flow-Fill) in layers that are too thick or from not allowing sufficient time between placements of layers shall be repaired at the Contractor's expense.

The Contractor shall secure culverts, pipes and other structures to prevent floating and displacement of these items during the placement of the structure backfill (Flow-Fill).

Prior to the placement of structure backfill (Flow-Fill), the Contractor shall sample the structure backfill (Flow-Fill) in accordance with ASTM D5971. The Contractor shall test the structure backfill (Flow-Fill) unit weight in accordance with ASTM D6023. The Contractor shall test the structure backfill (Flow-Fill) for slump in accordance with ASTM C143 or flow consistency according to ASTM D6103.

The Contractor shall sample and test the first three loads of structure backfill (Flow-Fill) for each placement and then randomly once every 50 cubic yards. Sampling and testing will be witnessed by the Engineer

When structure backfill (Flow-Fill) is placed in areas that require future excavation, the unit weight of the placed structure backfill (Flow-Fill) shall not exceed the unit weight of the approved mix design by more than 2.0 pcf.

Structure backfill (Flow-Fill) shall not be allowed to freeze during placement and until it has set sufficiently according to ASTM D6024. Frozen structure backfill (Flow-Fill) shall be removed and replaced at the Contractor's expense.

When the Contractor substitutes Structure Backfill (Flow-Fill) for Structure Backfill (Class 1) or (Class 2), the trench width may be reduced to provide a minimum 6 inch clearance between the outside diameter of the culvert and the trench wall.

January 31, 2013

REVISION OF SECTION 208
EROSION LOG

Section 208 of the Standard Specifications is hereby revised for this project as follows:

In subsection 208.02, delete (h) and replace with the following:

(h) *Erosion log*. Shall be one of the following types unless otherwise shown on the plans:

(1) Erosion Log (Type 1) shall be curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photo-degradable tube netting and shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log called for on the plans. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

(2) Erosion Log (Type 2) shall consist of a blend of 30-40 percent weed free compost and 60-70 percent wood chips. The compost/wood blend material shall pass a 50 mm (2 inch) sieve with a minimum of 70 percent retained on the 9.5 mm (3/8 inch) sieve and comply to subsection 212.02 for the remaining compost physical properties. The compost/wood chip blend may be pneumatically shot into a geotextile cylindrical bag or be pre-manufactured. The geotextile bag shall consist of material with openings of 3/8 inches of HDPE mesh, and contain the compost/wood chip material while not limiting water infiltration.

Erosion log (Type 1 and Type 2) shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log.

Table 208-1
NOMINAL DIMENSIONS OF EROSION LOGS

Diameter	**Length (feet)**		**Weight (minimum) (pounds/foot)**	**Stake Dimensions (Inches)**
	Min.	**Max.**		
9 inch	10	180	1.6	1.5 by 1.5 (nominal) by 18
12 inch	10	180	2.5	1.5 by 1.5(nominal) by 24
20 inch	10	100	4.0	2 by 2 (nominal) by 30

Stakes to secure erosion logs shall consist of pinewood or hardwood.

Subsection 208.11 shall include the following:

All BMPs measured by the linear foot shall be determined along the centerline of the BMP. Measured length will not include required overlap.

April 26, 2012

REVISION OF SECTION 212
SEED

Section 212 of the Standard Specifications is hereby revised for this project as follows:

In subsection 212.02 (a), delete the first paragraph and replace with the following:

(a) *Seed.* All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species, and the total pounds of PLS in the container. All seeds shall be free from noxious weed seeds in accordance with current state and local lists and as indicated in Section 213. The Contractor shall furnish to the Engineer a signed statement certifying that the seed is from a lot that has been tested by a recognized laboratory for seed testing within thirteen months prior to the date of seeding. The Engineer may obtain seed samples from the seed equipment, furnished bags or containers to test seed for species identification, purity and germination. Seed tested and found to be less than 10 percent of the labeled certified PLS and different than the specified species will not be accepted. Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.

1
REVISION OF SECTION 213
MULCHING

Section 213 of the Standard Specifications is hereby revised for this project as follows:

In subsection 213.01, delete the last paragraph and replace with the following:

This work includes furnishing and applying spray-on mulch blanket or bonded fiber matrix on top of rock cuts and slopes after seeding or as temporary stabilization as shown on the plans or as directed by the Engineer.

In subsection 213.02, delete the eighth paragraph and replace with the following:

The hydromulch material for hydraulic mulching shall consist of virgin wood fibers manufactured expressly from clean whole wood chips. The chips shall be processed in such a manner as to contain no growth or germination inhibiting factors. Fiber shall not be produced from recycled materials such as sawdust, paper, cardboard, or residue from pulp and paper plants. The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation. Upon application, the mulch material shall form a blotter like mat covering the ground. This mat shall have the characteristics of moisture absorption and percolation and shall cover and hold seed in contact with the soil. The Contractor shall obtain certifications from suppliers that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

In subsection 213.02, delete the eleventh paragraph and replace with the following:

Material for mulch tackifier shall consist of a free-flowing, noncorrosive powder produced either from the natural plant gum of Plantago Insularis (Desert Indianwheat) or pre-gelatinized 100 percent natural corn starch polymer. The powders shall possess the following properties:

Plantago Insularis (Desert Indianwheat):

Property	**Requirement**	**Test Method**
(1) pH 1% solution	6.5 - 8.0	
(2) Mucilage content	75% min.	ASTM D7047

Pre-gelatinized 100 percent natural corn starch polymer:

(1)	Organic Nitrogen as protein	5.5-7%
(2)	Ash content	0-2%
(3)	Fiber	4-5%
(4)	pH 1% solution	6.5 – 8.0
(5)	Size	100% thru 850 microns (20 mesh)
(6)	Settleable solids	<2%

All fibers shall be colored green or yellow with a biodegradable dye.

Delete the last paragraph in subsection 213.02 and replace with the following:

(a) *Spray-on Mulch Blanket.* Spray on mulch blanket shall be one of the following, unless otherwise shown on the plans:

(1) Spray-on Mulch Blanket (Type 1) shall be a hydraulically applied matrix containing organic fibers, water soluble cross-linked tackifier, reinforcing natural and/or synthetic interlocking fibers. Mulch Blanket (Type 1) shall conform to the following:

Properties	Requirement	Test Method
Organic Fibers	71% Min.	ASTM D 2974
Cross linked Tackifiers	10% +/- 2% Min.	
Reinforcing Interlocking Fibers	10% +/- 1% Min.	
Biodegradability	100%	ASTM D 5338
Ground Cover @ Application Rate	90% Min.	ASTM D 6567
Functional Longevity	12 Months Min.	
Cure Time	< 8 hours	
Application		
Application Rate	3,000 lb./acre	

The organic fiber shall not contain lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach. The organic fibers and reinforcing interlocking fibers cannot be produced from sawdust, cardboard, paper, or paper by-products.

(2) Spray-on Mulch Blanket (Type 2) shall be a hydraulically applied matrix pre-packaged in 50 pound bags containing both a soil and fiber stabilizing compound and thermally processed wood fiber.

The sterilized weed-free wood fiber mulch shall be manufactured through a thermo-mechanical defibrating process containing a specific range of fiber lengths averaging 0.25 inches or longer.

Mulch Blanket (Type 2) shall meet the following requirements:

Property	Requirement	Test Method
Fiber Retention On 28-Mesh Screen	≥ 40%	Tyler Ro-Tap Method
Moisture Content	12% ± 2%	Total Air Dry Weight Basis
Organic Matter	99.2% ± 0.2%	Oven Dry Weight Basis
Ash Content	0.8% ± 0.2%	Oven Dry Weight Basis
pH At 3% Consistency In Water	4.5-7.0 ± 0.5%	
Sterilized Weed-Free	Yes	
Non-Toxic To Plant Or Animal Life	Yes	

The soil and fiber stabilizing compound shall be composed of linear anionic copolymers of acrylamide pre-packed within the bag having a minimum content of 1.0 percent. The compound shall conform to the following:

Property	Requirement
Molecular Weight	≥ 12x106
Charge Density	> 25%
Non-Toxic To Plant Or Animal Life	Yes

(b) *Bonded Fiber Matrices (BFM).* BFM shall consist of hydraulically-applied matrix with a minimum of 70 percent non-toxic thermally processed or refined long strand organic fibers and water soluble tackifier to provide erosion control and designed to be functional for a minimum of 9 months. BFMs form an erosion-resistant

blanket that promotes vegetation and prevents soil erosion. The BFM shall be 100 percent biodegradable. The binder in the BFM should also be biodegradable. Biodegradable BFMs should not be applied immediately before, during, or immediately after rainfall if the soil is saturated. BFM shall conform to the following requirements:

Property	Requirement	Test Method
Ground Cover (%)	95	ASTM 6567
Bio-degradability (%)	100	ASTM 5338
Functional Longevity (months)	9 month minimum	
Cure Time (hours)	24-48	
Cross-linked tackifier	10% minimum	
Application		
Application Rate (lbs./Acre)	3000	

The fibers shall not contain lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach. Fiber shall not be produced from sawdust, cardboard, paper, or paper by-products.

In subsection 213.03 (b) 2, delete the second paragraph and replace with the following:

Application Rate: Apply this as an overspray at the following rate or as approved by the Engineer.

Powder	**Fiber**	**Water**
200 lbs./Acre	300 lbs./Acre	2000 gal./Acre

In subsection 213.03, delete (f) and replace with the following:

(f) *Spray-on Mulch Blanket.* Spray-on Mulch Blanket shall strictly comply with the Manufacturer's mixing recommendations and installation instructions. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and bio nutrients will be permitted. Apply Spray-on mulch blanket in a uniform application using a minimum 22 degree arc type nozzle. Apply hydro slurry in two direction (from top of slope down and from toe of the slope up, as well as, be applied at a minimum of two layers).

Hydromulching vessel shall be filled with water to at least 1/3 capacity (high enough to cover agitators) prior to adding any material. Continue to fill vessel with water and slowly add the fibers while agitators are in motion. Run agitators at ¾ speed. Continue to mix tank a minimum of 10 minutes prior to application.

Co-polymer shall not be used use in channels, swales, or other areas where concentrated flows are anticipated and should not be used on saturated soils that have groundwater seeps.

Subsection 213.03 shall include the following:

(g) *Bonded Fiber Matrices (BFM).* Bonded fiber matrices shall strictly comply with the Manufacturer's mixing recommendations and installation instructions. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and bio stimulant materials shall be permitted. BFM shall be applied in a uniform application using a minimum 22 degree arc type nozzle. Apply BFM in two direction (from top of slope down and from toe of the slope up, as well as, be applied at a minimum of two layers.

Biodegradable BFMs should not be applied immediately before, during, or immediately after rainfall if the soil is saturated.

4
REVISION OF SECTION 213
MULCHING

Product shall not be used use in channels, swales, or other areas where concentrated flows are anticipated and should not be used on saturated soils that have groundwater seeps.

Foot traffic, mechanical traffic or grazing shall not be permitted on treated areas until vegetated. Treated areas damaged due to circumstances beyond Contractor's control shall be repaired or re-applied as ordered. Payment for corrective work, when ordered, shall be at contract rates.

In subsection 213.04, delete the first paragraph and replace with the following:

The quantity of hay and straw mulch, wood chip mulch, wood fiber and, spray-on mulch tackifier, bonded fiber matrix and tackifier will not be measured but shall be the quantity designated in the Contract, except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity designated in the Contract. Measurement for acres will be by slope distances.

In subsection 213.04, delete the fourth paragraph and replace with the following:

Spray-on Mulch Blanket and Bonded Fiber Matrix will be measured by the acre or by the actual pounds of product applied, as shown on the plans. The area will be calculated on the basis of actual or computed slope measurements. The Contractor shall verify prior to application, weight of spray on mulch blanket and bonded fiber matrix bags for certification of materials and application rate.

Subsection 213.05 shall include the following:

Payment will be made under:

Pay Item	**Pay Unit**
Bonded Fiber Matrix	Acre
Bonded Fiber Matrix	Pound
Spray on Mulch Blanket	Pound

Payment for spray-on mulch blanket and bonded fiber matrix will be full compensation for all work and materials necessary to complete this item.

July 19, 2012

REVISION OF SECTION 250
ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

Section 250 of the Standard Specifications is hereby revised for this project as follows:

In subsection 250.03, delete the second and third paragraphs and replace with the following:

This project may be in the vicinity of property associated with petroleum products, heavy metal based paint, landfill, buried foundations, abandoned utility lines, industrial area or other sites which can yield hazardous substances or produce dangerous gases. These hazardous substances or gases can migrate within or into the construction area and could create hazardous conditions. The Contractor shall use appropriate methods to reduce and control known landfill, industrial gases, and visible emissions from asbestos encounters and hazardous substances which exist or migrate into the construction area. The Contractor shall follow CDOT's *Asbestos-Contaminated Soil Management Standard Operating Procedure, dated August 22, 2011* for proper handling of asbestos-contaminated soil, and follow all applicable Solid and Hazardous Waste Regulations for proper handling of soils encountered that contain any other substance mentioned above.

Encountering suspected contaminated material, including groundwater, old foundations, building materials, demolition debris, or utility lines that may contain asbestos or be contaminated by asbestos, is possible at some point during the construction of this project. When suspected contaminated material, including groundwater, is encountered or brought to the surface, the procedures under subsection 250.03(d) shall be followed.

In subsection 250.07 delete, (d) and replace with the following:

(d) *CDOT's Asbestos-Contaminated Soil Management Standard Operating Procedure, dated August 22, 2011.* Asbestos contaminated soil shall be managed in accordance with 6 CCR 1007-2, Section 5, Asbestos Waste Management Regulations. Regulations apply only upon discovery of asbestos materials during excavation and soil disturbing activities on construction projects, or when asbestos encounters are expected during construction. The contractor shall comply with procedures detailed in the CDPHE's Asbestos-Contaminated Soil Guidance Document and CDOT's approved *Asbestos-Contaminated Soil Management Standard Operating Procedure, dated August 22, 2011*, including the following minimum requirements:

(1) Immediate actions and implementation of interim controls to prevent visible emissions, exposure, and asbestos contamination in surrounding areas.

(2) Soil Characterization.

(3) Training required for all personnel involved in excavation and other soil disturbing activities, once asbestos is encountered during construction or on projects where asbestos encounters are expected. Training must be given by a Certified Asbestos Inspector or Certified Asbestos Abatement Designer with a minimum of six months experience inspecting asbestos contaminated soil.

(4) Assessment for the presence and extent, within the proposed area of disturbance, of asbestos discoveries, whether expected or unexpected, by a Certified Asbestos Inspector.

(5) Investigation and sampling required for risk assessment and management. Investigation, if required, shall be conducted by a Certified Asbestos Inspector.

(6) Risk assessment and determinations for further management or abatement.

(i) Risk assessment and determinations must be made by a Certified Asbestos Inspector, and coordinated with the Engineer.

(ii) Soil remediation is not necessarily required, depending on the circumstances.

(7) Submit 24-hour Notification of Unplanned Asbestos Discovery.

(8) Submit 10-day Notification of Planned Asbestos Management.

April 26, 2012

REVISION OF SECTION 401
COMPACTION OF HOT MIX ASPHALT

Section 401 of the Standard Specifications is hereby revised for this project as follows:

In subsection 401.17, delete the first paragraph and replace with the following:

401.17 Compaction. The hot mix asphalt shall be compacted by rolling. Both steel wheel and pneumatic tire rollers will be required. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required density is obtained. When the mixture contains unmodified asphalt cement (PG 58-28 or PG 64-22) or modified (PG 58-34), and the surface temperature falls below 185 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat. If the mixture contains modified asphalt cement (PG 76-28, PG 70-28 or PG 64-28) and the surface temperature falls below 230 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat.

Warm Mix Asphalt compaction requirements shall conform to CP 59.

In subsection 401.17, delete the third paragraph and replace with the following:

SMA shall be compacted to a density of 93 to 97 percent of the daily theoretical maximum specific gravity, determined according to CP 51. All other HMA shall be compacted to a density of 92 to 96 percent of the daily theoretical maximum specific gravity, determined according to CP 51. If more than one theoretical maximum specific gravity test is taken in a day, the average of the theoretical maximum specific gravity results will be used to determine the percent compaction. Field density determinations will be made in accordance with CP 44 or 81.

In subsection 401.17, second to last paragraph, delete the first sentence and replace with the following:

After production paving work has begun, a new Roller Pattern shall be demonstrated when a change in the compaction process is implemented.

July 19, 2012

REVISION OF SECTION 401
COMPACTION PAVEMENT TEST SECTION (CTS)

Section 401 of the Standard Specifications is hereby revised for this project as follows:

In subsection 401.17, delete the fifteenth paragraph and replace with the following:

Two sets of random cores shall be taken within the last 200 tons of the CTS. Each set shall consist of seven random cores. The Engineer will determine the coring locations using a stratified random sampling process. The locations of these cores will be such that one set can serve as a duplicate of the other. One set of these cores shall be immediately submitted to the Engineer. This set will be used for determining acceptance of the CTS and determining density correction factors for nuclear density equipment. Densities of the random samples will be determined by cores according to CP 44. Density correction factors for nuclear density equipment will be determined according to CP 81. Coring shall be performed under CDOT observation. Coring will not be measured and paid for separately but shall be included in the work. For SMA, a CTS is not used. The Contractor shall follow the requirements for the demonstration control strip in accordance with the Revision of Section 403, Stone Matrix Asphalt Pavement.

REVISION OF SECTIONS 401 AND 412
SAFETY EDGE

Sections 401 and 412 of the Standard Specifications are hereby revised for this project as follows:

Subsection 401.10 shall include the following:

The paver shall include an approved longitudinal paver wedge system to create a sloped safety edge as shown on the plans. The wedge system shall be attached to the screed and shall compact the HMA to a density at least as dense as the compaction imparted to the rest of the HMA layer by the paving screed. The system shall provide a sloped Safety Edge equal to 32 degrees plus or minus 5 degrees measured from the pavement surface cross slope extended. The use of a single plate strike off is not permitted. The system shall be adjustable to accommodate varying paving thicknesses. The Engineer may allow the Contractor to use handwork for short sections or to saw cut the sloped Safety Edge after paving operations are completed in areas such as transitions at driveways, intersections, interchanges.

The Contractor shall submit the proposed system for approval at the Preconstruction Conference. The Engineer may require proof that the system has been used on previous projects with acceptable results or may require a test section constructed prior to the beginning of work to demonstrate that it creates an acceptable wedge shape and compaction. Paving shall not begin until the system is approved in writing by the Engineer. The Safety Edge may be constructed on each lift of HMA or on the full specified plan depth on the final lift. The finished shape of the Safety Edge shall extend for the full depth of the asphalt pavement or for the top 5 inches whichever is less.

Subsection 401.22 shall include the following:

All costs associated with the construction of the Safety Edge will not be paid for separately, but shall be included in the work.

Subsection 412.07 shall include the following:

The Contractor shall use an approved longitudinal paver wedge system to create a sloped Safety Edge. The Contractor shall modify the paver screed to create a Safety Edge that meets the final cross-section shown on the plans. The system shall provide a sloped Safety Edge equal to 32 degrees plus or minus 5 degrees measured from the pavement surface cross slope extended. There may be areas where it is not possible to place the Safety Edge in conjunction with mainline paving but where the Safety Edge is required, such as transitions at driveways, intersections, interchanges, etc. In these areas the Engineer may allow the Contractor to use handwork for short sections or to saw cut the sloped Safety Edge after paving operations are completed.

The Contractor shall submit the proposed system for approval at the Preconstruction Conference. The Engineer may require proof that the system has been used on previous projects with acceptable results or may require a test section constructed prior to the beginning of work to demonstrate that it creates an acceptable wedge shape. Paving shall not begin until the system is approved in writing by the Engineer. The finished shape of the Safety Edge shall extend for the full depth of the concrete pavement or for the top 5 inches whichever is less.

Subsection 412.23 shall include the following:

Concrete Safety Edge will be measured by the actual number of linear feet that are installed and accepted.

Subsection 412.24 shall include the following:

Pay Item	**Pay Unit**
Concrete Safety Edge	Linear Foot

Payment for concrete safety edge will be full compensation for all work and materials required to complete the item.

February 3, 2011

REVISION OF SECTION 401
TEMPERATURE SEGREGATION

Section 401 of the Standard Specifications is hereby revised for this project as follows:

In subsection 401.16 delete the twelfth (last) paragraph and replace it with the following:

The Engineer may evaluate the HMA for low density due to temperature segregation any time industry best practices, as detailed on Form 1346, are not being followed or the Engineer suspects temperature segregation is occurring. The Engineer will first meet with the Contractor to discuss the paving practices that are triggering the temperature investigation. Areas across the mat, excluding the outside 1 foot of both edges of the mat, that are more than 25 °F cooler than other material across the width may be marked for density testing. Material for temperature comparison will be evaluated in 3-foot intervals behind the paver across the width of the mat. The material shall be marked and tested in accordance with CP 58. If four or more areas within a lot of 500 tons have densities of less than 93 percent of the material's maximum specific gravity for SMA mixes or less than 92 percent of the material's maximum specific gravity for all other HMA mixes, a 5 percent price disincentive will be applied to the 500 ton lot. The 500 ton count begins when the Engineer starts looking for cold areas, not when the first cold area is detected. This price disincentive will be in addition to those described in Sections 105 and 106. Only one area per delivered truck will be counted toward the number of low density areas. Temperature segregation checks will be performed only in areas where continuous paving is possible.

May 5, 2011

REVISION OF SECTIONS 412, 601 AND 711
LIQUID MEMBRANE-FORMING COMPOUNDS
FOR CURING CONCRETE

Sections 412, 601 and 711 of the Standard Specifications are hereby revised for this project as follows:

In subsection 412.14, first paragraph, delete the second sentence and replace with the following:

The impervious membrane curing compound shall meet the requirements of ASTM C 309, Type 2 and shall be volatile organic content (VOC) compliant.

In subsection 601.13 (b), first paragraph, delete the second sentence and replace with the following:

A volatile organic content (VOC) compliant curing compound conforming to ASTM C 309, Type 2 shall be used on surfaces where curing compound is allowed, except that Type 1 curing compound shall be used on exposed aggregate or colored concrete, or when directed by the Engineer.

In subsection 601.16 (a) 1., delete the first sentence and replace with the following:

1. Membrane Forming Curing Compound Method. A volatile organic content (VOC) compliant curing compound conforming to ASTM C 309, Type 2 shall be uniformly applied to the surface of the deck, curbs and sidewalks at the rate of 1 gallon per 100 square feet.

Delete subsection 711.01 and replace with the following:

711.01 Curing Materials. Curing materials shall conform to the following requirements:

Burlap Cloth made from Jute or Kenaf	AASHTO M 182
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309
Sheet Materials for Curing Concrete	AASHTO M 171*
*Only the performance requirements of AASHTO M171 shall apply.	

Straw used for curing shall consist of threshed straw of oats, barley, wheat, or rye. Clean field or marsh hay may be substituted for straw when approved by the Engineer. Old dry straw or hay which breaks readily in the spreading process will not be accepted.

REVISION OF SECTION 504
CONCRETE BLOCK FACING MSE WALL

Section 504 of the Standard Specifications is hereby revised for this project to include the following:

DESCRIPTION

504.06 This work consists of constructing a Concrete Block Facing Mechanically Stabilized Earth (MSE) Retaining Wall System at the locations and to the lines and grades shown on the plans. Either metallic or geosynthetic reinforcement (woven fabrics or geogrids) as specified in this specification may be used as MSE reinforcement in the reinforced structure backfill zone. The retained structure backfill zone is the structure backfill retained by the reinforced structure backfill zone as shown on the plans.

MATERIALS

504.07 Shop Drawings. The Contractor shall submit six sets of shop drawings and certified material test reports for review prior to construction of the wall. See subsection 504.12 for a complete list of submittal requirements. Shop drawings shall be submitted in accordance with subsection 105.02.

The shop drawings shall provide the details necessary to demonstrate compliance with the Contract, including:

(a) *Wall Layouts*. Wall layouts shall conform to the lines and grades on the plans including start, corner, and end stations, leveling pad step breaks, total number of blocks and top and bottom of wall elevations. For walls with rail anchoring slabs, the top of block elevations or the cast in place leveling course shall be within 2 inches of the elevation shown on the plans measured from the bottom of the anchoring slab. The construction batter required to achieve the batter shown on the plans shall be shown on the shop drawings. If temporary walls are required for the construction of permanent walls, the permanent wall vendor shall provide the shop drawings and certified material test reports for temporary walls.

(b) *Block Reinforcement Locations*. Unless otherwise shown on the plans, each layer of soil reinforcement shall be connected to the facial blocks. The block placement sequence, if other than bottom up and end to end of wall, shall be shown. The block to block reinforcement connections and the cut block limits at curved wall corners shall be shown.

(c) *Wall Elevations*. Except for the top of the leveling pad, wall elevations given on the plans are based on an 8 inch nominal block height. The actual reinforcement elevations shall be marked on the shop drawings by taking into account the supplied block height, number of reinforced layers, thickness of soil reinforcing and shimming material, and, for curved corners, the interposing layers of reinforcement.

(d) *Soil Reinforcement Material*. The soil reinforcement type, Minimum Average Roll Value of the Ultimate tensile strength, T_{ULT} (MARV), for geosynthetic soil reinforcement or yield strength for metallic soil reinforcement, spacing, lengths, elevations, and the corresponding wall design height segments shall be shown on the shop drawings. The starting and ending stations for change in grade of reinforcement material shall be shown for walls with different grade of reinforcement material at the same elevation. Material grade shall be clearly identified on each roll of reinforcement to avoid errors in placement. Elevations of the reinforcement layers shall be as specified on the shop drawings.

(e) *Soil Reinforcement Length (RL)*. The soil reinforcement length shall be measured from the front face of the concrete block face to the end of the soil reinforcement as measured to the last cross member. Except for secondary reinforcement, soil reinforcement lengths shall not be less than the lengths specified on the plans.

For wall segments with a Design Height (DH) greater than or equal to 8 feet, the soil reinforcement shall be the same length from top to bottom of the wall.

For wall segments with a Design Height (DH) less than 8 feet, the length of the top layer of soil reinforcement shall be 8 feet and all other layers of soil reinforcement shall be the same length from top to bottom of the wall.

Unless shown otherwise on the plans, the soil reinforcement lengths shall be as follows:

Design Height (DH)	Reinforcement Length (RL)	Reinforcement Length Top Layer
DH ≤ 6'-0"	6'-0"	8'-0"
6'-0" < DH < 8'-0"	DH	8'-0"
DH ≥ 8'-0"	0.7 x DH but not less than 8'-0"	0.7 x DH but not less than 8'-0"

The Reinforcement Lengths shown on the shop drawings shall be the reinforcement length required for internal stability and pull-out only, but they shall not be less than those shown in the table above. External Stability (bearing pressure, sliding and overturning) and global stability have already been considered and checked in the design.

(f) *Soil Reinforcement Spacing*.

1. The first (bottom) layer of soil reinforcement shall be one or two times the block height, not to exceed 16 inches, above the top of the leveling pad.

2. The last (top) layer of soil reinforcement shall be no further than three times the block height, not to exceed 24 inches, below the top of the uppermost concrete block.

3. The vertical spacing between layers of adjacent soil reinforcement shall be less than four times the block height, not to exceed 32 inches. For walls deriving their connection capacity by friction the maximum vertical spacing of the reinforcement shall be limited to two times the block depth (front face to back face), not to exceed 24 inches, to assure construction and long-term stability. For tributary strength computations, the top row of reinforcement shall be one-half the vertical spacing immediately below the top of the wall.

(g) *Long Term Design Strength (LTDS) of Reinforcement*.

1. The design charts on the plans define the strengths required for the zone of mechanical reinforcement of soil. Based on the total summed LTDS, the reinforcement proposed by the shop drawings for a specific wall height shall meet or exceed the total LTDS shown on the plans. This proposed reinforcement shall allow for a maximum of plus or minus 15 percent variation in each individual layer.

2. Metallic (Inextensible) Soil Reinforcement. The net section at the soil reinforcement to block connection shall be used for the sacrificial thickness calculation. The following minimum sacrificial thickness for reinforcement shall be applied to the 75 year LTDS calculations:

Galvanization Loss	15 µm/year for first 2 years 4 µm/year for subsequent years
Carbon steel loss	12 µm/year after zinc depletion

3. C. Geosynthetic (Extensible) Soil Reinforcement. Geosynthetic soil reinforcement shall be a geogrid or woven geotextile. For polyester (PET), polypropylene (PP), and high-density polyethylene (HDPE) reinforcement, the LTDS of material shall be determined using the following K percentages to ensure the required design life. Unless otherwise specified, LTDS shall not exceed the following K percent of its ultimate tensile strength, T_{ULT} (MARV), i.e.

   LTDS = K * T_{ULT} (MARV)

   (1) Geogrid reinforcement (HDPE, PET):

Products	K
Tensar	20%
Fortrac, Miragrid, Strata, Synteen and Raugrid	24%

(2) All products not listed above:

Products	K
All geogrid or woven geotextile products meeting AASHTO Standard Specifications for Highway Bridges, 16th Edition	10%
Products not meeting AASHTO Standard Specifications for Highway Bridges, 16th Edition including Non-woven geotextile products	5%

(h) *Design Heights and Supplied Reinforcing Material*. Unless otherwise defined on the plans, the wall design height shall be measured vertically from the top of the leveling pad to the top of the concrete rail anchoring slab for walls with railing, or to the top of the cast-in-place concrete coping for walls without railing. For walls that are in front of a bridge abutment that is founded on a deep foundation, the design height used to determine the soil reinforcement length shall be measured vertically from the top of the leveling pad to the top of the roadway carried by the bridge and the wall. Bridge approach slabs shall not be considered in the design of the MSE wall.

For both geosynthetic and metallic reinforcement, the required reinforcement LTDS and the supplied LTDS (determined in accordance with the K factors or depletion of material as defined above) with corresponding brand and grade of material shall be marked clearly on the elevation view or in a tabulation summary. The LTDS of the supplied reinforcement grade must meet or exceed the required LTDS corresponding to the reinforcement spacing provided.

(i) *Tiered Walls*. For the reinforcement layouts of tiered walls, the overall geometry, the reinforcement length and the sum of the LTDS provided from all layers in all tiers shall be in close conformity with the retaining wall system shown on the plans in order to ensure that local, global, and internal stability requirements have been met.

(j) *Obstructions*. Details for the placement of soil reinforcement around obstructions (i.e. steel piles, concrete piers, concrete boxes, pipes, etc.) shall be shown on the shop drawings. Design calculations shall be provided showing that the internal stability of the wall meets the required safety factors in the area of the obstruction.

(k) *Table of Quantities*. A table comparing the Structural Backfill (Class 1), Mechanical Reinforcement of Soil, Geomembrane, and Block Facing quantities shown on the plans to the quantities shown in the shop drawings and percent difference (positive percent indicates an increase in shop drawing quantities from the plans) shall be shown on the shop drawings. Structure Backfill (Class 1), Mechanical Reinforcement of Soil, Geomembrane, and Block Facing quantities shall be calculated in accordance with the Contract. The Contractor shall notify the Engineer of the difference in plan and shop drawing quantities before wall construction begins.

(l) *Placement Schedule*. Geomembrane placement schedule and clearances to soil reinforcements shall be shown.

(m) *Vertical Slip Joints*. Locations of stack bond blocks with vertical slip joints for differential settlement relief shall be as specified in subsection 504.19.

504.08 Backfill. Unless otherwise specified on the plans, wall backfill material in the reinforced structure backfill zone and the *associated* trapezoidal retained structure backfill zone shall conform to the requirements for Structure Backfill (Class 1) of Section 206. For reinforcement tensile stress and associated pullout, a friction angle of 34 degrees shall be assumed for Structure Backfill (Class 1). Structure Backfill (Class 1) shall be considered to be

non-aggressive soil for corrosion and durability computations. All reinforcing elements shall be designed to ensure a minimum design life of 75 years for permanent structures.

504.09 Leveling Pad. Concrete for the leveling pad shall be Concrete (Class D) conforming to the requirements of Section 601. Unless specified on the plans, the maximum vertical step shall be no greater than either 24 inches or three blocks, whichever is less. The leveling pad shall be reinforced only at the steps. When the toe of the wall is founded on a slope steeper than 1.5 (H) to 1 (V), the leveling pad shall be constructed with reinforced concrete with same reinforcing schedule as at its steps. Leveling pad concrete shall be cured for at least 12 hours before placement of the concrete blocks.

504.10 Geomembrane and Joints. A Geomembrane shall be installed on all walls at the top of the reinforced structure backfill zone and retained structure backfill zone to intercept surface runoff and prevent salt penetration into the backfill of the wall as shown on the plans. The Geomembrane shall meet the requirements of subsection 712.08 for geomembrane, and shall have a minimum thickness of 30 mils. It shall be spliced with a dual track field seamed joint in accordance with ASTM D4437 or ASTM D7717. For small local coverage areas, less than 30 square feet, the membrane may be spliced using a 6 inch minimum overlap and an adhesive or a single seam portable thermal welding tool, as suggested by the membrane manufacturer and approved by the Engineer. Unless otherwise shown on the plans, the membrane shall have a minimum coverage length measured perpendicular to the wall face of at least the wall Design Height (DH) plus Soil Reinforcement Length (RL) plus 1.5 feet. The membrane shall be installed with a slope between 20:1 (minimum) and 10:1 (maximum), as shown on the plans, from the block facing to a drainage system located at the cut or pre-filled slope as shown on the plans.

The drainage system shall consist of a 12 inch wide Geo-Composite strip drain inserted into a slot in the Geomembrane, at 10 foot maximum spacing, that collects the water from the membrane and conveys it to a water collector system at the toe of the 1:1 slope as shown on the plans. The water collector system shall consist of a 4 inch diameter perforated collector pipe surrounded by Filter Material Class B and wrapped with Class 3 Geotextile. A 4 inch diameter non-perforated drain pipe, at 100 foot maximum spacing, shall be used to discharge the water in the water collector system out the face of the wall.

Alternatives for the drainage system shown on the plans may be used by the Contractor. A detailed layout of this equivalent water collection system shall be provided by the Contractor and approved by the Engineer.

For tiered walls, a Geomembrane shall be installed between the top of the bottom wall and the toe of the top wall as shown on the plans.

504.11 Prefabricated Concrete Facing Blocks. Concrete blocks including partial blocks shall conform to the requirements shown on the plans and these specifications including the color, texture, and pattern. The Contractor shall provide certification that the results of tests performed in accordance with this subsection meet the requirements of the appropriate specification.

(a) Cementitious material shall meet the requirements of Section 701.

(b) Aggregates used in concrete blocks shall conform to ASTM C33 for normal weight concrete aggregate.

(c) The 28 day compression strength for concrete blocks shall be equal to or greater than 4500 psi. The quality of blocks shall be maintained such that the variations of the compression strengths are within 10 percent. The minimum oven dry unit weight shall be 125 pcf with a maximum water absorption rate by weight of 6 percent. Testing shall be performed in accordance with ASTM C140.

(d) All units shall be sound and free from cracks or other defects that would interfere with proper placement of the unit, or impair the strength or permanence of the construction. Cracks, chips, or color blemishes will be cause for rejection.

Any architectural or graffiti resistant treatments shall meet the requirements shown on the plans. If architectural coating is used and graffiti resistant treatments or water repellant sealer is required, the

Contractor shall provide the Engineer with four sample blocks for each different color and texture prior to beginning wall construction. Water-resistant or repellant coatings shall conform to ASTM C1262.

The permissible variations in the exterior dimensions of the concrete blocks shall not differ more than plus or minus ⅛ inch, except the height of the block shall be within plus or minus $^{1}/_{16}$ inch from the specified dimensions for an individual block. The minimum thickness of any walls or webs within the block shall be on average 2.5 inches at the face and 1.5 inches and 2 inches at stem and back. The vertical edges, if applicable, shall be chamfered for splitting and precise dimensioning.

(e) The Engineer shall be allowed access to the manufacturer's facilities to inspect and sample units from lots prior to delivery with a minimum 2 working days advance notice. The Engineer will reject any concrete blocks, which do not meet the requirements of this specification. The Contractor shall notify the Engineer in writing at least 3 working days before shipment of blocks begins.

504.12 Certifications, Calculations and Testing Reports. The Contractor shall provide the following reports, certifications, calculations and checklists as needed to accompany the shop drawing submittal. All engineering calculations, as stated in subsections 504.07(g)2, 504.07(j), 504.07(k), 504.12(e) and 504.12(f) shall be certified and stamped by a Professional Engineer licensed in the State of Colorado.

(a) *Certification of T_{ULT} (MARV) or Ultimate Tensile Strength*. For geo-synthetic reinforced systems only, the Contractor shall submit a certification letter from the manufacturer which provides the T_{ULT} (MARV) and certifies that the T_{ULT} (MARV) of the supplied materials have been determined in accordance with ASTM D4595 or ASTM D6637 as appropriate. For metallic wall reinforcement, a mill test report containing the ultimate tensile strength for the soil reinforcement shall be included in the certification.

(b) *Report Of The Block-Reinforcement Connection Test*. The test report shall be prepared and certified by an independent laboratory. The block to reinforcement connection test method shall conform to the requirements of ASTM D6638 with a service state connection strength displacement criterion of ¾ inch or National Concrete Masonry Association (NCMA) Methods SRWU-1.

(c) *Report For Block-Block Connection Test*. An independent laboratory shall prepare the test report. The block-to-block connection test method shall conform to the requirements of NCMA Methods SRWU-2. The service state connection strength displacement criterion shall be ¾ inch.

(d) *Report For Soil To Reinforcement Interface Pullout Test*. The test report shall be prepared and certified by an independent laboratory. The soil to reinforcement interface pullout test method shall conform to the requirements of ASTM D6706. Tests shall include the full range of overburden pressures as defined by the wall design heights.

(e) *Certification of Facial Block To Reinforcement Long-Term Connection Strength*. A certification shall be provided with detailed calculations according to the latest AASHTO Standard Specification including Interim and independent laboratory test results performed in accordance with FHWA NHI-00-043, Appendix A3 to demonstrate that the facial block to reinforcement connection meets or exceeds the current AASHTO 75 year design life requirements.

(f) *Certification of Reinforcement Pullout*. A certification shall be provided with detailed calculations to demonstrate that reinforcement pullouts meet or exceed the current AASHTO requirements. The metal reinforcement breakage and pullout calculations shall include a combination of 75 years of material depletion for carbon steel and galvanization loss.

(g) *Report and Certification for Concrete Block 28 Day Compression Strength and Water Absorption Rate*. For the 28 day compressive strength test, either a full block or a saw cut coupon compressive test is acceptable to verify the 28-day concrete strength provided the sample allows the test to conform to ASTM C90. The sampling shall be done at manufacturer’s casting yard and testing results shall be pre-approved before shipment. The Engineer will approve the sample selections for the coupon tests. Coupons shall be cut from the two sides or the back of block (not the front split face) with maximum two original concrete surfaces. The

average compressive strength of three tests from three randomly selected blocks, with load applied in the bearing direction shall be equal to or greater than 4500 psi with the minimum of 4000 psi for individual tests in accordance with ASTM C90 and ASTM C140. For the water absorption rate test, a minimum of two coupons shall be prepared and marked for each block, one coupon for successfully conducting the supplier's tests and one spared for future Engineer's test. The spared coupons from the three tests shall be labeled and delivered to the Engineer with the certification. The minimum oven dry density of concrete coupons shall be 125 pcf with a maximum water absorption rate by weight of 6 percent as determined by ASTM C140. Coupons shall be cut from relatively the same location of each block and prepared with uniform workmanship. Each individual sample must test within 12 percent of the average of the three.

(h) *Efflorescence and Freeze and Thaw Test*. The block shall be visually efflorescence free. Efflorescence control agent shall be used in concrete mix design. An independent laboratory shall provide reports and certifications using one of the following tests in accordance with ASTM C1262 using tap water or 3 percent saline solution and ASTM C1372 as appropriate:

(1) Test results for freeze and thaw durability shall be graphed and supplied with test data points every 50 cycles up to 300 cycles to confirm that blocks with concrete additives alone can survive 150 cycles with weight loss for each of 4 of the five samples not exceeding 1.0 percent of the initial weight in a tap water solution.

(2) Test results for freeze and thaw durability shall be graphed and supplied with test data points every 25 cycles up to 100 cycles to confirm that blocks with concrete additives alone can survive 60 cycles with weight loss for each of 4 of the five samples not exceeding 1.0 percent of the initial weight in a 3 percent saline solution.

A project specific freeze and thaw durability test shall be required for walls meeting one of the following requirements:

(1) Projects with a total facing area greater than 6000 square feet, as calculated in subsection 504.25, item (1), or

(2) Projects with any wall in front of or adjacent to bridge abutments and piers.

Wall construction may begin when acceptable freeze and thaw durability test results of units made with the same material, concrete mix design, manufacturing process, and curing method, conducted not more than 12 months prior to delivery until the test results of the actual blocks used in the wall can be obtained and submitted. The test results shall be submitted within one week of being recorded. The frequency of the freeze and thaw durability test shall be a minimum of one test every 6000 square foot of facing, as calculated in subsection 504.25, item (1).

For walls not requiring a project specific freeze and thaw durability test, the Contractor shall submit a certification letter from the facing manufacturer. The certification letter shall include acceptable freeze and thaw durability test results conducted not more than 12 months prior to delivery, that meet the requirements of subsection 8 A or 8 B above. The Certification shall be for units made with the same material, concrete mix design, manufacturing process, and curing method. The Engineer shall be allowed access to the manufacturer's facilities and records to verify that the mix design used in the certified freeze and thaw durability test results is the same as the mix design used for the actual blocks used in the project.

(i) *Submittal Checklist*. The Contractor shall submit the Block Faced MSE Wall Submittal Checklist, Form 1401, with the Certifications, Calculations and Testing Report submittal package included with the shop drawing submittal.

514.13 Conditions to Waive the Block-Reinforcement Connection Testing Reports. Unless otherwise noted on the plans the Contractor's Professional Engineer seal requirement for the Facial Block to Reinforcement Long-Term Connection Strength certified test report required by subsection 504.12(e) may be waived if the following conditions are met:

(1) Every block shall be connected by friction with either a main or a secondary reinforcement starting at 2 inches maximum from the front face of block.

(2) The spacing for main reinforcement is two blocks maximum or 16 inches, whichever is less.

(3) The secondary reinforcement shall be applied in between the main reinforcement. The same grade of material as used for main reinforcement shall be used for the secondary reinforcement: however only a minimum of 36 inches total length measured from the face of block is required.

(4) Aggregate filled cells shall be filled with ¼ inch aggregate. In lieu of aggregate filled cells, the cells in the top four blocks of the wall shall be doweled with steel or fiberglass bars and grouted with cement. Punched or poked holes through fabric reinforcement are allowed to accommodate grout and dowel bars.

504.14 Hybrid MSE Wall Systems.

A hybrid system is one which combines elements of both externally and internally stabilized systems.

An externally stabilized system uses a physical structure to hold the retained soil. The stabilizing forces of this system are mobilized either through the weight of a shape stable structure or through the restraints provided by the embedment of wall into the soil, if needed, plus the tieback forces of anchorages.

An internally stabilized system involves reinforced soils to retain fills and sustain loads. Reinforcement may be added to either the selected fills as earth walls or to the retained earth directly to form a more coherent stable slope. These reinforcements can either be layered reinforcements installed during the bottom-to-top construction of selected fills, or be driven piles or drilled caissons built into the retained soil. All this reinforcement must be oriented properly and extend beyond the potential failure mass.

Hybrid MSE wall systems may be used unless otherwise noted on the plans. Hybrid MSE wall systems are subject to the same design requirements for MSE walls and this specification. The shop drawings for Hybrid MSE wall system shall include a combination of design calculations and appropriate test results to demonstrate that it meets or exceeds the block facing system. Each unit in the hybrid MSE wall system shall have a facing area of 3.5 square feet and be stabilized by a counterfort. Hybrid MSE wall facing units shall be factory made with Class B Concrete with the following additional requirements:

(1) Minimum Cementitious Material Content: 610 lb./cu. yd.
(2) No more than 50 percent fine aggregate (AASHTO M6) by volume of total aggregate.
(3) Ambient temperature shall be a minimum of 40° F and rising when casting.
(4) Hybrid MSE wall facing shall be cured in accordance with AASHTO M170.

The following Certifications, Calculations and Testing Reports in subsection 504.12(c), (e), (g), and (h) are not required for Hybrid MSE wall systems. The facing to soil reinforcement connection test, subsection 504.12(b), may be waived only if the soil reinforcing spacing is less than or equal to 8 inches or the facing is secured and stabilized by hybrid components with primary reinforcement spacing less than 24 inches. The Contractor shall provide the following additional reports, certifications and calculations to accompany the shop drawing submittal for Hybrid MSE wall systems:

The Contractor shall submit the Block Faced MSE Wall Submittal Checklist, Form 1401, and the Panel Faced MSE Wall Submittal Checklist, Form 1402, with the Certifications, Calculations and Testing Report submittal package included with the shop drawing submittal.

CONSTRUCTION REQUIREMENTS

504.15 Approval and Qualifications of MSE Wall Installer. The job site wall foreman shall have experience in construction of at least five transportation related MSE walls within the last three years. Transportation related MSE walls are walls that carry or are adjacent to vehicular traffic and are constructed with MSE reinforcement in

the reinforced structure backfill zone. The foreman must have prior experience or adequate training on the products that the Contractor elects to use on the project. The resume and credentials of the foreman shall be submitted to the Engineer for approval prior to the pre-construction meeting. The foreman shall be on the site for 100 percent of the time during which the wall is being constructed.

504.16 Wall Test Segment. The wall test segment shall be the first segment of the wall constructed. The wall test segment shall be constructed in the presence of the Technical Representative and the Engineer and shall include construction of each of the 5 elements listed in subsection 504.17. The minimum length of the wall test segment shall be 40 feet or the full length of the wall if less than 40 feet. A wall test segment shall be constructed for the first wall constructed from each wall product used on the project.

504.17 Technical Representative of Wall Product Supplier. The Contractor shall arrange for a technical representative (Tech Rep) of the manufacturer of the wall products to be present during the construction of each wall test segment. If the wall products are supplied from different manufactures, a Tech Rep from each wall product shall be present. The Tech Rep shall be present for construction of the wall test segment and each of the following elements:

(1) Placement of a minimum of the first two layers of primary soil reinforcement and backfill,

(2) If obstructions (i.e. steel piles, concrete piers/abutments, concrete boxes, pipes, etc.) exist, placement of primary soil reinforcement and backfill at one of the obstructions,

(3) Placement of a minimum of the first six courses of blocks or a minimum of a four foot wall height,

(4) If a vertical slip joint is required, construction of the vertical slip joint in a minimum of a six course portion of block or a minimum of a four foot wall height, and

(5) If corners are required, construction of a corner representative of the corners in the wall in the project in a minimum of a six course portion of block or a minimum of a four foot wall height..

Before construction of the wall test segment the Tech Rep shall provide the Contractor and the Engineer the following:

(1) Technical instructions as required in the construction of the earth retaining wall system.

(2) Product specific specifications in the placement of the soil reinforcement and backfill in accordance with the wall system.

(3) Guidelines in placing the facing units and attaching them to the soil reinforcement in accordance with the system requirements.

(4) Provide technical assistance to the facing unit fabricator.

At the completion of the wall test segment the Tech Rep shall provide the following:

(1) Documentation that the wall test segment was constructed in accordance with the product specific specifications. This documentation shall include a location description (starting and ending stations and elevations) of the wall test segment.

(2) Documentation that the job site wall foreman is familiar with the wall products used to construct the walls on the project.

After completion of the wall test segment the Tech Rep shall be available whenever there is any special field condition such as change of geological condition, when there are equipment or personnel changes, or when requested by the Engineer.

504.18 Facial Block Quality Control, Placing Plan and Daily Placement Logs. Before the start of each wall construction, the Contractor shall provide a block-placing plan and shall supply daily placement logs to the Engineer weekly and at the completion of the wall. The daily placement log shall consist of an elevation view of the wall showing the dates, number of blocks placed, and the lot numbers of the blocks placed. The block quality control shall contain multiple submittals if required by subsection 504.12(g). Blocks shall be labeled with the manufacturer's lot number for each pallet and corresponding certification with one set of random samples tested for each 6000 blocks. At least one certification with supporting test results is required for each wall. Test results shall be reviewed and pre-approved by the Engineer before shipment. The Engineer may conduct separate tests with the spared coupons from the original samples. Block testing shall be increased to one set of sampling for every 3000 blocks if the Engineer identifies substandard blocks or when block color or concrete mix changes. With the Engineer's approval, block sampling may be reduced to one set of sampling for every 12,000 blocks after the first acceptable sampling results. The blocks used for Engineer's verification purposes shall be a maximum of 0.5 percent of the total number of blocks. The Engineer will conduct block sampling as early as possible and acquire blocks regularly. However, when tests are not performed within 90 days of the sampling date, the blocks will be returned untested. The Contractor shall coordinate and mark the block and backfill placing sequence on the daily placement logs. The log serves as means for the Engineer to identify where each lot of blocks was placed.

504.19 Wall with Curved Alignments, Tight Curved Corners, and Sections Adjacent To Bridge Abutment. The Contractor shall provide a placement plan that shows curved layouts, special block or saw cut block dimensions, sequence of block placement, and construction off-sets as recommended by the manufacture. For tight curved corners, 8 foot radius or less, and dissimilar foundations such as bridge abutment, to avoid blocks with random cracks, the Contractor shall install stack bond blocks with vertical slip joints as shown on the shop drawings; however reinforcement spacing shall be reduced to one block height, or other properly designed methods of block stabilization shall be used as approved by the Engineer. Short secondary reinforcements used to tied-back cut blocks in between main reinforcements are acceptable. A vertical slip joint for stress relief may be built either with pre-cut or partial pre-cut individual blocks or by saw cutting block face of breaking running bond vertically right after installation.

504.20 Excavation and Backfill. The base of the leveling pad shall receive the same compaction as cut areas required by subsection 203.07. The Contractor shall report to the Engineer in writing density test results for any unsatisfactory bearing material not meeting the minimum 90 percent compaction for walls less than 16 feet high and 95 percent of T-180 for walls higher than 16 feet. If the excavation for the placement of the leveling pad exposes an unsatisfactory bearing material, the Engineer may require removal and replacement of that material. The removed material shall be replaced with Structure Backfill (Class 1) compacted in conformance with subsection 206.03. The Engineer with the assistance of the geotechnical engineer of record will provide the limits including the depth of removal. As directed by the Engineer, and if required, Structure Backfill (Class 1) shall be reinforced with soil reinforcements in conjunction with wick drains and outlet pipes.

The Contractor shall grade the foundation for the bottom of the wall for a width equal to or exceeding the limits of the Reinforcement Length (RL) plus 18 inches as shown on the plans. This graded area shall be compacted with an appropriate vibratory roller weighing a minimum of 8 tons for at least five passes or as directed by the Engineer. For cut wall with continuous seepage, phasing of foundation construction or a different drainage and foundation improvement plan may be necessary.

The reinforced structure backfill zone and the retained structure backfill zone portion immediately behind the wall as defined on the plans shall be Structure Backfill (Class 1). Recycled asphalt, recycled concrete and flow-fill material shall not be substituted for Structure Backfill (Class 1). Each compacted layer of backfill within a distance equal to the reinforcement spacing away from the back of the block shall not exceed 4 inches. The triangular or trapezoidal portion behind the concrete blocks and above the spill of backfill, as shown on the plans, shall be filled with $\frac{3}{8}^{+}$ inch crushed rock, filter aggregates with filter fabric, or wall system specific fill as approved by the Engineer. Density tests behind and parallel to the wall in the triangular or trapezoidal portion above the backfill spill zone are not required. Each compacted layer of backfill shall not exceed 8 inches and shall be roughly leveled with the top of block elevation of the lift. The fill and compaction operation shall start 3 feet from the wall back face and progress toward the end of the reinforcement. All Structure Backfill (Class 1) including fill material under the wall and on-site material as allowed under subsection 504.08 shall be compacted to a density

of at least 95 percent of the maximum density as determined according to AASHTO T 180. For on-site foundation material containing more than 30 percent retained on the ¾ inch sieve, a method of compaction consisting of a conventional heavy vibratory roller starting with minimum 5 passes shall be used to establish the number of passes required to exceed the 95% T180 density requirement.

At least 6 inches of material shall be in place prior to operation of tracked vehicles over soil with reinforcement. Only power operated roller or plate compaction equipment weighing less than 1,000 pounds is allowed within 3 feet of the front face of the wall. The reinforcement shall not be connected to the wall until the compacted fill is at or slightly higher than the location of the connector.

Backfill containing frost or frozen lumps shall not be used. Backfill that has been placed and becomes frozen shall be removed and replaced at the Contractor's expense. If cold weather conditions prevent the placement of Structure Backfill (Class 1), the Contractor may use Filter Material Class B as backfill without compaction at the Contractor's expense and approved by the Engineer. The Contractor shall provide a test report, prepared and certified by an independent laboratory, that the internal friction angle of soil for the Filter Material Class B meets or exceeds that shown on the plans.

The Contractor shall place additional blocks including partial height blocks and properly compacted fill material to return the finished grade to the plan elevations if settlement, as determined by the Engineer, has occurred. A final inspection before the installation of rail anchoring slab will be made after construction settlement, if any, has occurred or 30 days after the completion of the wall. The Contractor shall provide immediate temporary storm water protection and wind erosion control at the end of each day during construction. If settlement occurs as the result of loss of backfill due to wind or water erosion, non-conforming backfill such as frozen fill or over-saturated fill, or if the backfill does not meet compaction requirements, the Contractor shall remove the backfill, wash the soil reinforcement, and bring the elevation to the finished grade at the Contractor's expense. Before final project acceptance, the Contractor shall repair any backfill losses due to wind and water erosion.

To avoid the foundation of the leveling pad being washed out by rain, the area in front of the wall and around the leveling pad shall be backfilled as soon as practicable.

504.21 Reinforcement. Steel reinforcement shall be slack free and geosynthetic reinforcement shall be slightly pre-tensioned. The minimum coverage ratio for geogrid reinforcement shall be 67 percent and the spaces between rolls shall be staggered between layers of soil reinforcement. The minimum coverage ratio for woven fabric reinforcement shall be 100 percent and an overlap between rolls is not required. Woven fabric sheet reinforcement shall be laid to within 1inch of the front face of block. Soil reinforcement shall not be cut to avoid obstructions unless shown on the shop drawings.

504.22 Leveling Pad. The foundation of the leveling pads shall meet the requirements of subsection 504.20. The leveling pad shall be level within the tolerance of $^{1}/_{16}$ inch for any two block lengths, and within ¼ inch for any two points that are 10 feet apart.

Cushion or shimming material (Expansion Joint Material, Concrete Mortar Grout, Roofing Felt, or Geosynthetic Reinforcement) shall be used to support the blocks that are to be directly founded on the leveling pad. Before starting a new course of blocks, the Contractor shall take measures to ensure that the wall elevations will be matched at the next leveling pad step. Cushion or shimming material or grinding as necessary shall be used to obtain the necessary block elevations at the next leveling pad step.

504.23 Block Facing. For walls that support a roadway, the wall layout line at the leveling pad shall be set back and pre-measured with appropriate batter (5 to 8 percent) from the top of the blocks according to the offset with respect to the centerline of the road. For walls adjacent to a roadway, the wall layout line at the leveling pad shall be directly offset from the centerline of the road. An overall negative batter (wall face leaning outward) between the bottom and the top of the wall is not allowed. For vertical walls, unless otherwise noted on the plans, the final wall face shall be vertical or shall have a positive batter that is not greater than 5 percent for construction control purposes. For walls higher than 16 feet, the 5 percent batter requirement shall be relaxed to a maximum of 8 percent as required for special block products. The surface of the wall face shall be tested with a 10 foot straightedge laid along the surface in the horizontal and vertical directions. Except as necessary for horizontal

alignment of the wall, a convex deviation (wall belly) of the wall face from the straightedge shall not be allowed, and any concave deviation (wall depression) from the straightedge shall be less than ¾ inch.

Unless otherwise noted, all blocks shall be dry-stacked and placed with each block spanning the joint in the row below (running bond). Shimming or grinding shall control the elevations of any two adjacent blocks within 1/24 inch. The top of blocks shall be tested with a 3 foot or longer straight edge bubble level. All high points identified by the straight edge shall be ground flat. Tilting of the blocks, from front to back of the wall, shall be checked at each course, correction by shimming shall be done no later than three completed courses. For walls without a rail-anchoring slab, the top two courses, or a cast-in-place reinforced concrete cap course and the two courses directly below it, shall be pinned and internally grouted together with a minimum of two #4 rebars per block. The concrete block shall have cells to accommodate grouted pins and modifications shall be made for blocks that do not have such cells. Grout is limited to penetrate a maximum depth of three blocks measured from the top of fill for each operation. For grout more than three blocks in height, if specified on the plans, multiple grout operations are required. A layer of fabric shall retain the grout in the lowest grouted block layer. The aggregate for grout shall be modified according to cell size and geogrid aperture. Grout in any 20 foot long wall segment shall be placed and consolidated by a minimum of two simultaneously working concrete vibrators. Precast cap blocks shall not be used in lieu of a cast-in-place reinforced concrete cap. All concrete used for cast-in-place cap and grout shall have a minimum 28 day compression strength of 4500 psi.

For walls with rail anchoring slabs, the top of block elevations shall be within 2 inches of the bottom of the anchoring slab. Cast-in-place concrete or sawcut partial height blocks may be used to accomplish this without extra cost to the project.

Where the Geomembrane for drainage interferes with the continuation of reinforcement, the blocks beyond the termination shall be reinforced or shimmed with the same grade of soil reinforcing material to maintain the reinforcing at the constant block elevation.

As shown on the plans, facing blocks directly exposed to spray from deiced pavements and indirect windborne spray shall have three coats of water resistant or repellant concrete sealer applied to the front face of the wall before the wall is opened to traffic.

504.24 Fill under Leveling Pad. For walls requiring fill under the planned elevation of the leveling pad, the Contractor may lower the elevation of the leveling pad as approved by the Engineer, except that the finished elevation at the top of the wall shall not be altered. As requested by the Contractor, and with the Engineer's approval, the higher wall shall be redesigned with longer reinforcement length and revised reinforcement schedule.

METHOD OF MEASUREMENT

504.25 MSE retaining walls will not be measured for payment in the field, but will be paid for by the calculated quantities shown on the plans for the five major components of the wall: structure excavation, structure backfill, block facing, mechanical reinforcement of soil, and geomembrane. The Contractor's construction of a system that requires increased or decreased quantities of any of the components to complete the wall to the dimensions shown will not result in a change in pay quantities. Exceptions will be made when field changes are ordered or when it is determined that there are discrepancies on the plans in an amount of at least plus or minus five percent of the plan quantity.

(1) The block facing quantity was calculated for the square foot of wall front face area from the top of the leveling pad (or average pad elevations) as shown on the plans to the top of the anchoring slab for walls with railing, or to the top of the cast in place coping for walls without railing.

(2) The structure excavation quantity was calculated for the total volume of earth to be removed before the installation of the reinforced zone as shown on the plans.

(3) The structure backfill quantity was calculated for the total volume behind the wall (the retained structure backfill zone) including the material in the reinforced zone as shown on the plans.

(4) The mechanical reinforcement of soil quantity was calculated for the total volume of the reinforced zone as shown on the plans.

(5) Geomembrane was calculated as the design height (DH) plus soil reinforcement length (RL) plus 1.5 feet, disregarding the slope of the membrane.

The square foot and cubic yard quantities computed for payment are the wall plan quantities based on the height measured at 20 foot maximum intervals along the wall layout line.

BASIS OF PAYMENT

504.26 The accepted quantities will be paid for at the contract unit price per unit of measurement for the pay items listed below:

Payment will be made under:

Pay Item	**Pay Unit**
Block Facing	Square Foot

Structure excavation will be paid for under the Section 206 Pay Item Structure Excavation. Structure backfill will be paid for under the Section 206 Pay Item Structure Backfill (Class 1). Soil reinforcement will be paid for under the Section 206 Pay Item Mechanical Reinforcement of Soil. Geomembrane will be paid for under the Section 420 Pay Item Geomembrane.

Rail anchoring systems (slabs) at the tops of walls and leveling pads at the bottom of wall will be measured and paid for separately under the Section 601Pay Item Concrete and the Section 602 Pay Item Reinforcing Steel.

Payment will be full compensation for all work and materials required to construct the concrete block facing MSE wall. Miscellaneous items such as, dual track welding of Geomembrane, drainage ditches, rundowns, filter material, filter fabric, grout, pins, shimming material, concrete block coating and providing a technical representative will not be measured and paid for separately but shall be included in the work.

504.27 Block Facing Payment Reductions. In this subsection, “block” refers to either a concrete block or a hybrid unit.

(1) A dislocated block is where the edge of an individual block is offset outward more than ¼ inch or placed with a vertical joint more than ¼ inch from the edge of adjacent blocks.
(2) A cracked block is an individual block with any visible crack visible in natural light from a distance equal to the wall height.
(3) A corner knock-off is a block with any missing facial corners or any side longer than ½ inch at the corner.
(4) Substandard blocks are concrete blocks installed in any wall segments that do not meet the certified values of compression strength, water absorption rate, or freeze/thaw cycles; substandard blocks include blocks actually in the wall for which the Contractor does not provide reports and certifications as required in subsection 504.12.

In the completed wall, or completed portion of the wall, if the number of defective blocks (cracked blocks, corner knock-off blocks, dislocated blocks, efflorescence or cement blemished blocks and substandard blocks) and blocks failing the straightedge test exceeds 3 percent of the total number of blocks in any wall segment of 40 foot horizontal or arc length, a price reduction will be applied to that portion of the wall. The price reduction shall be 3 percent for each percent of defective blocks in this portion of the wall exceeding 3 percent. This percentage shall accumulate thereafter to a maximum reduction of 21 percent. For blocks subject to price reduction, if the defects are repairable or the overall quality of wall can be improved, with the consent from the Engineer, the Contractor may repair and reduce the percentage of price reduction. A walkthrough inspection will be made as requested by the Contractor before final payment.

% of Defective	$x \leq 3$	$3 < x \leq 4$	$4 < x \leq 5$	$5 < x \leq 6$	$6 < x \leq 7$	$7 < x \leq 8$	$8 < x \leq 9$	$9 < x \leq 10$	$x > 10$

Blocks (x) in 40 foot section									
% of Price Reduction for that section	0	3	6	9	12	15	18	21	Rejection

The overall payment reduction percentage shall be calculated by dividing the sum of all defective blocks by the total number of blocks in that portion of the wall. When this percentage exceeds 10 percent, the Engineer will reject the entire wall or portions thereof. The Contractor shall replace the rejected wall at his own expense.

REVISION OF SECTION 504
CONCRETE PANEL FACING MSE WALL

Section 504 of the Standard Specifications is hereby revised for this project to include the following:

DESCRIPTION

504.06 This work consists of constructing a Concrete Panel Facing Mechanically Stabilized Earth (MSE) Retaining Wall System at the locations and to the lines and grades shown on the plans. Either metallic or geosynthetic reinforcement (woven fabrics or geogrids) as specified in this specification may be used as MSE reinforcement in the reinforced structure backfill zone. The retained structure backfill zone is the structure backfill retained by the reinforced structure backfill zone as shown on the plans.

MATERIALS

504.07 Shop Drawings. The Contractor shall submit six sets of shop drawings and certified material test reports for review prior to construction of the wall. See subsection 504.12, for a complete list of submittal requirements. Shop drawings shall be submitted in accordance with subsection 105.02.

The shop drawings shall provide the details necessary to demonstrate compliance with the Contract, including:

(a) *Wall Layouts.* Wall layouts shall conform to lines and grades on the plans including start, corner, and end stations, leveling pad step breaks, total number of panels and top and bottom of wall elevations. For walls with rail anchoring slabs, the top of panel elevations shall be within 8 inches of the elevation shown on the plans measured from the bottom of anchoring slab. The construction batter required to achieve the batter shown on the plans shall be shown on the shop drawings. If temporary walls are required for the construction of permanent wall, the permanent wall vendor shall provide the shop drawings and certified material test reports for temporary walls.

(b) *Panel and Reinforcement Locations.* Unless otherwise shown on the plans, each layer of soil reinforcement shall be connected to the back of each facial panel and the panel numbering and placement sequence shall be shown. The back of each panel shall be logically numbered with its location.

Panel to panel, panel to reinforcement connection detail, and limits of special panels at curved wall corner shall be shown.

(c) *Wall Elevations*. Except for the top of the leveling pad, wall elevations given on the plans are based on the desirable wall height. The actual panel and reinforcement elevations shall be marked on the shop drawings by taking into account the supplied panel as well as special panel heights for matching the front and top finished grade.

(d) *Soil Reinforcement Material*. The soil reinforcement type, Minimum Average Roll Value of the Ultimate tensile strength T_{ULT} (MARV) for geosynthetic soil reinforcement or yield strength for metallic soil reinforcement, spacing, lengths, elevations, and the corresponding wall design height shall be shown on the shop drawings. The starting and ending stations for change in grade of reinforcement material shall be shown for walls with different grade of reinforcement material at the same elevation. Material grade shall be clearly identified on each roll of reinforcement to avoid errors in placement. Elevations of the reinforcement layers shall be as specified on the shop drawings.

(e) *Soil Reinforcement Length (RL).* The soil reinforcement length shall be measured from the back face of the concrete panel to end of the soil reinforcement as measured to the last cross member. Except for secondary reinforcements, soil reinforcement lengths shall not be less than the lengths specified on the plans.

For wall segments with a Design Height (DH) greater than or equal to 8 feet, the soil reinforcement shall be the same length from top to bottom of the wall.

For walls segments with a Design Height (DH) less than 8 feet, the length of the top layer of soil reinforcement shall be 8 feet and all other layers of soil reinforcement shall be the same length from top to bottom of the wall.

Unless shown otherwise on the plans, the soil reinforcement lengths shall be as follows:

Design Height (DH)	Reinforcement Length (RL)	Reinforcement Length Top Layer
DH ≤ 6'-0"	6'-0"	8'-0"
6'-0" < DH < 8'-0"	DH	8'-0"
DH ≥ 8'-0"	0.7 x DH but not less than 8'-0"	0.7 x DH but not less than 8'-0"

The Reinforcement Lengths shown on the shop drawings shall be the reinforcement length required for internal stability and pull-out only, but they shall not be less than those shown in the table above. External stability (bearing pressure, sliding and overturning) and global stability have already been considered and checked in the design.

(f) *Panel Size and Soil Reinforcement Spacing*.

1. Except for full height panels, the maximum panel size is 50 square feet and the minimum panel height shall be 30 inches.

2. For full height panels, the maximum panel width shall be 10 feet and the maximum panel height shall be 30 feet. Differential deflection between adjacent panels shall be limited to 1/500. The vendor shall supply design calculations regarding panel concrete crack size control during shipment and construction and estimated joint width and differential deflection limits. The use of full height panels with widths greater than 10 feet or heights greater than 30 feet shall be approved by the Engineer.

3. The maximum vertical spacing between layers of adjacent soil reinforcement shall not exceed 30 inches. Except the half height panel used at the top and bottom of wall, including all partial and extended height panels at the top of wall there shall be at least two layers of reinforcement per panel.

4. The first and bottom layers of reinforcement shall be within 15 inches measured from the top of panel and from the top of leveling pad accordingly.

5. Shiplap joints shall be required at horizontal and vertical joints for segmental panel walls and all vertical joints for full height panel walls. The gap between two adjacent panels shall be ½ to 1 inch. Shiplap joints are not required at the vertical joints of segmental and full height panel when a minimum of 12 inches depth of continuous crushed rock wrapped with Class 2 Geotextile is installed behind the joints as shown in the shop drawings. Geotextile (Class 2) and crushed rock will not be measured and paid for separately, but shall be included in the work. Neoprene cushions shall be provided at all horizontal joints as shown in the plans.

(g) *Long Term Design Strength (LTDS) of Reinforcement*.

1. The design charts on the plans define the strengths required for the zone of mechanical reinforcement of soil. Based on the total summed LTDS, the reinforcement proposed by the shop drawings for a specific wall height shall meet or exceed the total LTDS shown on the plans. This proposed reinforcement shall allow for a maximum of plus or minus 15 percent variation in each individual layer.

2. Metallic (Inextensible) Soil Reinforcement. The net section at the soil reinforcement to panel connection shall be used for the sacrificial thickness calculation. The following minimum sacrificial thickness for reinforcement shall be used for the 75 year LTDS calculations:

Galvanization Loss	15 µm/year for first 2 years 4 µm/year for subsequent years
Carbon steel loss	12 µm/year after zinc depletion

3. Geosynthetic (Extensible) Soil Reinforcement. Geosynthetic soil reinforcement shall be a geogrid or woven geotextile. For polyester (PET), polypropylene (PP) and high-density polyethylene (HDPE) reinforcement, the LTDS of material shall be determined using the following factors of safety to ensure the required design life. Unless otherwise specified, LTDS shall not exceed the following K percent of its ultimate tensile strength, T_{ULT} (MARV), i.e.

$$LTDS = K * T_{ULT} (MARV),$$

(1) Geogrid reinforcement (HDPE, PET):

Products	K
Tensar	20%
Fortrac, Miragrid, Strata, Synteen and Raugrid	24%

(2) All products not listed above:

Products	K
All geogrid or woven geotextile products meet AASHTO Standard Specifications for Highway Bridges, 16th Edition	10%
Products not meet AASHTO Standard Specifications for Highway Bridges, 16th Edition including Non-woven geotextile products	5%

(h) *Design Heights and Supplied Reinforcing Material*. Unless otherwise defined on the plans, the wall design height shall be measured vertically from the top of the leveling pad to the top of the concrete rail anchoring slab for walls with railing, or to the top of the cast-in-place concrete coping for walls without railing. For walls that are in front of a bridge abutment that is founded on a deep foundation, the design height used to determine the soil reinforcement length shall be measured vertically from the top of the leveling pad to the top of the roadway carried by the bridge and the wall. Bridge approach slabs shall not be considered in the design of the MSE wall.

For both geosynthetic and metallic reinforcement, the required reinforcement LTDS and the supplied LTDS (determined in accordance with the K factors or depletion of material as defined above) with corresponding brand and grade of material shall be marked clearly on the elevation view or in a tabulation summary. The LTDS of the supplied reinforcement grade must meet or exceed the required LTDS corresponding to the reinforcement spacing provided.

(i) *Tiered Walls*. For the reinforcement layouts of tiered walls, the overall geometry, the reinforcement length and the sum of the LTDS provided from all layers in all tiers shall be in close conformity with the retaining wall system shown on the plans in order to ensure that local, global, and internal stability requirements have been met.

(j) *Obstructions*. Details for the placement of soil reinforcement around obstructions (i.e. steel piles, concrete piers, concrete boxes, pipes, etc.) shall be shown on the shop drawings. Design calculations shall be provided showing that the internal stability of the wall meets the required safety factors in the area of the obstruction.

(k) *Table of Quantities*. A table comparing the Structural Backfill (Class 1), Mechanical Reinforcement of Soil, Geomembrane, and Panel Facing quantities shown on the plans to the quantities shown in the shop drawings and percent difference (positive percent indicates an increase in shop drawing quantities from the plans) shall be shown on the shop drawings. Structure Backfill (Class 1), Mechanical Reinforcement of Soil, Geomembrane, and Panel Facing quantities shall be calculated in accordance with the Contract. The Contractor shall notify the Engineer of the difference in plan and shop drawing quantities before wall construction begins.

(l) *Placement Schedule*. Geomembrane placement schedule and clearances to soil reinforcements shall be shown.

(m) *Vertical Slip Joints*. Locations of vertical slip joints for differential settlement relief shall be as specified in subsection 504.16.

504.08 Backfill. Unless otherwise specified on the plans, wall backfill material in the reinforced structure backfill zone and the associated trapezoidal retained structure backfill zone shall conform to the requirements for Structure Backfill (Class 1) of Section 206. For reinforcement tensile stress and associated pullout, a friction angle of 34 degrees shall be assumed for Structure Backfill (Class 1). Structure Backfill (Class 1) shall be considered to be non-aggressive soil for corrosion and durability computations. All reinforcing elements shall be designed to ensure a minimum design life of 75 years for permanent structures.

504.09 Leveling Pad. Concrete for the leveling pad shall be Concrete (Class D) conforming to the requirements of Section 601. Unless specified on the plans, the maximum vertical step shall be no greater than 36 inches. The leveling pad shall be reinforced only at the steps. When the toe of wall is founded on slope steeper than 1.5 (H) to 1 (V), the leveling pad shall be constructed with reinforced concrete with same reinforcing schedule as at its steps. Leveling pad concrete shall be cured for at least 12 hours before placement of the concrete panels. To avoid panel cracking from high contact points, a ¼ inch thick expansion joint material with the same thickness as the panels may be installed between the first layer of panels and the leveling pad.

504.10 Geomembrane and Joint. A Geomembrane shall be installed on all walls at the top of the reinforced structure backfill zone and retained structure backfill zone to intercept surface runoff and prevent salt penetration into the backfill of the wall as shown on the plans. The Geomembrane shall meet the requirements of subsection 712.08 for geomembrane, and shall have a minimum thickness of 30 mils. It shall be spliced with a dual track field seamed joint in accordance with ASTM D4437 or ASTM D7717. For small local coverage areas, less than 30 square feet, the membrane may be spliced using a 6 inch minimum overlap and an adhesive or a single seam portable thermal welding tool, as suggested by the membrane manufacturer and approved by the Engineer. Unless otherwise shown on the plans, the membrane shall have a minimum coverage length measured perpendicular to the wall face of at least the wall Design Height (DH) plus Soil Reinforcement Length (RL) plus 1.5 feet. The membrane shall be installed with a slope between 20:1 (minimum) and 10:1 (maximum) , as shown in the plans, from the panel facing to a drainage system located at the cut or pre-filled slope as shown on the plans.

The drainage system shall consist of a 12 inch wide Geo-Composite strip drain inserted into a slot in the Geomembrane, at 10 foot maximum spacing, that collects the water from the membrane and conveys it to a water collector system at the toe of the 1:1 slope as shown on the plans. The water collector system shall consist of a 4 inch diameter perforated collector pipe surrounded by Filter Material Class B and wrapped with Class 3 Geotextile. A 4 inch diameter non-perforated drain pipe, at 100 foot maximum spacing, shall be used to discharge the water in the water collector system out the face of the wall.

Alternatives for the drainage system shown on the plans may be used by the Contractor. A detailed layout of this equivalent water collection system shall be provided by the Contractor and approved by the Engineer.

For tiered walls, a Geomembrane shall be installed between the top of the bottom wall and the toe of the top wall as shown on the plans.

504.11 Pre-Cast Concrete Panel Facing Unit and Panel Joint Material. The pre-cast concrete panels shall conform to the requirements shown on the plans and these specifications including the color, texture, dimensions and pattern. These facing units shall be factory made with Class B Concrete with the following additional requirements:

(1) Minimum Cementitious Content: 610 lb./cu. yd.
(2) No more than 50 percent fine aggregate (AASHTO M6) by volume of total aggregate.

(3) Ambient temperature: shall be a minimum of 40° F and rising when casting panels.
(4) Pre-cast panels shall be cured in accordance with AASHTO M170.

Reinforcing steel shall conform to the requirements of Section 602 of the specifications. The concrete in the pre-cast units shall be compacted using a vibrating table, grid vibrator, or screed vibrator. All panels shall be cast face down on flat level surface.

Panel dimensions and facing treatment shall conform to the architectural requirements shown on the plans. Width of panel from center to center of joint shall be an even whole increment of the pattern dimensions selected to match the architectural treatment. Thickness shall be a minimum of 6 inches plus the depth of rustication. Panel shall be cast to the dimension that accommodates the architectural treatment.

Panels may be longer than 5 feet provided their section strength can be shown to accommodate handling and erection without cracking. Soil reinforcement attachment devices shall be within 1 inch of shop drawing locations. All unit dimensions shall be within ¼ inch of plan. Concrete surface for the front face of the wall shall match the architectural treatment requirements and structural concrete color shown on the plans. Squareness determined by the difference between two diagonals, shall not exceed ½ inch Surface defects on the front face textured surface, shall not exceed $^{3}/_{16}$ inch when measured with a 5 foot straight edge, except when intentionally roughened.

The Engineer shall be allowed access to the manufacturer's facilities to inspect and sample units from lots prior to delivery with a minimum of 2 working days advance notice. The Engineer will reject any concrete panels, which do not meet the requirements of this specification. Panels shall not be shipped until the concrete strength, at the time of shipping, is greater than 0.9 times f'_C. The Contractor shall notify the Engineer in writing at least 3 working days before shipment of panels begins.

Cover on the back face of the wall for horizontal and vertical joints is required between panels and shall be a drainage geotextile conforming to Subsection 712.08, a minimum of 12 inches wide, nailed or glued in place prior to placing backfill.

At horizontal joints, a cellular type or molded expansion joint material shall be placed and shall be a size suggested by the supplier and approved by the Engineer.

504.12 Certifications, Calculations and Testing Reports. The Contractor shall provide the following reports, certifications, calculations and checklists as needed to accompany the shop drawing submittal. All engineering calculations, as stated in subsections 504.07(f), 504.07(g), 504.07(j), 504.07(k), 504.12(e), 504.12 (f), 504.12(g), and 504.12(i) shall be certified and stamped by a Professional Engineer licensed in the State of Colorado.

(a) *Certification of T_{ULT} (MARV).* For geo-synthetic reinforced system only, the Contractor shall submit a certification letter from the manufacturer which provides the T_{ULT} (MARV) and certifies the T_{ULT} (MARV) of the supplied materials have been determined in accordance with ASTM D4595 or ASTM D6637 as appropriate.

(b) *Mill Report for Metallic Reinforcements and Connectors*. This includes, but is not limited to mill certifications on weldability, ultimate tensile and yield strength.

(c) *Report of The Panel-Reinforcement Connection Test*. The test report shall be prepared and certified by an independent laboratory. The panel to reinforcement connection test method shall conform to the industrial standards. The report shall provide data on the ultimate as well as service limit state.

(d) *Report for Soil to Reinforcement Interface Pullout Test*. The test report shall be prepared and certified by an independent laboratory. The soil to reinforcement interface pullout test method shall conform to the requirements of ASTM D6706. Tests shall include the full range of overburden pressures defined by wall design heights.

(e) *Certification of Facial Panel to Reinforcement Long-Term Connection Strength*. Certification shall include calculations to demonstrate that the facial panel to reinforcement connection meets or exceeds current AASHTO 75 years design life requirements.

(f) *Certification of Reinforcement Pullout*. Certification shall be provided with detail calculations to demonstrate that reinforcement pullouts meet or exceed current AASHTO requirements. For metal reinforcement breakage and pullout, calculations shall include a combination of 75 years material depletion of carbon steel and galvanization loss.

(g) *Report and Certification for the Initial Concrete Compression Strength, Shipping and Handling Stress*. Cylinder compressive test is acceptable to verify the initial concrete strength of panel at time of shipping. Concrete tensile stress shall not exceed the modulus of rupture. Report shall include calculations of panel cracking stress according to the proposed method of lifting and shipping. Before panel shipping from precast yard to wall site, the Engineer will approve the time of shipping, method of lifting and supporting condition during shipping as well as storage condition at the site before panel installation.

(h) *Calculations*. Calculation of the LTDS of reinforcement shall conform to the 17th edition of the AASHTO Standard Specifications for Highway Bridges.

(i) *Efflorescence and Air Content Test*. Panel shall be visually efflorescence free. Efflorescence control agent shall be used in concrete mix design. When fly ash is used as the efflorescence control agent, the fly ash shall be ASTM C618 Class F fly ash and shall be a minimum of 20 percent by weight of the total cementitious material content. Air Content shall be determined in accordance with AASHTO T152. Concrete shall be tested a minimum of the first three batches each day and then once per five batches for the rest of the day to assure specified air entrainment.

(j) *Submittal Checklist*. The Contractor shall submit the Panel Faced MSE Wall Submittal Checklist, Form 1402 with the Certifications, Calculations and Testing Report submittal package included with the shop drawing submittal.

504.13 Hybrid MSE Wall Systems.

A hybrid system is one which combines elements of both externally and internally stabilized systems.

An externally stabilized system uses a physical structure to hold the retained soil. The stabilizing forces of this system are mobilized either through the weight of a shape stable structure or through the restraints provided by the embedment of wall into the soil, if needed, plus the tieback forces of anchorages.

An internally stabilized system involves reinforced soils to retain fills and sustain loads. Reinforcement may be added to either the selected fills as earth walls or to the retained earth directly to form a more coherent stable slope. These reinforcements can either be layered reinforcements installed during the bottom-to-top construction of selected fills, or be driven piles or drilled caissons built into the retained soil. All this reinforcement must be oriented properly and extend beyond the potential failure mass.

Hybrid MSE wall systems may be used unless otherwise noted on the plans. Hybrid MSE wall systems are subject to the same design requirements for MSE walls and this specification. The shop drawings for the Hybrid MSE wall system shall include a combination of design calculations and appropriate test results to demonstrate that it meets or exceeds the regular system. Hybrid MSE wall systems shall have a facing area of 3.5 square feet and be stabilized by a counterfort. The Certifications, Calculations and Testing Reports in subsection 504.12(e) is not required for Hybrid MSE wall systems. The facing to soil reinforcement connection test, subsection 504.12(c) under MATERIALS, may be waived only if the soil reinforcing spacing is less than or equal to 8 inches or the facing is secured and stabilized by hybrid components with primary reinforcement spacing less than 24 inches.

The Contractor shall provide the following additional reports, certifications and calculations to accompany the shop drawing submittal for Hybrid MSE wall systems:

(1) The facing to counterfort long-term connection test.

The Contractor shall submit the Block Faced MSE Wall Submittal Checklist, Form 1401 and the Panel Faced MSE Wall Submittal Checklist, Form 1402, with the Certifications, Calculations and Testing Report submittal package included with the shop drawing submittal.

CONSTRUCTION REQUIREMENTS

504.14 Approval and Qualifications of MSE Wall Installer. The job site wall foreman shall have experience in construction of at least five transportation related MSE walls within the last three years. Transportation related MSE walls are walls that carry or are adjacent to vehicular traffic and are constructed with MSE reinforcement in the reinforced structure backfill zone. The foreman must have prior experience or adequate training on the products that the Contractor elects to use in the project. The resume and credentials of the foreman shall be submitted to the Engineer for approval prior to the pre-construction meeting. The foreman shall be on the site for 100 percent of time during which the work is being done.

504.15 Wall Test Segment. The wall test segment shall be the first segment of the wall constructed. The wall test segment shall be constructed in the presence of the Technical Representative and the Engineer and shall include construction of each of the 5 elements listed in 504.15 below. The minimum length of the wall test segment shall be 40 feet or the full length of the wall if less than 40 feet. A wall test segment shall be constructed for the first wall constructed from each wall product used on the project.

504.16 Technical Representative of Wall Product Supplier. The Contractor shall arrange for a technical representative (Tech Rep) of the manufacturer of the selected wall products to be present during the construction of each wall test segment. If the selected wall products are supplied from different manufactures, a Tech Rep from each wall product shall be present. The Tech Rep shall be present for construction of the wall test segment and each of the following elements:

(1) Placement of a minimum of the first four layers of primary soil reinforcement and backfill,

(2) If obstructions (i.e. steel piles, concrete piers/abutments, concrete boxes, pipes, etc.) exist, placement of primary soil reinforcement and backfill at obstructions,

(3) Placement of a minimum of the first two rows of panels or a minimum of a four foot wall height,

(4) If a vertical slip joint is required, construction of the vertical slip joint in a minimum of a two row portion of panels or a minimum of a four foot wall height, and

(5) If corners are required, construction of a corner representative of the corners in the wall in the project in a minimum of a two row portion of panels or a minimum of a four foot wall height.

Before construction of the wall test segment the Tech Rep shall provide the Contractor and the Engineer the following:

(1) Technical instructions as required in the construction of the earth retaining wall system.

(2) Product specific specifications in the placement of the soil reinforcement and backfill in accordance with the wall system.

(3) Guidelines in placing the facing units and attaching them to the soil reinforcement in accordance with the system requirements.

(4) Provide technical assistance to the facing unit fabricator.

At the completion of the wall test segment the Tech Rep shall provide the following:

(1) Documentation that the wall test segment was constructed in accordance with the product specific specifications. This documentation shall include a location description (starting and ending stations and elevations) of the wall test segment.

(2) Documentation that the job site wall foreman is familiar with the wall products used to construct the walls on the project.

After completion of the wall test segment the Tech Rep shall be available whenever there is any special field condition such as change of geological condition, when there are equipment or personnel changes, or when requested by the Engineer.

504.17 Facial Panel Quality Control, Placing Plan and Daily Placement Logs. Before the start of wall construction, the Contractor shall provide a panel-placing plan and shall supply daily placement logs to the Engineer weekly and at the completion of the wall. The daily placement log shall consist of an elevation view of the wall showing the dates, number of panels placed, and the serial numbers of the panels placed. The panel quality control shall contain multiple submittals if required by subsections 504.12(g) and (h). Panels shall be labeled with serial number for each panel and corresponding certification with one set of random samples tested for each 220 panels or 5500 square foot of wall face. At least one certification with supporting test results is required for each wall. Test results will be reviewed and pre-approved by the Engineer before shipment. The Contractor shall coordinate and mark the panel and backfill placing sequence on the daily placement logs. The log serves as means for the Engineer to identify where each panel was placed.

504.18 Wall With Curved Alignments, Tight Curved Corners, and Sections Adjacent To Bridge Abutment. The Contractor shall provide a placement plan that shows curved layouts, special corner panel, sequence of panel placement, and construction off-sets as recommended by the manufacture. For tight curved corners, 8 foot radius or less, and dissimilar foundations such as bridge abutment, to avoid panels with random cracks, the Contractor shall install vertical slip joints as shown on the shop drawings.

504.19 Excavation and Backfill. The base of leveling pad shall receive the same compaction as cut area required by subsection 203.07. The Contractor shall report to the Engineer in writing density test results for any unsatisfactory bearing material that does not meet the minimum 90 percent compaction for walls less than 16 feet high and 95 percent of T-180 for walls higher than 16 feet. If the excavation for the placement of the leveling pad exposes an unsatisfactory bearing material, the Engineer may require removal and replacement of that material. The removed material shall be replaced with Structure Backfill (Class 1) compacted in conformance with subsection 206.03. The Engineer with the assistance of the geotechnical engineer of record will provide the limits including the depth of removal. As directed by the Engineer, and if required, Structure Backfill (Class 1) shall be reinforced with soil reinforcements in conjunction with wick drains and outlet pipes

The Contractor shall grade the foundation for the bottom of the wall for a width equal to or exceeding the limits of the Reinforcement Length (RL) plus 18 inches as shown on the plans. This graded area shall be compacted with an appropriate vibratory roller weighing a minimum of 8 tons for at least five passes or as directed by the Engineer. For cut wall with continuous seepage, phasing of foundation construction or a different drainage and foundation improvement plan may be necessary.

The reinforced structure backfill zone and the retained structure backfill zone portion immediately behind the wall as defined on the plans shall be Structure Backfill (Class 1). Recycled asphalt, recycled concrete and flow-fill material shall not be substituted for Structure Backfill (Class 1). Each compacted layer of backfill within a distance equal to the reinforcement spacing away from the back of the panels shall not exceed 4 inches. The triangular or trapezoidal portion behind the concrete panels and above the spill of backfill, as shown on the plans, shall be filled with $\frac{3}{8}^{+}$ inch crushed rock, filter aggregates with filter fabric, or wall system specific fill as approved by the Engineer. Density tests behind and parallel to the wall in the triangular or trapezoidal portion above the backfill spill zone are not required. Each compacted layer of backfill shall be in even increments up to 8 inches thick. The fill and compaction operation shall start 3 feet from the wall back face and progress toward the end of the reinforcement. All Structure Backfill (Class 1) including fill material under the wall and on-site material as allowed by subsection 504.08 shall be compacted to a density of at least 95 percent of the maximum density according to AASHTO T 180. For on-site foundation material containing more than 30 percent retained on the ¾

inch sieve, a method of compaction consisting of a conventional heavy vibratory roller starting with minimum 5 passes shall be used to establish the number of passes required to exceed the 95 percent T180.

At least 6 inches of material shall be in place prior to operation of tracked vehicles over soil with reinforcement. Only power operated roller or plate compaction equipment weighing less than 1,000 pounds is allowed within 3 feet of the front of the wall face. The reinforcement shall not be connected to the wall until the compacted fill is at or slightly higher than the location of the connector.

Backfill containing frost or frozen lumps shall not be used. Backfill that has been placed and becomes frozen shall be removed and replaced at the Contractor's expense. If cold weather conditions prevent the placement of Structure Backfill (Class 1), the Contractor may use Filter Material Class B as backfill without compaction at the Contractor's expense and approved by the Engineer. The Contractor shall provide a test report, prepared and certified by an independent laboratory, that the internal friction angle of soil for the Filter Material Class B meets or exceeds that shown on the plans.

The Contractor shall place additional panels including partial height panels and properly compacted fill material to return the finished grade to the plan elevations if settlement, as determined by the Engineer, has occurred. A final inspection before the installation of rail anchoring slab will be made after construction settlement, if any, has occurred or 30 days after the completion of the wall. The Contractor shall provide immediate temporary storm water protection and wind erosion control at the end of each day during construction. If settlement occurs as the result of loss of backfill due to wind or water erosion, non-conforming backfill such as frozen fill or over-saturated fill, or if the backfill does not meet compaction requirements, the Contractor shall remove the backfill, wash the soil reinforcement, and bring the elevation to the finished grade at the Contractor's expense. Before final project acceptance, the Contractor shall repair any backfill losses due to wind and water erosion.

To avoid the foundation of the leveling pad being washed out by rain, the area in front of the wall and around the leveling pad shall be backfilled as soon as practicable.

504.20 Reinforcement. Steel reinforcement shall be slack free and geosynthetic reinforcement shall be slightly pre-tensioned. The minimum coverage ratio for geogrid reinforcement shall be 67 percent and the spaces between rolls shall be staggered between layers of soil reinforcement. The minimum coverage ratio for woven fabric reinforcement shall be 100 percent and an overlap between rolls is not required. Soil reinforcement shall not be cut to avoid obstruction unless shown on the shop drawings.

504.21 Leveling Pad. The foundation of the leveling pads shall meet the requirement of subsection 504.16 immediately above. The leveling pad shall be level within the tolerance of ⅛ inch for any two points along the length of a panel, and within ¼ inch for any two points 10 feet apart. If the wall is not level, the panels will bind against each other causing spall of the edges and corners.

Cushion or shimming material (Expansion Joint Material, Concrete Mortar Grout, Roofing Felt or Geosynthetic Reinforcement) shall be used to support panels directly founded on the leveling pad. Before starting a new course of panels, the Contractor shall take steps to ensure that the wall elevations are matched at the neighboring panels. Cushion or shimming material shall be used to obtain necessary panel elevations at next leveling pad step. No more than 2 shims (each 3/16 inch thick) should be required to level the panels on the leveling pad.

504.22 Wooden Wedges. Wooden wedges are used to help to hold the panels at the correct batter during the backfill operation. The wooden wedges shall be made from hard wood (such as oak, maple or ash). Wooden wedges shall be removed as soon as the precast panels above the wedged panels are completely erected and backfilled. There shall not be more than three rows of wooden wedges in place at one time. Panels that crack or spall due to failure to remove the wooden wedges shall be repaired or replaced.

504.23 Panel Facing. For walls that support a roadway, the wall layout line at the leveling pad shall be setback and pre-measured with appropriate batter (5 to 8 percent) from the top of the panels according to the offset with respect to the centerline of the road. For walls adjacent to a roadway, the wall layout line at the leveling pad shall be directly offset from the centerline of the road. An overall negative batter (wall face leaning outward) between

the bottom and the top of the wall is not allowed. Unless otherwise noted on the plans for battered walls, the final wall face shall be vertical, or have a positive batter of not greater than 5 percent for construction control purpose. The surface of the wall face shall be tested with a 10 foot straightedge laid along the surface in horizontal and vertical directions. Except as necessary for horizontal alignment of the wall, convex deviation of the wall face from the straightedge (belly wall) shall not be allowed, and concave deviation from the straightedge shall be less than ½ inch.

Walls without a rail-anchoring slab, cast-in-place reinforced concrete coping with uniform exposed height is required to match the required finished elevations as well as to retain the panels' lateral deformation.

For walls with rail anchoring slabs, the top of panel elevations shall be within 8 inches of the bottom of the anchoring slab. Cast-in-place concrete or saw-cut partial height panels may be used to accomplish this.

Where the Geomembrane for drainage interferes with the continuation of reinforcement, the panels beyond the termination shall be reinforced with the same grade of additional soil reinforcing material to maintain the total amount of reinforcement per panel. To avoid leaking or soil erosion through the joint, a filter fabric at least 12 inches wide shall be glued to the panels behind all vertical joints.

As shown on the plans, facing panels directly exposed to spray from deiced pavements and indirect windborne spray shall have three coats of water resistant or repellant concrete sealer applied to the front face of the wall before the wall is opening to traffic.

For completed wall or parts of completed wall, before final payment any damages including blemish and discoloring of panel shall be replaced or repaired. Sand blasting may be used if accepted by the Engineer.

504.24 Fill under Leveling Pad. For walls requiring fill under the planned elevation of the leveling pad, the Contractor may lower the elevation of the leveling pad as approved by the Engineer, except that the finished elevation at the top of the wall shall not be altered. As requested by the Contractor, and with the Engineer's approval, the higher wall shall be redesigned with longer reinforcement length and revised reinforcement schedule.

METHOD OF MEASUREMENT

504.25 MSE retaining walls will not be measured for payment in the field, but will be paid for by the calculated quantities shown on the plans for the five major components of the wall: structure excavation, structure backfill, concrete panel facing, mechanical reinforcement of soil, and geomembrane. The Contractor's construction of a system that requires increased or decreased quantities of any of the components to complete the wall to the dimensions shown will not result in a change in pay quantities. Exceptions will be made when field changes are ordered or when it is determined that there are discrepancies on the plans in an amount of at least plus or minus five percent of the plan quantity.

(1) The panel facing quantity was calculated for the square foot of wall front face area from the top of the leveling pad (or average pad elevations) as shown on the plans to the top of the anchoring slab for walls with railing, or to the top of the cast in place coping for walls without railing.

(2) The structure excavation quantity was calculated for the total volume of earth to be removed before the installation of the reinforced zone as shown on the plans.

(3) The structure backfill quantity was calculated for the total volume behind the wall (the retained structure backfill zone) including the material in the reinforced zone as shown on the plans.

(4) The mechanical reinforcement of soil quantity was calculated for the total volume of the reinforced zone as shown on the plans.

(5) Geomembrane was calculated as the design height (DH) plus soil reinforcement length (RL) plus 1.5 feet, disregarding the slope of the membrane.

The square foot and cubic yard quantities computed for payment are the wall plan quantities based on the height measured at 20 foot maximum intervals along the wall layout line.

BASIS OF PAYMENT

504.26 The accepted quantity will be paid for at the contract unit price per unit of measurement for the pay items listed below:

Payment will be made under:

Pay Item	**Pay Unit**
Panel Facing	Square Foot

Structure excavation will be paid for under the Section 206 Pay Item Structure Excavation. Structure backfill will be paid for under the Section 206 Pay Item Structure Backfill (Class 1). Soil reinforcement will be paid for under the Section 206 Pay Item Mechanical Reinforcement of Soil. Geomembrane will be paid for under the Section 420 Pay Item Geomembrane.

Rail anchoring systems (slabs) at the tops of walls and leveling pads at the bottom of wall will be measured and paid for separately under the Section 601Pay Item Concrete and the Section 602 Pay Item Reinforcing Steel.

Payment will be full compensation for all work and materials required to construct the concrete panel facing MSE wall. Miscellaneous items such as dual track welding of Geomembrane, drainage ditches, rundowns, filter material, filter fabric, grout, pins, shimming material, ¼ inch thick expansion joint material, concrete coating and providing a technical representative will not be measured and paid for separately but shall be included in the work.

504.27 Panel Facing Payment Reductions. In this subsection, a "panel" refers to either a concrete panel or a hybrid unit. Each of the following shall be considered a defect:

(1) Dislocated Panel. A dislocated panel is an individual panel or its corner located outward more than ¼ inch from the adjacent panels.
(2) Cracked Panel. A cracked panel is an individual panel with any visible crack when viewed from a distance equal to the wall height in natural light.
(3) Corner Knock Off. A corner knock-off is a panel with any missing facial corners or architectural edges.
(4) Substandard panel. Substandard panels are concrete panels installed in any wall segments that do not meet the certified values for compressive strength. Each substandard panel counts as one defect.
(5) Oversize Joints. Panels with oversize joints are two adjacent panels that do not meet the required values in subsection 504.07(f).
(6) Panels Failing the 10 Foot Straightedge Test. Straightedge test failures are joints that that deviate from even by more than ¼ inch when measured by placing a 10 foot straightedge across the joint.

Defects shared by two adjacent panels such as oversized joint, dislocated panel and panels not passing 10 foot straight edge test will be count as one defect.

In the completed wall, or completed portion of the wall the number of defects, as described above, in each 40 foot section (horizontal or arc length) will be counted. If there are defects, the number of defects in the 40 foot section will be considered for price reduction according to the table below. For panels subjected to price reduction, if the defects are repairable or the overall quality of wall can be improved, with the consent from the Engineer, the Contractor may elect to repair and reduce the percent of price reduction. A walkthrough inspection shall be made as requested by the Contractor before final payment.

No. of Defects in 40 Foot Section	2	3	4	5	> 5

% Of Price Reduction for that section	3	9	15	21	Rejection

When the number of defects exceeds 5, the Engineer will reject the entire wall or portions thereof. The Contractor shall replace the rejected wall at his own expense.

REVISION OF SECTION 518
BRIDGE EXPANSION DEVICE

Section 518 of the Standard Specifications is hereby revised for this project as follows:

In subsection 518.04, delete the fifth paragraph and replace with the following:

All structural steel elements of the bridge expansion device, including cover plates, shall be galvanized after fabrication in accordance with Section 509, whether or not they are in contact with the elastomeric seals.

In subsection 518.05 (b), delete the third paragraph and replace with the following:

All structural steel elements of the bridge expansion device, including cover plates, shall be galvanized after fabrication in accordance with Section 509, whether or not they are in contact with the elastomeric seals.

February 3, 2011

REVISION OF SECTION 601
CONCRETE BATCHING

Section 601 of the Standard Specifications is hereby revised for this project as follows:

In subsection 601.06, delete (13) and (17) and replace with the following:

(13) Gallons of water added by truck operator, the time the water was added and the quantity of concrete in the truck each time water is added.

(17) Water to cementitious material ratio.

February 3, 2011

REVISION OF SECTIONS 601
CONCRETE FINISHING

Section 601of the Standard Specifications are hereby revised for this project as follows:

In subsection 601.12 (a) delete the fifth paragraph and replace it with the following:

Water shall not be added to the surface of the concrete to assist in finishing operations.

Hand finishing should be minimized wherever possible. The hand finishing methods shall be addressed in the Quality Control Plan for concrete finishing. Hand finished concrete shall be struck off and screeded with a portable screed that is at least 2 feet longer than the maximum width of the surface to be struck off. It shall be sufficiently rigid to retain its shape. Concrete shall be thoroughly consolidated by hand vibrators. Hand finishing shall not be allowed after concrete has been in-place for more than 30 minutes or when initial set has begun. Finishing tools made of aluminum shall not be used.

The Contractor shall provide a Quality Control Plan (QCP) to ensure that proper hand finishing is accomplished in accordance with current Industry standards. It shall identify the Contractor's method for ensuring that the provisions of the QCP are met. The QCP shall be submitted to the Engineer at the Preconstruction Conference. Concrete placement shall not begin until the Engineer has approved the QCP. The QCP shall identify and address issues affecting the quality finished concrete including but not limited to:

(1) Timing of hand finishing operations
(2) Methodology to place and transport concrete
(3) Equipment and tools to be utilized
(4) Qualifications and training of finishers and supervisors

When the Engineer determines that any element of the approved QCP is not being implemented or that hand finished concrete is unacceptable, work shall be suspended. The Contractor shall supply a written plan to address improperly placed material and how to remedy future hand finishing failures and bring the work into compliance with the QCP. The Engineer will review the plan for acceptability prior to authorizing the resumption of operations.

In subsection 601.14(a) delete the fourth paragraph.

REVISION OF SECTION 601
CONCRETE FORM AND FALSEWORK REMOVAL

Section 601 of the Standard Specifications is hereby revised for this project as follows:

In subsection 601.09, delete (h) and replace with the following:

(h) *Removal of Forms*. The forms for any portion of the structure shall not be removed until the concrete is strong enough to withstand damage when the forms are removed.

Unless specified in the plans, forms shall remain in place for members that resist dead load bending until concrete has reached a compressive strength of at least 80 percent of the required 28 day strength, 0.80f'c. Forms for columns shall remain in place until concrete has reached a compressive strength of at least 1,000 psi. Forms for sides of beams, walls or other members that do not resist dead load bending shall remain in place until concrete has reached a compressive strength of at least 500 psi.

Forms and supports for cast-in-place concrete box culverts (CBCs) shall not be removed until the concrete compressive strength exceeds 0.6 f_c' for CBCs with spans up to and including 12 feet, and 0.67 f_c' for CBCs with spans exceeding 12 feet but not larger than 20 feet. Forms for CBCs with spans larger than 20 feet shall not be removed until after all concrete has been placed in all spans and has attained a compressive strength of at least 0.80f'c.

Concrete compressive strength shall be determined using information concrete cylinders or by maturity meters. At the pre-pour conference, the Contractor shall submit the method of determining the structure's strength and the location where information cylinders will be taken or maturity meters placed.

If information cylinders are used they shall be cast by the Contractor and cured in the same manner as the structure. A set of information cylinders shall be taken for each concrete placement on the structure. A set of information cylinders shall be taken for any load of concrete that is being placed at the mid-span of beams and at support locations and other locations as directed by the Engineer. Casting of the information cylinders will be witnessed by the Engineer. The information cylinders shall remain in the molds and cured in the same manner as the structure until they are tested in the laboratory by the Engineer. Compressive strength shall be determined using the compressive strength of at least two information cylinders. The contractor shall be responsible for protecting the information cylinders from damage.

Prior to placement of concrete whose strength will be determined with maturity meters, the Contractor shall provide the Engineer a report of maturity relationships in accordance with CP 69. The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible for the placement and maintenance of the maturity meter and wire. . At a minimum a maturity meter will be placed at the mid-span of beams and at support locations. Placement shall be as directed by the Engineer.

For structures with multiple sets of information cylinders or maturity meters, the lowest compressive strength shall determine when the forms can be removed.

Acceptance cylinders shall not be used for determining compressive strength to remove forms.

When field operations are controlled by information cylinder tests or maturity meter, the removal of forms, supports and housing, and the discontinuance of heating and curing may begin when the concrete is found to have the required compressive strength.

Forms for median barrier, railing or curbs, may be removed at the convenience of the Contractor after the concrete has hardened.

All forms shall be removed except permanent steel bridge deck forms and forms used to support hollow abutments or hollow piers when no permanent access is available into the cells. When permanent access is provided into box girders, all interior forms and loose material shall be removed, and the inside of box girders shall be cleaned.

REVISION OF SECTION 601
CONCRETE FORM AND FALSEWORK REMOVAL

In subsection 601.11, delete (e) and replace with the following:

(e) Falsework Removal. Unless specified in the plans or specifications, falsework shall remain in place until concrete has attained a minimum compressive strength of 0.80f'c.

Falsework supporting any span of a simple span bridge shall not be released until after all concrete, excluding concrete above the bridge deck, has attained a compressive strength of at least 0.80f'c.

Falsework supporting any span of a continuous or rigid frame bridge shall not be released until after all concrete, excluding concrete above the bridge deck, has been placed in all spans and has attained the compressive strength of at least 0.80f'c.

Falsework for arch bridges shall be removed uniformly and gradually, beginning at the crown, to permit the arch to take its load slowly and evenly.

Falsework supporting overhangs and deck slabs between girders shall not be released until the deck concrete has attained a compressive strength of at least 0.80f'c.

Falsework for pier caps which will support steel or precast concrete girders shall not be released until the concrete has attained a compressive strength of at least 0.80f'c. Girders shall not be erected onto such pier caps until the concrete in the cap has attained the compressive strength of at least 0.80f'c.

Falsework for cast-in-place prestressed portions of structures shall not be released until after the pre-stressing steel has been tensioned.

Concrete compressive strength shall be determined using information concrete cylinders or by maturity meters. At the pre-pour conference, the Contractor shall submit the method of determining the structure's strength and the location that information cylinders will be taken or maturity meters placed.

If information cylinders are used they shall be cast by the Contractor and cured in the same manner as the structure. A set of information cylinders shall be taken for each concrete placement on the structure. A set of information cylinders shall be taken for any load of concrete that is being placed at the mid-span of beams and at support locations and other locations as directed by the Engineer. Casting of the information cylinders will be witnessed by the Engineer. The information cylinders shall remain in the molds and cured in the same manner as the structure until they are tested in the laboratory by the Engineer. Compressive strength shall be determined using the compressive strength of at least two information cylinders. The Contractor shall be responsible for protecting the information cylinders from damage.

Prior to placement of concrete whose strength will be determined with maturity meters, the Contractor shall provide the Engineer a report of maturity relationships in accordance with CP 69. The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible for the placement and maintenance of the maturity meters and wires. At a minimum a maturity meter will be placed at the mid-span of beams and at support locations. Placement shall be as directed by the Engineer.

For structures with multiple sets of information cylinders or maturity meters, the lowest compressive strength shall determine when the falsework can be removed.

Acceptance cylinders shall not be used for determining compressive strength to remove falsework.

REVISION OF SECTION 601
CONCRETE SLUMP ACCEPTANCE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Delete the fifth paragraph of Subsection 601.05 and replace with the following:

Except for Class BZ concrete, the slump of the delivered concrete shall be the slump of the approved concrete mix design plus or minus 2.0 inch. The laboratory trial mix must produce an average compressive strength at least 115 percent of the required field compressive strength specified in Table 601-1. When entrained air is specified in the Contract for Class BZ concrete, an air entraining admixture may be added to an approved Class BZ mix design. A new trial mix will not be required.

Delete Subsection 601.17 (b), 601.17 (d) and Table 601-3 and replace with the following:

(b) *Slump*. Slump acceptance, but not rejection, may be visually determined by the Engineer. Any batch that exceeds the slump of the approved concrete mix design by 2.0 inches will be retested. If the slump is exceeded a second time, that load is rejected. If the slump is greater than 2 inches lower than the approved concrete mix design, the load can be adjusted with a water reducer, or by adding water (if the w/cm allows) and retested.

Portions of loads incorporated into structures prior to determining test results which indicate rejection as the correct course of action shall be subject to reduced payment or removal as determined by the Engineer.

(d) *Pay Factors*. The pay factor for concrete which is allowed to remain in place at a reduced price shall be according to Table 601-3 and shall be applied to the unit price bid for Item 601, Structural Concrete.

If deviations occur in air content and strength within the same batch, the pay factor for the batch shall be the product of the individual pay factors.

Table 601-3
PAY FACTORS

Percent Total Air		Strength		
Deviations From Specified Air (Percent)	**Pay Factor (Percent)**	**Below Specified Strength (psi) [< 4500 psi Concrete]**	**Pay Factor (Percent)**	**Below Specified Strength (psi) [≥ 4500 psi Concrete]**
0.0-0.2	98	1-100	98	1-100
0.3-0.4	96	101-200	96	101-200
0.5-0.6	92	201-300	92	201-300
0.7-0.8	84	301-400	84	301-400
0.9-1.0	75	401-500	75	401-500
Over 1.0	Reject	Over 500	Reject	
			65	501-600
			54	601-700
			42	701-800
			29	801-900
			15	901-1000
			Reject	Over 1000

May 2, 2013

REVISION OF SECTION 601
DEPOSITING CONCRETE UNDER WATER

Section 601 of the Standard Specifications is hereby revised for this project as follows:

In subsection 601.12, delete (f) and replace with the following:

(f) *Depositing Concrete Under Water*. Concrete, except for cofferdam seals, shall not be deposited under water, unless approved by the Engineer. If approved, care shall be exercised to prevent the formation of laitance. Concrete shall not be deposited until all laitance, which may have formed on concrete previously placed, has been removed. Pumping shall be discontinued while depositing foundation concrete if it results in a flow of water inside the forms. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a concrete pump and tremie. The discharge or bottom end of the tremie shall be lowered to contact the foundation at the start of the concrete placement and shall be raised during the placement at a rate which will insure that the bottom or discharge end of the tremie is continuously embedded or buried in fresh concrete a minimum of 12 inches. Air and water shall be excluded from the tremie pipe by keeping the pipe continuously filled. The continuity of the placement operation shall be maintained without breaking the seal between the concrete mass and the discharge end of the tremie until the lift is completed. The concrete placement shall not be disturbed after it has been deposited.

February 3, 2011

REVISION OF SECTION 612
DELINEATORS

Section 612 of the Standard Specifications is hereby revised for this project as follows:

In subsection 612.02(a) 1, delete the last sentence, and replace with the following:

Posts shall conform to the requirements shown on the plans, and reflectors shall conform to the requirements in subsections 713.07 and 713.10.

In subsection 612.02(a) 2.B, delete the first paragraph, and replace with the following:

B. Base Anchoring. The posts shall be designed to facilitate a permanent installation that resists overturning, twisting, and displacement from wind and impact forces. It shall have an anchoring depth of 18 to 24 inches. Actual depth shall be as recommended by the manufacturer. If soil conditions prohibit anchoring depth to less than 18 inches, installation shall be in accordance with manufacturer's recommendations.

REVISION OF SECTION 618
PRESTRESSED CONCRETE

Section 618 of the Standard Specifications is hereby deleted for this project and replaced with the following:

DESCRIPTION

618.01 This work consists of fabricating, furnishing and installing prestressed concrete members in accordance with the requirements of the Contract.

This work includes the furnishing and installation of all appurtenant items necessary for the particular prestressing systems to be used, including but not limited to ducts, anchorage assemblies and grout used for pressure grouting ducts.

For cast-in-place prestressed concrete, the term "member" as used herein shall be considered to mean the concrete which is to be prestressed.

The term "tendon" as referenced herein shall be considered to mean the prestressing steel within a duct.

Both temporary and permanent post-tensioning shall comply with the requirements of this Section.

The term temporary post-tensioning is referring to the post-tensioning required to control stresses during handling and erection of precast elements.

MATERIALS

618.02 Materials shall conform to the following:

Anchorage devices shall meet the requirements of subsection 714.02. Prestressing steel shall meet the requirements of subsection 714.01.

Elastomeric bearing pads shall meet the requirements of subsection 512.

All reinforcing and embedment item supports, bolsters, chairs, and spacers shall be CDOT approved. These items shall be plastic, rubber, or epoxy coated at all areas that will contact external concrete surfaces, unless otherwise shown on the plans.

(a) *Prepackaged Grout for Post-tensioned Ducts.*

1. Water. The water used in the grout shall conform to subsection 712.01.
2. Shall meet the requirements of subsection 618.09(b). Grout.

(b) *Steel and Metal for Prestress Members.* All steel and metal products incorporated into the work shall meet the requirements of Section 106. The Contractor shall keep Certified Mill Test Reports (CMTR's) on file for all steel and metal products used, and shall furnish copies of CMTR's when requested.

Galvanizing and metallizing of steel products shall be done in accordance with the product applicable ASTM method. The product shall be galvanized after welding and fabrication is complete. Minor repair of galvanizing shall be brush coated with an approved zinc-rich compound that is acceptable to the QA Representative.

Materials and fabrication procedures shall conform to ASTM or ANSI / AWS requirements. The materials and work shall conform to the following requirements and specifications, unless otherwise indicated in the Contract.

1. Reinforcing Bars. All reinforcing bar material shall be Grade 60 minimum and shall conform to ASTM A 615, or ASTM A 706; epoxy coated bars shall also meet ASTM D 3963. Reinforcing bars that require welding shall conform to ASTM A 706. Welding of A 706 bars shall be done in accordance with ANSI /AWS D.1.4.

2. Welded Wire Reinforcement. Steel welded wire reinforcement for concrete reinforcement shall conform to ASTM A497.

3. Plate Steel. All plate steel shall conform to ASTM A 709 Grade 36 specifications. Fabrication and welding of plate steel products shall be done according to ANSI / AWS D.1.1.

4. Steel and metal products shall be free of loose rust and foreign substances before incorporation into the cast product.

   The presence of rust on strand shall not necessarily be cause for rejection. Light rust and rust that does not result in visible pitting of the prestressing steel with the unaided eye shall be acceptable. Prior to evaluation rust shall be removed from representative lengths of prestressing strand by heavy duty scouring pads or wire brush. After rust removal, visual comparisions shall be made to picture sets in the article "Evaluation of Degree of Rusting on Prestressed Concrete Strand" published in the 1992 May-June edition of the PCI Journal. Surface conditions comparable to picture sets 1 through 3 shall be acceptable, while conditions comparable to picture sets 4 and greater shall be cause for rejection of the prestressing strand.

(c) *Concrete for Pretensioned and Combination Tensioned Products.* Materials for Concrete class PS shall meet the requirements specified in the following subsections:

Hydraulic Cement	701.01
Fly Ash	701.02
Fine Aggregate	703.01
Coarse Aggregate	703.02
Curing Materials	711.01
Air Entraining Admixtures	711.02
Chemical Admixtures	711.03
Water	712.01

(d) *Concrete and Steel for Other Members.* Concrete for other members shall conform to the requirements of Section 601 and the plans. Reinforcing steel for other members shall conform to the requirements of Section 602.

CONSTRUCTION REQUIREMENTS

618.03 Prestressed Members. Members may be pretensioned, post-tensioned, or a combination of pretensioned and post-tensioned. Members shall be fabricated and finished as shown in the Contract.

Minimum cover for prestressing steel shall be 1½ inches, unless otherwise shown in the Contract. Minimum clearance for reinforcing steel shall be 1 inch unless otherwise shown in the Contract.

If the plans show only pretensioning details, use of a post-tensioning system will be allowed only if complete details of all necessary modifications are approved by the Engineer of Record.

Cast-in-place members shall be post-tensioned unless otherwise shown on the plans. All falsework for cast-in-place members shall remain in place until all post-tensioning and grouting has been completed and accepted by the Engineer.

618.04 Shop Drawings.

(a) *General.* The Contractor shall furnish shop drawings in conformity with subsection 105.02 for all prestressed components. When the Contractor's Engineer completes or revises design details or engineering drawings, then those engineering drawings and details that are submitted to the Engineer shall contain the endorsement seal of a Professional Engineer registered in the State of Colorado. CDOT review of the shop drawings does not relieve the Contractor of the responsibility for the adequacy of the prestressed members. Minor changes to design details or engineering drawings that do not represent a significant change to the original design will not require a Professional Engineer seal. The Contractor shall submit supporting calculations for these changes along with the shop drawings

(b) *Pretensioned Members.* The shop drawings shall include the following:

(1) Superstructure Framing Plan.
(2) All unit dimensions.
(3) Location and arrangement of prestressing strands.
(4) Initial and final jacking forces.
(5) Location, description, and detail of structural reinforcing items, excluding minor items used for field erection.
(6) Location of all hold-down devices.
(7) Location and description of all plates.
(8) Provisions for diaphragm connections.
(9) Blockout and keyway dimensions, if any.
(10) Location and detail of debonded strands.
(11) Strand de-tensioning sequence.

(c) *Post-tensioned Members.* The shop drawings for post-tensioned members shall show the following:

(1) Strand and bar properties, including material type, modulus of elasticity, ultimate strength, diameter, and cross-sectional area assumed in the design.
(2) Duct properties, including material type, and minimum inside and maximum outside diameters, and friction coefficients of the duct-strand system if different from shown on the plans.
(3) The position and profile of the ducts and tendons along the length of the member. Each duct position shall be defined at tenth points along the length of the member. The minimum clearance from the edge of concrete to the edge of a duct shall be shown.
(4) Location of closure pours and associated duct splices and details of duct splice, including the details and specifications of the shrink sleeve material.
(5) The maximum offset between the center of the duct and the center of force in the duct for each unique strand and bar and duct combination. The resultant force of all permanent tendons in the member shall match the profile indicated on the plans.
(6) The initial and final force at each anchorage. The initial force is defined as the largest force at each anchorage before anchor set and after friction losses. The final force is defined as the residual force remaining after anchor set and long term losses.
(7) Complete dimensions and properties necessary to fabricate and install each unique anchorage device, including the type of materials, yield strengths, distribution plates, wedges, trumpets, anchorage blocks, and other appurtenant items. Adjacent reinforcement shall be detailed showing how it will coordinate with the anchorage device and its reinforcement.
(8) The dimensions and properties necessary to fabricate and install the bursting, splitting, and other reinforcement required by the prestressing system, as shown on the plans or as proposed by the Contractor. Included shall be cross-sectional areas, yield strength, the location of the reinforcement, and the diameter and pitch of the spirals. If no additional bursting steel is required, it shall be so stated on the shop drawings.
(9) The minimum length of strand or bar projection at the live ends and accessible dead ends.
(10) The preload force for each unique tendon. The preload force is defined as 20 percent of the jacking force.
(11) The required total jacking force for each unique tendon.
(12) The total final elongation, after dead and live end anchor sets, and the measurable elongation for each tendon. The measurable elongation is defined as the total elongation at the live end after preload while the stressing equipment is tensioning the tendon to the total jacking force. The tendon length used for calculations shall include the full length of strand that is being stressed.
(13) The sequence of stressing, including temporary and permanent post-tensioning.
(14) Blockout or buildout concrete dimensions and reinforcement details.

(15) If the Contractor elects to submit an alternative system, as defined in subsection 618.07(c), the Contractor shall also provide the following, as appropriate.

If the anchorage device will differ from what is shown on the plans, the Contractor shall submit calculations or manufacturer test certification consistent with the Contract. The calculations shall show the complete design of the anchorage device, including splitting steel, bursting reinforcement, the distribution plate, and the bearing stresses transmitted to the concrete by the anchorage device. The manufacturer's test certification shall certify the adequacy of the anchorage device. The shop drawings shall reflect the anchorage device design.

If the flare of the tendons is different from what is shown on the plans, the Contractor shall submit design and details of appropriate reinforcement and concrete dimensions to accommodate the flare.

Along with the shop drawing details, six copies of computations for friction losses, calculated measurable elongations, the maximum offset between the center of force and center of duct for each unique tendon, and the stressing sequence shall be submitted for review. The friction losses shall be determined in accordance with the plans and as provided for in the current"AASHTO LRFD Bridge Design Specifications."

(d.) For Combination Tensioned Members refer to 618.04 (b) and (c).

618.05 Notification of Fabrication for Pretensioned and Combination Tensioned Members.

(a) *Start of Work.* Prior to beginning the work, the Contractor shall provide notice to the Engineer and the Quality Assurance (QA) Representative, as defined in subsection 618.06(a), so that QA services may be provided. The notice shall be at least seven days before fabrication begins.

The anticipated production schedule, including the start of work, phase work and shipment dates shall be submitted in writing to the QA Representative before any work begins. Fabrication shall not be started until the shop drawings have been returned with the Engineer's review stamp, indicating Reviewed, no exception taken; or Reviewed, revise as noted; or Resubmit, revise as noted in accordance with subsection 105.02, and delivered to the Contractor's site of fabrication.

(b) *Production Schedule Changes.* Accelerated changes to the proposed production schedule, including start of work, phase work, and shipment dates, shall require advance written notification be provided to the Engineer and the QA Representative. The written notice of change shall be received at least 48 hours before fabrication begins, unless otherwise approved in writing by the Engineer or the QA Representative.

(c) *Notice of Shipment.* The QA Representative shall be notified in writing, at least 72 hours before shipment of prestressed members to the job site.

(d) *Notification.* Failure to notify the Engineer or the designated QA Representative as described in this section may be cause for rejection.

618.06 Inspection of Pretensioned, Post-tensioned and Combination Tensioned Members.

(a) *Quality Control and Quality Assurance*. Quality Control (QC) of prestressed concrete fabrication is the responsibility of the Contractor. The Contractor shall designate a QC Manager who shall be responsible for product quality requirements as defined in the specifications and the Contractor's approved QC plan (QCP). The QC Manager shall possess and maintain certification at Level II minimum, from the Prestressed Concrete Institute (PCI), or be a licensed Professional Engineer in the State of Colorado, and shall have one year minimum of construction related experience. The QC Manager shall not be supervised by the Contractor's production section. If grouting for post-tensioning ducts of combination tensioned members is done by the precast girder fabricator, the QC Manager shall possess and maintain an American Segmental Bridge Institute (ASBI) Certified Grouting Technician Certificate. If prestressing, duct and anchorage installation,inspection of duct and anchorage stressing of tendons, air testing of ducts, or grouting of ducts of multi-strand bonded tendons of the post-tensioning system for combination tensioned members is done by the precast girder fabricator the QC Manager shall possess a PTI Level I – Bonded Tendon Training Certificate.

Quality Assurance (QA) and product acceptance are the prerogatives of the Engineer. The QA Representative acts for and in behalf of the Engineer on all matters within the scope of the contract documents, as delegated by the Engineer. QA administration will be performed to the extent necessary to assure contract compliance. The QA Representative shall possess the American Segmental Bridge Institute Grouting Certification Training.

Repeated out of tolerance work, including dimensional non-conformance, shall be considered as recurring deficiencies. Recurring deficiencies shall be considered as evidence that required QC is not being provided. When the QA Representative determines that fabrication operations are producing recurring defects that do not conform to the Contract and the QCP requirements, the Contractor will be notified that the present work is unacceptable. Work shall not continue until the QC Manager has submitted a written proposal addressing corrective procedures that the Contractor will take to prevent recurrence of the non-conforming work. Fabrication shall not resume until the proposal has been reviewed and accepted in writing by the QA Representative.

(b) *Quality Control Plan (QCP).* The Contractor shall submit a written QCP to the QA Representative prior to the beginning of fabrication. The QCP shall be reviewed and approved in writing by the Contractor's QC Manager. The QCP shall list all methods utilized by the Contractor to ensure that the work conforms to contract requirements. The QC section is responsible for establishing the QCP, as well as conformance to the QCP. Fabrication shall not begin until the QCP has been reviewed and accepted in writing by the QA Representative.

If work methods for a specific project or product are not listed in the original QCP, the Contractor shall submit written addenda addressing the proposed methods that are necessary to meet contract requirements. Fabrication shall not begin until the addenda have been reviewed and accepted in writing by the QA Representative.

The QCP shall address the following:

(1) Names and qualifications of the QC Manager and personnel conducting inspection and testing. This list shall be updated when changes in personnel occur.

(2) List of material suppliers, post-tensioning system supplier, post-tensioning grout supplier and certified testing agencies used; the list shall be updated when vendors change.

(3) Materials sampling and testing schedule, showing testing methods and frequencies.

(4) QC inspection methods and procedures for all stages of fabrication operations.

(5) Methods for curing products and test specimens.

(6) Method and sequence for tensioning strands, including methods used for verifying equal distribution of jacking forces.

(7) Method and sequence of de-tensioning strands and procedure.

(8) Post-tensioning system. The responsible representative meeting the requirements of subsection 618.06(b)(8) shall possess an “American Segmental Bridge Institute (ASBI) Certified Grouting Technician” certificate and a PTI Level 1 – Bonded Tendon Training certificate. Duct and anchorage inspection schedule, duct splices at closure pour inspection schedule, and onsite duct air pressure testing schedule, including name(s) of the responsible representatives who will conduct inspections and testing.

(9) Written report format for materials sampling, testing, and inspection for all phases of the work.

(10) Copies of all concrete mix designs to be used, including mix design computations and test data.

(11) Provisions for fabrication operations during cold, windy, or hot weather conditions.

(12) Procedures for patching small production holes and holes left by strand hold-down devices.

(13) Procedures for identifying, evaluating and reporting defects, including dimensional non-conformance, discovered during QC/QA inspections and testing.

(14) Procedures for notifying the QA Representative of structural defects, and submittal of written proposal for repairs.

(15) Provisions for contingency operation when concrete delivery is interrupted due to malfunction of equipment during fabrication.

(c) *Frequency.* QC inspection and testing at all intervals of duct and anchorage placement, duct splices at closure pours , onsite duct air pressure tests and forming, tensioning, steel and concrete placement, curing, and storage operations shall be performed in accordance with the accepted QCP. The QCP shall contain provisions for increased frequencies of inspection and testing when operations or products do not conform to the Contract.

(d) *Written Records and Reports*. The QC Manager shall review and submit the following completed records and reports to the QA Representative before the product receives acceptance by the QC section:

1. Prestressing Steel - Tensioning reports for each setup, showing the jacking force calculations; initial and final jacking force used; calculated and final net measured elongation; applicable stressing corrections for seating, slippage, shortening, rotation movement, and temperature; Certified Mill Test Reports for prestressing steel used; jack identification number, date and time of stressing.
2. Concrete - A daily report of each mix design used, showing the fresh concrete slump, temperature, unit weight, and air content (if specified). The daily report shall also include the following data:
   (1) date and time of casting
   (2) bed and setup location
   (3) ambient conditions
   (4) total cubic yards placed
   (5) girder mark and unique sub-mark identifications
   (6) actual product curing temperature charts or graphs
   (7) actual curing enclosure humidity charts or graphs
   (8) average release strength in psi
   (9) date and time of release strength
   (10) copies of individual batch tickets when requested by the QA Representative
3. Pre-pour Inspection Records shall include the items to be checked as listed in the QCP.
4. Post-pour Inspection Records shall include the items to be checked as listed in the QCP. These records shall include all discovered variances from product dimensional tolerances.
5. Report of minor repairs made to each individual product.
6. The following written records shall be submitted to the QA Representative before product shipment:
   (1) Elastomeric Bearing Pads - Product manufacturer's certification and supplier's letter of compliance.
   (2) Length measurement of beams within three days prior to shipping.
   (3) Product camber measurement within seven days prior to shipping.
7. Steel and Metal. For reinforcing bars, welded wire reinforcement, plate steel, and miscellaneous steel and metal products incorporated into the work, QC Manager shall review and maintain all certified mill test reports (CMTRs). QC Manager shall certify in writing that all steel and metal products comply with the Contract. When requested, QC Manager shall furnish copies of CMTRs to the QA Representative.
8. Post-tensioning Ducts. The responsible representative meeting the requirements of subsection 618.06 (b)(8) shall submit to the QA Representative a letter certifying that the ducts, duct splices, and anchorages are installed according to the Contract and that they have been inspected by the responsible representative of the post-tensioning system supplier and adequately held an air pressure after stressing and before grouting.

   After stressing and before grouting, install all grout caps, inlets and outlets and test the duct with compressed air to determine if duct connections require repair. In the presence of the Engineer,

pressurize the duct to 30 psi and lock-off the outside air source. Record pressure loss for one minute. A pressure loss of 15 psi is acceptable for ducts having a length equal to or less than 150 feet and a pressure loss of 9 psi is acceptable for ducts longer than 150 feet. If the pressure loss exceeds the allowable, repair leaking locations using methods approved by the Engineer and retest.

618.07 Fabrication.

(a) *Pretensioning - General.* Prestressing shall be done with calibrated jacking equipment that conforms to the requirements of subsection 618.10. Strands shall be tensioned in accordance with the approved sequence as indicated in the QCP. All indicating dials shall be at least 6 inches in diameter; calibrated digital display equipment is also acceptable.

The stressing sheet shall show the measurements, factors and computations for tension and elongation, including all stressing corrections; if these factors are not shown on the stressing sheet, they must be submitted with the shop drawing and calculation index. The applicable stressing corrections shall be applied at the time of final stressing. Before using any stressing correction for friction, the need for corrections shall be proven by load cell or dynamometer checks at both ends of the setup. Temporary overstressing shall not exceed 80 percent of the minimum ultimate tensile strength of the prestressing steel. Tensioned strands shall not be seated during temporary overstressing.

Tensioned strands shall maintain vertical and horizontal position, within allowable tolerances, as specified in subsection 618.14(b), throughout the entire length of the member; intermediate strand supports shall be used if the tolerances cannot be maintained. Tensioned strands shall not be entangled or intertwined with other strands, except for draped strands in the bundled area between hold down devices.

A QC employee shall witness and verify final tensioning operations and record the jacking forces and the net measured elongations. Jacking force shall be recorded to the nearest 100 pound increment used. Net elongation shall be measured to the nearest ⅛ inch. Tensioning operations shall also meet the following requirements:

1. Initial tensioning shall not exceed 20 percent of the jacking force.
2. Tension load readings shall be taken from pressure gages, dynamometers or load cells. If pressure gages or dynamometers are used, the applied load shall register between 20 and 80 percent of the total reading capacity of the system. If load cells are used, the applied load shall register between 10 and 90 percent of the total load cell capacity. If a master gage system is used, a current certified calibrated graph or table correlating actual loads with the master gage readings, shall be given to the QA Representative.
3. The jacking force applied shall be within plus or minus 5 percent of the design jacking force. The net measured elongation shall be within plus or minus 5 percent of the calculated elongation; if net measured elongation is not within tolerance, the strand shall be stressed from both ends. The algebraic comparison of the variation between the jacking force and the net measured elongation shall agree within plus or minus 7 percent. If these three tolerances are not achieved, tensioning operations shall cease; all stressing deficiencies shall be corrected before regular tensioning operations resume.
4. If any wire or wires in a 7-wire strand breaks, whether or not that strand shall be removed and replaced shall be determined based on whether forces are within tolerances as specified in subsection 618.07(a)(3) and by referring to PCI MNL 116 5.2.6.
5. Strand or spliced strand that exhibits unraveling after stressing, shall be removed and replaced with a sound strand. Strand splices shall not fall within the member to be cast.
6. Strands that have received final tension shall be protected from temperature fluctuations greater than 40 °F until the time of concrete placement. The Contractor may apply stress corrections at the rate of 1 percent per 11 °F, for temperature variation between final tensioning and concrete placement. This requirement does not apply to self-stressing bed setups. The total stressing force applied shall not exceed 80 percent of the minimum ultimate tensile strength of the prestressing steel.
7. Tensioned prestressing steel shall be free from dirt, mud, ice, snow build up, oil, grease, paint, loose rust, and all other bond inhibiting substances prior to concrete placement. Visibly pitted strand shall not be used.

8. Draped Strand - Final stressing shall be accomplished by any of the methods described below:

   A. Jacking in Draped Position. Final stressing shall begin at one end of the bed. Strands that do not meet the tension vs. elongation tolerances shall be jacked from the other end so that all tolerances are achieved. If all draped strands conform to tolerances after jacking at one end, the jacking force shall be verified on at least two strands at the opposite end.

   B. Partial Stressing and Subsequent Strain. Initial and partial stress may be induced from either end of the bed. Final stress shall be attained by lifting or depressing the strands to the design location. Final stress and strain shall be applied in such a manner that uniform distribution of jacking force is attained throughout the bed setup and, all tension vs. elongation tolerances have been achieved. The distribution of force shall be verified on at least two strands at the opposite end.

   C. Stage Tensioning. Initial tensioning shall be done from one end. Partial tensioning may then be performed from either end. When final stressing is completed, the sum of the partial elongations shall be used to verify that all tension vs. elongation tolerances have been achieved. This method may also be used for tensioning of straight strands.

9. Hold-down devices shall be placed within a 20 inch horizontal tolerance from the locations shown on the contract drawings if placement is moved toward the center of girder and within a 40 inch horizontal tolerance from the locations shown on the contract drawings if placement is moved toward the girder ends; if minimum or maximum placement locations are shown on the contract drawings, the placement tolerances shall not encroach beyond those locations.

   The hold-down device shall not encumber or displace adjacent straight strands out of tolerance; and shall not produce nicking of any drape or bundled strands. The device shall secure the draped or bundled stands in the positions shown on the shop drawings, within all tolerances required by subsection 618.14(b).

(b) *Combination Tensioned Members*. Pretensioning of combination members shall be performed in accordance with subsection 618.07(a). All post-tensioning operations shall conform to subsection 618.07(c)

(c) *Post-tensioning Method.*

1. Bonded Post-tensioning and Grouting Systems Review. Upon review of the shop drawings, the Engineer will schedule a meeting with the Contractor to review the post-tensioning and grouting procedures to be used on the project. The following individuals shall be in attendance at this meeting:

   (1) The Engineer and QA Representative.
   (2) The Contractor's Superintendent.
   (3) The post-tensioning system supplier. This individual shall have the following qualifications:
      (i) A Professional Engineer registered in the State of Colorado.
      (ii) Knowledgeable in the analysis of post-tensioned structures, the design required for shop drawing development, field calculations for revising tendon elongations from the assumed parameters to the actual strand area and modulus used on the project as determined by tests conducted on the strand by CDOT, and stressing of tendons.
      (iii) A holder of a current Certified Grout Technician Certificate from the American Segmental Bridge Institute (ASBI).
      (iv) Able to be present during all tendon stressing and grouting to keep written records of these operations for submittal to the Engineer for review.
   (4) A grout manufacturer's field representative who is a full-time employee of the grout manufacturer, will provide technical product assistance to the grouting crew, and shall be present during start-up of grouting operations and shall be able to be present at the request of the Engineer should problems with the grout occur.
   (5) The Contractor's designee who will be in direct charge of the post-tensioning and grouting crews. This individual shall have the following qualifications:
      (i) Be skilled in the use of the post-tensioning and grouting equipment.

(ii) Have at least three years experience on previous projects supervising the post-tensioning and grouting of structures of similar type and magnitude.

(iii) Present on the project during the installation of the post-tensioning system, stressing operations, and grouting operations.

(6) Contractor's QC Manager.

(7) Other individuals as deemed necessary by the Contractor or Engineer.

Ten days prior to the Post-Tensioning and Grouting System Review meeting, the Contractor shall submit a written plan for grouting the ducts. Grouting shall not begin until the Engineer has provided written approval of the grouting plan. The grouting plan shall provide at least the following information:

(1) The name, training, and experience records of the person supervising the grouting operations.

(2) Other individuals as deemed necessary by the Contractor or Engineer.

(3) Name of the grout material and the required certifications and test results.

(4) Manufacturer and type of grout mixer and pump to be used, including provisions for back-up equipment and spare parts.

(5) Grouting procedure and the role of each person on the crew.

(6) Theoretical grout volume calculations.

(7) Method for closing all duct orifices as grouting progresses.

(8) Air testing of ducts.

(9) Grout mixing and pumping procedures.

(10) Location of grout inlet and direction of pumping.

(11) Procedures for handling blockages, procedures and equipment required for flushing ducts of grout if necessary, and how and when it will be decided whether or not to flush ducts.

(12) Methods to inspect behind anchorages, grout inlets and outlets, and vents for voids.

(13) List of production testing along with acceptable values according to Table 618-1.

(14) Acceptable specific gravities for mud balance test provided by the grout manufacturer.

(15) Procedures for post grouting repair of all grout voids detected.

(16) Procedure for installing corrosion inhibitor inside tendons if necessary.

2. Alternative Post-tensioning Systems. The Contractor may choose to supply the design and details of the prestressing system shown on the plans or submit an alternative for approval. The following alternatives may be presented to the Engineer for his review and approval:

(1) Alternative anchorage systems. Alternative anchorage systems, including all associated anchor zone reinforcing steel associated with the alternative anchorage system, and all details of the alternative anchorage system shall be shown on approved shop drawings and stamped by a Professional Engineer registered in the State of Colorado and who is an employee of the post-tensioning system supplier or anchorage supplier.

(2) Alternative number or sizes of ducts. The duct pattern must conform to an acceptable pattern as indicated on the plans.

(3) Alternative jacking ends.

(4) Alternative number of strands, provided the minimum area of steel and the center of force matches that indicated on the plans.

(5) Alternative duct type, friction coefficients, or anchor set.

The stressing sequence, details, or procedures shall not differ from what is called for on the plans, such that it would cause a change in the jacking force times initial stress ratios at the critical points identified on the plans, beyond an acceptable tolerance of 0 to +5 percent.

If the Contractor elects to submit alternative details, the alternative details shall conform to the following:

(1) The final center of force shall match that as indicated on the plans.

(2) If the plans call for a tendon to be composed of a certain number of strands, the Contractor's alternative shall have that same tendon composed of the same number of strands.

(3) If the plans call for a tendon to be composed of bars, the Contractor's alternative shall have that same tendon composed of bars.

(4) If the plans call for ducts and tendons internal to the member, the Contractor's alternative shall also have internal ducts. Similarly, if the plans call for ducts and tendons external to the member, then the Contractor's alternative shall also have external ducts.

(5) The alternative shall include details or calculations supporting the adequacy of the Contractor's alternative as specified in the shop drawing and calculation requirements of this specification.

(6) Bridge cross-sectional geometries, dimensions, and clearances shall match those indicated on the plans, with the exception of girder flares near anchorages.

3. Duct Fabrication and Placement. Duct enclosures for prestressing steel shall be either rigid corrugated plastic or galvanized, corrugated, rigid ferrous metal.

Metal ducts shall be fabricated with either welded or interlocked seams. Galvanizing of the welded seams for metal ducts will not be required.

The ducts shall be mortar tight and accurately placed within ½ inch of the positions shown on the approved shop drawings. Ducts shall be securely fastened to maintain their correct alignment during placing of concrete. Joints between sections of duct shall be positive rigid connections which do not result in angle changes at the joints. Waterproof tape shall be used at the connections. Ducts shall be bent without crimping or flattening. Transition couplings connecting ducts to anchoring devices need not be galvanized. Ducts shall be free of kinks. All changes of direction shall have a radius of 20 feet, unless otherwise shown on the plans. Shrink sleeves at duct splices at closure pours shall be used.

The duct area shall be at least twice the net area of the prestressing steel for tendons composed of multiple wires, bars, or strands.

The duct diameter shall be at least ¼ inch larger than the nominal diameter of the wire, bar, or strand for tendons made up of a single wire, bar, or strand.

All ducts shall have grout openings at each end. Grout vents shall be provided at all high points and low points of draped tendons. In addition, at draped tendon high points, secondary high point gout vents shall be located three feet beyond all high points in the direction that the grout will be pumped.

Grout openings and vents shall be securely fastened to the ducts and forms or reinforcing steel to prevent displacement while placing concrete. The vents shall be mortar tight, taped as necessary and shall provide means for injection of grout. Ends of grout vents shall be removed to 1 inch inside the face of concrete surface after the grouting has been completed and the holes filled with an approved epoxy or non-shrink grout and finished smooth.

Prior to installation of the prestressing steel, the Contractor shall show that the ducts are free from debris and water. For ducts which are internal to the member, the Contractor shall show that the ducts are free from any blockage or damage from the concrete placing operations. The Contractor shall do this immediately after the concrete encasing the duct has achieved initial set. The precast fabricator shall be responsible for the condition of the ducts during fabrication if the member is precast.

The precast fabricator shall demonstrate to the QA Representative that the ducts are free and clear of any obstructions or damage and are able to accept the intended post-tensioning tendons by passing a torpedo through the ducts. A torpedo of the same cross-sectional shape as the duct that is 1/8 inch smaller all around than the clear, nominal inside dimension of the duct. No deductions shall be made to the torpedo section dimensions allowed in the manufacture or fixing of the ducts. For curved ducts the length shall be determined so that when both ends of the torpedo touch the outermost wall of the duct, the torpedo is 1/8 inch clear of the innermost wall. Acceptance shall be based on the torpedo passing through the duct easily. Nonconformance is when the torpedo does not pass through the ducts easily

and shall be addressed per 618.13.

Once installed, the ducts (including the ends of the ducts at the anchorages, grout ports, and duct vents) shall be sealed immediately to prevent the entry of water or other debris until the tendons are grouted.

The use of water soluble oil in the ducts and flushing the ducts with water will not be allowed.

4. Post-tensioning Equipment and Procedure.

Installing Tendons. Excess water in ducts shall be removed by blowing oil-free compressed air through the ducts.

Post-tensioning strands to make up tendon shall be pushed or pulled through the ducts using methods which will not snag on any lips or joints in the ducts.

The ends of strands which are pushed through the duct shall be rounded off or fitted with a smooth protective cap. Strand that is pushed shall not be intentionally rotated by any mechanical device during the installation of the post-tensioning into the duct.

The ends of strands which are pulled through the duct shall be assembled to form the tendon and pulled using a special steel wire sock (“Chinese finger”) or other device attached to the end. The ends of the strands may be electric arc welded together for this purpose as long as at least 1 foot to 5 ft of the strands from the welded end, depending on size of tendon, is removed after installation. The ends of strands of the pre-assembled tendon shall be rounded to facilitate smooth passage through the duct.

Cut strands using an abrasive saw or equal. Flame cutting or plasma cutting of strands is allowed only with permission from the Engineer.

The responsible representative shall be present at all times during stressing of bonded post-tensioned members.

Tensioning shall be done with approved jacking equipment. Hydraulic jacks shall be equipped with accurate pressure gauges at least 6 inches in diameter. The combination of jack and gauge shall have been calibrated within the last 12 months, in accordance with subsection 618.10(a). A certified calibration chart, graph, or table showing this calibration of the jack and gauge combination shall be furnished to the Engineer. The range of calibrations shall encompass the range of required forces indicated on the shop plans. The jacking equipment shall be capable of simultaneously stressing all wires, strands, or bars for each individual tendon.

Tendons shall be stressed in accordance with the sequence as indicated on the approved shop drawings. If the Contractor chooses to deviate from the sequence, the Contractor shall resubmit the shop drawings for approval. The sequence shall not cause stresses in excess of the maximum allowable stresses shown on the plans.

Tendons shall be preloaded to 20 percent of their total jacking force, before measuring elongations.

Measured elongations shall be within ± 7 percent of the calculated values, unless otherwise approved by the Engineer.

A broken or damaged strand is cause for rejection of the tendon. If a strand is rejected, the remaining strands in the tendon will be evaluated by the Engineer for reuse.

Where dead end anchorages and tendons are accessible, the anchorage system and length of projecting prestressing steel shall permit jacking with the same jacking equipment that was used on the live end.

Tendon projections at the live end and accessible dead ends shall not be cut off until all post-tensioning is completed and accepted.

The representative of the post-tensioning system supplier shall keep a record of the following items for each tendon installed and provide a copy to the Engineer the day stressing is completed:

(1) Project name and number.
(2) Contractor and subcontractor.
(3) Tendon location, strand diameter, and number of strands.

(4) Date strand was first installed in the ducts.

(5) Heat number of the strands.

(6) Assumed and actual strand cross-sectional area and modulus of elasticity.

(7) Date stressed.

(8) Date of calibration of the jack and pressure gauge combination with their identification numbers.

(9) Required initial and final jacking force and the gauge pressure.

(10) Anticipated and actual elongations and anchor set.

(11) All deviations from the plans, specifications, and approved shop drawings shall be brought to the attention of the Engineer for immediate resolution.

618.08 Post-Tensioning Anchorages and Distribution. Prestressing steel shall be secured at the ends by means of approved permanent type anchoring devices.

Anchorages and couplers shall develop at least 95 percent of the minimum specified ultimate strength of the prestressing steel. The coupling of tendons shall not reduce the elongation at rupture below the requirements of the tendon itself. Couplers and coupler components shall be enclosed in housings long enough to permit necessary movements. Couplers for tendons shall be used only at locations specifically indicated or approved by the Engineer.

Couplers shall not be used at points of sharp tendon curvature.

Permanent anchorage grout caps are required and shall be installed before grouting begins.

Anchorage devices shall have a minimum clear concrete or grout coverage of 2 inches in every direction. Alternative corrosion protection methods for anchorages shall be shown on the shop drawings submitted by the Contractor.

The prestressing force shall be effectively distributed to the concrete by means of an approved anchoring device. Such devices shall conform to the following requirements:

(1) The average concrete bearing stresses on the concrete-created anchorage distribution plates shall not exceed the values allowed by the following equations:

During jacking:

$$f_{cp} = 0.8 f'_{ci} \sqrt{\frac{A'_b}{A_b} - 0.2} \leq 1.25 f'_{ci}$$

After jacking:

$$f_{cp} = 0.6 f'_{ci} \sqrt{\frac{A'_b}{A_b} - 0.2} \leq 1.25 f'_{c}$$

Where:

f_{cp}	=	permissible compressive concrete stress
f'_{ci}	=	compressive strength of concrete at time of jacking
f'_c	=	compressive strength of concrete
A'_b	=	maximum area of the portion of the concrete anchorage surface that is geometrically similar to and concentric with the area of the anchorage
A_b	=	bearing of the anchorage

If bursting steel is not used, the peak bearing pressure on the concrete at the time of jacking from the distribution plate shall not exceed 0.90 f'_{ci}. If the distribution plate or anchorage device is within 4 inches of any concrete edge or corner or another distribution plate or anchorage device, the pressure on the concrete shall not exceed 0.70 f'_{ci}. Construction joints shall not pass under distribution plates or anchors.

(2) Bending moments in the plates or assemblies induced by the pull of the prestressing steel shall not exceed

the plastic strength of the material or cause visible distortion of the distribution plate when 100 percent of the ultimate prestress load is applied as determined by the Engineer.

(3) Distribution plates may be omitted if the anchorage device distributes the stresses in the concrete consistent with these specifications, and provided that this anchorage device is used in conjunction with embedded bursting and splitting reinforcement.

618.09 Bonding and Grouting.

(a) *General.* Post-tensioned prestressing steel shall be bonded by completely filling the void space within a duct with grout. Prestressing steel to be bonded shall be free of dirt, loose rust, or other deleterious substances. The ducts shall be kept free of water, dirt, or other deleterious foreign materials that will inhibit bond until the tendons are grouted. Time from installing the prestressing steel in the ducts in an unstressed condition to grouting after stressing shall not exceed thirty days. If a corrosion inhibitor, as specified below, is used on the strands in the ducts, the time limit shall not exceed sixty days. Grouting shall proceed as soon as possible after stressing of the prestressing steel in the ducts. If a corrosion inhibitor is used on the strands in the ducts, it shall be applied after post-tensioning is completed and accepted and grouting accessories are installed so that tendons are sealed. The post-tensioning system installer shall submit an installation log. A copy of the log that documents the day the strands were installed within the duct and the corrosion inhibitor applied to the strands in the duct, with the duct given an identification easily referenced to the plans, shall be provided to the Engineer. All pertinent product numbers, the brand and the corrosion inhibitor type shall be documented in the log. Verfication shall be made weekly that the tendons remain sealed and grout vents, drains and caps have not been damaged.

(b) *Grout.* Grout shall be prepackaged in bags.

The following information shall be printed on the grout bags: product name, name of the producer, date of packaging, lot number, and mixing instructions.

Grout shall not contain any lumps or other evidence of hydration.

The grout shall not contain aluminum powder or compounds, which will produce hydrogen gas, carbon dioxide, or oxygen. In addition, the grout shall not contain fluorides, sulphites, nitrates,, or acid-soluble chloride ions which exceed 0.08 percent by weight of the cementitious materials. The Contractor shall provide the Engineer with written certification from the grout manufacturer that the grout does not contain or produce these elements or compounds with the grouting plan.

The grout shall conform to the following Standard and Modified ASTM Tests in Table 618-1 when mixed in accordance with the manufacturer's instructions:

Table 618-1

Property	Test Value	Test Method
Total Chloride Ions	Max. 0.08% by weight of Cementitious material	ASTM C 1152
Fine Aggregate (If utilized)	Max. Size: 300 µm (No. 50 Sieve)	ASTM C 33
Volume Change at 24 hours and 28 days	0.0% to + 0.3%	ASTM C 1090 [1]
Expansion	0.0%(minimum) 2%(maximum) for up to 3 hours	ASTM C 940
Compressive Strength at 28 days (Average of 3 cubes)	7,000 psi minimum	ASTM C 942
Initial set of the grout	3 hours minimum 12 hours maximum	ASTM C 953
Bleeding at 3 hours	Maximum 0.0 %	ASTM C 940 [4]
Permeability at 28 days	Maximum 2500 coulombs At 30 Volts for 6 hours	ASTM C 1202
FLUIDITY TEST [2]		
	Efflux Time from Flow Cone	**ASTM Method**
(a) Immediately after mixing	11 Seconds Minimum 30 Seconds Maximum OR 5 Seconds Minimum 30 Seconds Maximum	ASTM C 939 ASTM C 939 [3]
(b) 30 minutes after mixing with remixing for 30 seconds	30 Seconds Maximum OR 30 Seconds Maximum	ASTM C939 ASTM C 939 [3]

Table 618-1 and footnotes continued on next page.

Footnotes for Table 618-1

[1] ASTM C 1090 shall be modified to include verification at both 24 hours and 28 days.

[2] Adjustments to flow rates shall be achieved by strict compliance with the manufacturer's recommendations.

[3] Grout fluidity shall meet either the Standard ASTM C 939 flow cone test or the Modified Test described herein. Modify the ASTM C 939 Test by filling the cone to the top instead of to the standard level. The efflux time is the time to fill a one liter container placed directly under the flow cone.

[4] ASTM C 940 shall be modified to conform with the wick induced bleed test as follows:

(i) Use a wick made of a 20 inch length of ASTM A 416 seven wire 0.5 inch diameter strand. Wrap the strand with two inch wide duct or electrical tape at each end prior to cutting to avoid splaying to the wires when it is cut. Degrease (with acetone or hexane solvent) and wire brush to remove any surface rust on the strand before temperature conditioning.

(ii) Condition the dry ingredients, mixing water, prestressing strand and test apparatus overnight to 65 to 75 °F.

(iii) Mix the conditioned dry ingredients with the conditioned mixing water and place 800 ml of the resulting grout into the 1,000 ml cylinder. Measure and record the level of the top of the grout.

(iv) Completely insert the strand into the graduated cylinder. Center and fasten the strand so it remains essentially parallel to the vertical axis of the cylinder. Measure and record the level of the top of the grout.

(v) Store the mixed grout at the temperature range listed in (ii).

(vi) Measure the level of the bleed water every 15 minutes for the first hour and hourly for two successive readings thereafter.

(vii) Calculate the bleed water, if any, at the end of the three hour test period and the resulting expansion In accordance with the procedures outlined in ASTM C 940, with the quantity of bleed water expressed as a percent of the initial grout volume. Note if the bleed water remains above or below the top of the original grout height. Note if any bleed water is absorbed into the specimen during the test.

Grout used on the project shall have been sampled and tested within the last twelve months in accordance with the above referenced test procedures. The Contractor shall provide certified test reports for the grout used on the project from an independent AASHTO Accredited Laboratory and a sample of the grout for evaluation by the Department with the plan for grouting the ducts. The grout sample submitted to the Project shall be at least 2,000 grams in a sealed container. Grout which does not meet the above requirements shall not be used.

(c) *Mixing of Grout.* All grout shall be mixed with a high speed shear (colloidal) mixer.

(d) *Grouting.* All grouting operations shall be performed under the immediate control of the Contractor's designee. An individual of the post-tensioning system supplier, who possesses an ASBI Certified Grouting Technician Certificate and the grout supplier's field representative shall be available to provide technical expertise to the Contractor's designee as required during grouting.

The Contractor shall either perform or contract a commercial testing entity experienced with the following tests, in the presence of the Inspector/Engineer and report the results to the Engineer:

(1) One pressure bleed test per day in accordance with the "Schupack Pressure Bleed Test" using a Gelman Filter in accordance with the requirements in Appendix C of the "Specification for Grouting of Post-Tensioned Structures" by the Post-Tensioning Institute. The Gelman filtration funnel shall be secured vertically plumb in a stand. The maximum percent bleed shall be zero when the funnel is pressurized to 50 psi for evaluating installed ducts having a vertical rise greater than 6 feet; the maximum percent bleed shall be 2percent when the funnel is pressurized to 30 psi for evaluating installed ducts having a vertical rise greater than 2 feet but less than 6 feet; and the maximum percent bleed shall be 4 percent when the funnel is pressurized to 20 psi for evaluating installed ducts having a vertical rise that is less than 2 feet.

(2) Two mud balance tests, one at grout mixer and one at duct outlet, per day or when there is a visual or apparent change in the characteristics of the grout in accordance with the API Recommended Practice 13B-1 "Standard Procedure for Field Testing Water-Based Drilling Fluids". Acceptable specific gravity values for the grout shall be provided by the grout manufacturer and included with the grouting plan.

(3) Minimum of one strength test per day in accordance with ASTM C942 and the minimum 28 day compressive strength shall be 7000 psi.

(4) Minimum of two fluidity tests (flow cone) – one at the mixer and one at the duct outlet in accordance with ASTM C939, "Standard Tests Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method)". The efflux time shall be as shown in Table 618-1.

Grout shall be injected from the lowest end of a tendon to the highest end in an uphill direction. A continuous, one-way flow of grout shall be maintained for each duct.

All grout vent openings shall be open when grouting starts. Grout shall be allowed to flow to the first vent from the inlet pipe until residual slugs of water or entrapped air have been eliminated and the grout has the same consistency as that of the grout being injected. The vent shall then be capped or otherwise closed. Remaining vents shall be capped or closed in sequence in the same manner except that at draped tendon high points, the secondary vents placed a short distance downstream from the high point vent shall be closed before the highpoint vent.

The Contractor shall inspect the interiors of box girders during grouting operations for grout leakage. Leaks shall be sealed before grouting is continued.

Grout shall be pumped through the duct and continuously wasted at the outlet pipe until all visible slugs of water or air are ejected. To insure that the tendon remains filled with grout, the outlet shall be closed and the pumping pressure allowed to build to a minimum of 75 psi and held for one minute before the inlet vent is closed.

For all vertical tendons that are 20 feet and taller, a standpipe shall be provided at the upper end of the tendon to collect bleed water and allow it to be removed from the grout. This device shall be designed with commercial steel plumbing fittings so that the grout level will not drop below the elevation at the highest point in the upper anchorage device due to bleeding. If the level of the grout drops below the highest point in the upper anchorage device, additional grout shall immediately be added to the standpipe. After the grout has hardened, the standpipe shall be removed.

For vertical internal tendons, if the grouting pressure exceeds the maximum recommended pumping pressure, the grout shall be injected at increasingly higher outlets (which become inlets) that have been or are ready to be closed as long as one-way flow of grout is maintained. Grout shall be allowed to flow from each outlet until all slugs of air and water have been purged prior to using that outlet for injection.

Plugs, caps, and valves thus required shall not be removed or opened until the grout has set.

The Contractor shall monitor all anchorages, grout ports and vents periodically until the grout sets. The Engineer shall be notified if bleed water is dripping from these locations. Bleed water may be an indication of voids and will require investigation by the Contractor after the grout sets.

After the grout has set, the grout port and vent plugs shall be removed. The Contractor shall inspect the tendon anchorages, grout ports and vents for voids or other evidence of incomplete grouting. If evidence is found of voids in these areas, the Contractor shall submit a plan for regrouting the voids to the Engineer for

approval. All costs for remedial grouting will not be measured and paid for separately but shall be included in the work.

(e) *Temperature Considerations.*

The temperature of the concrete adjacent to the ducts shall be 40 °F or higher from the time of grouting until site cured 2-inch grout cubes, tested in accordance with AASHTO T 106, reach a minimum compressive strength of 800 psi.

Grout shall be between 40 and 90 °F during mixing and pumping. If necessary, the mixing water shall be heated or cooled.

618.10 Equipment. Equipment used for fabrication of pretensioned and combination tensioned members shall conform to the following requirements:

(a) *Jacking Equipment and Load Cells.* All equipment shall be calibrated as a system that represents actual use. Jacks, gage and pump systems, and load cells shall be calibrated at intervals not longer than 12 months, or whenever the tensioning system yields erratic results. Master gage systems shall be calibrated at intervals not longer than six months, or whenever the tensioning system yields erratic results. If load, sensor or indicator components are replaced or repaired, the system shall be recalibrated before resuming jacking operations. System error shall not exceed plus or minus 1 percent of the applied loads.

Calibration shall be performed by an agency or service that uses equipment certified by the National Institute for Standards and Technology (NIST). Accuracy of the calibration equipment shall be traceable to the NIST records. The calibration procedures used shall conform to ASTM Standard Practices E 4 and E 74. Each time that calibration verification is performed, a copy of the certified test report shall be furnished to the QA representative or the Engineer.

(b) *Concrete Batching Equipment.* The weighing system shall be calibrated at intervals no longer than 12 months. If disassembly, replacement, damage or repair of scales or balance indicators should occur, the weighing system shall be recalibrated before resumption of mix operations. Scale calibrations shall be performed in conformance with the State of Colorado - Department of Agriculture requirements. Current calibration labels shall be visibly displayed on the equipment.

The batching system shall record the weights of all concrete mix ingredients for each batch. Ingredient weights shall meet the requirements of ASTM C 94, Section 8, Measuring Materials.

The batching system shall be equipped with a flow meter which measures the weight or volume of the added mixing water within plus or minus 1 percent of the total water added to each batch.

(c) *Concrete Load Testing Machine.* The test machine shall meet the requirements of ASTM C 39.

(d) *Concrete Cylinder Molds.* Shall meet the requirements of ASTM C470.

(e) *Forms.* Forms shall be sufficiently mortar tight to minimize fresh mortar paste leakage, and sufficiently rigid to prevent product distortion due to concrete pressure or consolidation operations. Form joints shall be kept clean, smooth and adjusted to minimize form finish irregularities.

Forms shall be constructed and erected to produce units that conform to the product dimensional tolerances required by subsection 618.14(b); the forms shall also meet smoothness tolerances required by this subsection.

Forms shall be treated with a form release agent that does not adhere to or significantly discolor the final concrete product.

Forms that have known deviations from the typical sections shown on the plans shall be approved by the Engineer before use. The deviations shall be submitted on working or shop drawings.

(f) *Miscellaneous Test Equipment*. All miscellaneous test equipment used during fabrication shall be kept in a condition such that accurate test results are obtained. Proper equipment maintenance and calibration shall be the responsibility of the Contractor's QC section.

618.11 Concrete for Pretensioned and Combination Tensioned Products. The Contractor shall furnish and place concrete according to this subsection.

(a) *Classification.* Concrete shall be designated as class PS. The Contractor shall be responsible for the actual mix proportions and adjustments necessary to produce the specified strength. The specified strengths and air content shall be as stated on the plans. Fly ash may be substituted for hydraulic cement up to a maximum of 25 percent by weight. If fly ash is used in the mix, the weight of the total cementitious material content shall be the sum of the weights of the hydraulic cement and fly ash.

When voluntary use of fly ash by the Contractor results in delays, changes in mix quantities or materials sources, or unsatisfactory work, the costs of such delays, changes or corrective actions shall be borne by the Contractor.

(b) *Concrete Mix Components.* Materials sources shall be listed in the Contractor's QCP. The QC Manager must notify the QA representative in writing before changing the sources as listed in the QCP. For new sources, the Contractor must submit certified data for review and acceptance by the Engineer, at least 30 days before the sources can be used for production. Materials shall conform to the requirements of subsection 618.02(c).

(c) *Proportioning.* The minimum total cementitious material content shall be 610 pounds per cubic yard of concrete. Fine aggregates shall not exceed 55 percent of the total aggregate volume. Aggregates from different sources and of different gradings shall not be stockpiled together.

(d) *Batching and Mixing.* Concrete shall be batched and mixed according to ASTM C 94.

(e) *Placing Concrete.* Forms shall be free of dirt, mortar, debris, and foreign substances before depositing the fresh concrete. Rust areas shall be cleaned to prevent rust staining of the finished products.

The concrete shall be consolidated with suitable mechanical vibrating equipment. Vibration time shall be of sufficient duration to accomplish adequate consolidation throughout the entire product, but shall not be prolonged to the point that segregation of the fresh concrete occurs.

The Contractor shall use the procedures listed in the QCP, to protect the freshly deposited concrete from rapid drying and surface moisture loss due to extreme ambient or climatic conditions.

Temperature limitations are as follows:

1. The temperature of the plastic concrete during placement operations shall not be lower than 50 °F.
2. Mixed concrete that has a temperature in excess of 90 °F shall not be placed.
3. Unless a suitable retarder is used the concrete shall be deposited in place within 90 minutes after batching; any load or portion of a load shall not be placed after the 90 minute limit.
4. Inner form temperature shall be within 40 °F of the fresh concrete temperature at time of concrete placement.
5. Minimum inner form temperature shall be 40 °F at the time of concrete placement.
6. Maximum inner form temperature shall be 130 °F at the time of concrete placement.

(f) *Finishing Fresh Concrete*. Open surfaces of fresh concrete shall be worked as little as possible to obtain the finish shown on the plans. Water shall not be added to the surfaces to ease finishing. Excessive water or laitance brought to the surface through vibration shall be removed before the surface is final finished. All hand finishing, required for precast members that have surfaces that become part of the final bridge deck surface, shall be performed in conformance with subsection 601.12(a).

Monomolecular film coatings or fogging systems, as approved by the QA Representative, may be used to retard evaporation during extreme ambient conditions. Application methods shall deposit a fine mist spray over the concrete surface. Streaming, puddling, or droplet application of coatings shall not be permitted. The concrete surfaces shall not be reworked after application of mist.

(g) *Concrete Testing*. The Contractor's QC section shall make representative cylinder test specimens for QC/QA testing. The Contractor shall forward test cylinders to the QA representative, for 28-day strength tests, and for shipping strength tests as required by subsection 618.15. Concrete tests shall be performed in accordance with the following requirements:

1. Test cylinder specimens shall be made in accordance with ASTM C 31. Vibration consolidation shall not

be allowed unless the slump is less than 1 inch. Specimens shall be cured as listed in the accepted QCP.

2. Cylinders shall be tested in accordance with ASTM C 39. The average strength of at least two test cylinders shall be greater than the minimum required strength. No individual strength test shall be more than 7 percent below the minimum required strength.
3. Cylinder test specimens shall be made to verify stress transfer strength and to verify 28-day design strength. If the products will be shipped prior to 28-day testing, additional test specimens shall be available to verify product strength prior to shipment.
4. Representative cylinders shall be molded for each 50 cubic yards or portion thereof, for each different concrete mix design used per day per product line.
5. Air Content, when specified, shall be determined in accordance with either ASTM C 173 or ASTM C 231. Air entrained mixes shall be tested a minimum of once per day to assure specified air entrainment.
7. Slump of fresh concrete shall be determined in accordance with ASTM C 143. The slump shall be tested whenever test cylinder sets are made.
8. Unit Weight of fresh concrete shall be determined in accordance with ASTM C 138. Unit weight shall be tested a minimum of once per day for each different concrete mix design used.
9. Temperature of fresh concrete shall be taken as needed, to assure compliance with the temperature requirements.

618.12 Curing.

(a) *Pretensioned and Combination Tensioned Members.* Members shall be uniformly cured from the time of concrete placement until at least two representative product test specimens achieve an average strength that meets or exceeds 0.7 f'_c, or the specified release strength, f'_{ci}, whichever is higher.

Where:

f'_c = 28 Day Compressive Strength of Concrete

f'_{ci} = Required Concrete Strength at Release of Prestress Force

Additional curing requirements shall be maintained until the above strength requirements are achieved, and are as follows:

1. Exposed concrete surfaces shall be kept moist from the time of concrete placement until the freshly finished concrete is covered with an enclosure that retains heat and moisture. After enclosure, moist curing shall be maintained at a minimum 70 percent relative humidity.

   The Contractor shall monitor the temperature and humidity conditions from the initial curing period through the end of the accelerated curing stage.
2. Temperature of the concrete shall be maintained above 50 °F.
3. The internal and surface temperature of the concrete shall not exceed 160 °F.
4. Concrete shall attain initial set prior to application of the accelerated curing cycle. If initial set was not determined in accordance with ASTM C 403, accelerated curing shall not be induced for 4 hours, or 6 hours if retarding admixtures are used.

   While waiting for the initial set period, low cycle heat may be applied to maintain the curing chamber temperature; however, the temperature rise shall not exceed 10 °F per hour during the waiting period.
5. The rise in temperature in the curing chamber during accelerated curing cycle shall not exceed 40 °F per hour.

(b) *Cast-in-Place Members.* The curing of cast-in-place members shall conform to the requirements of subsection 601.13. The concrete shall not be exposed to temperatures below freezing for six days after casting, or until it has reached the strength required for applying the prestressing force. The minimum strength of the concrete shall be at least, 3500 psi for post-tensioned members, or as given on the plans whichever is greater, before prestressing.

(c) *Other Precast Members.* Precast members that do not contain pretensioned steel shall meet curing requirements as follows:

1. Exposed surfaces of freshly finished concrete shall be covered with moisture retaining material, or shall be treated with a concrete curing compound approved by the QA representative.
2. Temperature of the concrete shall be maintained above 50 ° F from the time of concrete placement until the curing is complete.
3. Uniform curing shall continue until at least two representative product test specimens achieve an average strength that meets or exceeds 0.7 f'_c or the specified release strength f'_{ci}, whichever is higher.
4. The internal and surface temperature of the concrete shall not exceed 150 ° F.

618.13 Repairs of Pretensioned and Combination Tensioned Members. Repairable product defects discovered during QC or QA inspection, shall be corrected at the Contractor's expense prior to shipping. Damage incurred during handling, storage, shipment and erection shall be repaired or replaced at the Contractor's expense.

Defects shall be categorized as minor, structural, or rejectable. The QC section shall examine and record all defects. The QC section shall submit a written proposal for minor repairs to the QA Representative for review and acceptance prior to correcting the minor defects. The proposal shall also address the measures the Contractor will take to prevent recurring defects in future members. The QA Representative will approve, or reject, the finished repair work in writing.

Small production holes that are less than ½ inch in depth and less than 1 square inch in surface area, shall not be considered defects. Larger production holes shall be repaired according to the procedures listed in the QCP.

Structural and rejectable defects shall be examined by the Contractor's Engineer. A written proposal for repair of structural or rejectable defects shall be submitted to the QA Representative for review and acceptance prior to correcting any defects. The proposal shall include a detailed description and sketch of the defects, detailed repair procedures, description of repair materials, and the methods the Contractor will use to evaluate the finished repair work. The proposal shall also include the measures the Contractor will take to prevent recurring defects in future members.

Completed repairs shall be cured as needed to ensure soundness of the reworked area.

The defect categories and repair requirements are defined as follows:

(a) *Minor Defects*. Minor defects are those which do not affect the ability of the product to withstand service or construction loads. Minor defects include superficial discontinuities such as cracks; small spalls, voids and honeycombed areas; and defects that do not extend beyond the centerline of any reinforcing steel or into any elements of the tensioning system. Minor defects of other types may also be designated by the QA Representative.

Repair methods shall not affect the structural integrity of the product. The finished repair work shall meet the approval of the QA Representative and the Engineer.

(b) *Structural Defects*. Structural defects, as determined by the QA Representative or the Engineer, include defects which may impair the ability of the product to adequately withstand construction or service loads. Defects that extend beyond the centerline of any reinforcing steel or into any element of the tensioning system are classified as structural defects. Such defects also include cracks, spalls, honeycombed areas, voided areas, significant concrete breakage areas, cold joints, and segregated concrete areas. Structural defects of other types may also be designated by the QA Representative or the Engineer.

Repair methods shall adequately restore structural integrity of the product. When repairs have been completed, the Contractor's Engineer shall examine and analyze the product for construction and service load ability, and certify in writing that the repair work is structurally adequate. Evaluation and test data shall be submitted along with the written certification. The finished repair work, including aesthetic acceptability, shall meet the approval of the Engineer.

(c) *Rejectable Defects*. Rejectable defects or damages, as determined by the QA Representative or the Engineer, are those which impair the ability of the product to adequately withstand construction or service

loads, and which cannot be successfully repaired to structural and architectural acceptability. Structurally defective or rejected products shall not be incorporated into the work but shall be replaced with acceptable products supplied at the Contractor's expense.

Damaged and defective products will also be rejected by the QA Representative for the following reasons:

1. Failure by the Contractor's Engineer to approve and submit proposed repair procedures in writing before repair work begins.
2. Failure by the Contractor to execute the repair work according to QA approved procedures.
3. Failure by the Contractor to provide written certification of acceptable structural repair, along with submittal of evaluation and test data, if applicable.
4. Failure by the Contractor to correct recurring defects.
5. Determination by the QA Representative that the work, or materials used in the work, does not meet all contract requirements.

618.14 Other Fabrication Requirements for Pretensioned and Combination Tensioned Members.

(a) *Finishing Hardened Concrete Products.* Finished and repaired areas shall reasonably match the coloration and profile characteristics of the adjacent concrete. Loose concretious laitance shall be removed from the product before storage.

Each finished product shall clearly display legible identification markings that show the cast date, piece mark and unique sub-mark. The marking shall also identify the setup location where the product was cast.

Finishing operations shall also conform to the following requirements:

1. Excessive laitance and unsound rubble shall be removed from surfaces to be bonded.
2. Fins and irregular projections shall be removed from the formed surfaces.
3. Bulges or offsets on the formed surfaces greater than ¼ inch shall be smoothed by stoning, sawing, or grinding.
4. Dented and inset surfaces greater than 4 square inches in area and deeper than ½ inch shall require a written repair proposal before repair or finish work begins.
5. Patches in areas of exposed steel or prestressing strand shall be bonded with an approved bonding agent and patched with an approved non-shrink grout.
6. If liquid membrane curing compounds are used on the concrete surfaces which are to be bonded, they shall be removed by sandblasting, prior to shipping the product.

(b) *Product Dimensional Tolerances*. Tolerances for prestressed concrete products shall meet the unit tabulations listed in the PCI Manual MNL-116, unless otherwise stated in the Contract. The PCI tolerance figures and tabulations shall be specification requirements. Out-of-dimensional-tolerance variations shall be considered defects and shall be examined and evaluated by the Contractor's Engineer. The evaluation shall be submitted to the QA Representative in writing and shall contain written opinion of structural adequacy as determined by the Contractor's Engineer. The submittal shall meet the approval of the Engineer. Failure to submit the written evaluation and opinion will be cause for rejection.

The following work or products shall meet the specific PCI tolerance requirements described as follows, unless otherwise specified in the plans:

(1) Bulb-Tee Sections shall conform to Division VI, I-Beams.

(2) G-Series Sections shall conform to Division VI, I-Beams.

(3) Box Girders and U-Girders shall conform to Division VI, Box Beams.

(4) Deck Panels shall conform to the dimensional tolerances as listed in the PCI Special Report JR-343-88, Chapter 4, or the updated published edition thereof.

(c) *Handling, Storage, Shipment and Erection*. The Contractor shall handle the product in such a manner as to

prevent cracking or damage. Cracked or damaged products shall be inspected by the QC section and repaired in accordance with subsection 618.13, or replaced at the Contractor's expense.

Braces, trusses, chains, cables, or other metal devices used for handling, storing, shipping, or erecting shall be adequately padded at points in contact with the concrete, to prevent chipping of the finished product.

Beam sections shall be handled, stored, shipped and erected with supports and devices that maintain the product in an upright position. Deck panels shall be lifted as directed in the Contract unless alternative lifting methods are allowed by the Engineer. Lifting of more than one panel at a time shall not cause panel cracking. Methods for multiple lifting of panels shall be shown on the working or shop drawings. Panel products shall be stacked in such a manner that damage does not occur.

Pre-cast concrete members shall be erected to prevent damage to all elements of the structure and in a safe manner. Pre-cast concrete members to which the erection specification applies are those members that bear on the substructure of a bridge. The primary members such as beams and girders shall be temporarily anchored and braced as they are erected to preclude detrimental movement in any direction, and to prevent overturning and buckling. Struts, bracing, tie cables, and other devices used for temporary restraint shall be considered falsework and shall be designed to resist all loads imposed during each stage of construction until the deck concrete has attained the Field Compressive Strength shown in Table 601-1.

At least one week prior to the Pre-Erection Conference, the Contractor shall approve, sign and submit an Erection Plan to the Engineer for record purposes only. The Erection Plan shall be stamped “Approved for Construction” and signed by the Contractor. The Erection Plan will not be approved by the Engineer. If falsework is required, falsework drawings shall conform to and be submitted in accordance with subsection 601.11.

The Erection Plan and procedure shall provide complete details of the erection process with dimension tolerances including:

(1) Falsework, struts, bracing, tie cables and other devices, material properties and specifications for temporary works, bolt torque requirements prior to releasing girders from the cranes (if required), connection details and attachments to other structure components or objects;

(2) Procedure and sequence of operations, including a detailed schedule with completion times for work items that complies with the working hour limitations;

(3) Minimum load chart lift capacity, outrigger size and reactions for each crane;

(4) Assumed loads and girder weights, lift points, lifting devices, spreaders, and angle of lifting cables.

(5) Girder stresses at critical points along the girder length during progressive stages of erection shall be investigated to assure that the structural integrity and stability of the girders is maintained. Stresses at lift points induced as a result of lifting shall be investigated and adequate bracing provided as indicated by the analysis.

(6) Locations of cranes, trucks delivering girders, and the location of cranes and outriggers relative to other structures, including retaining walls, wingwalls and utilities.

(7) Drawings, notes, catalog data showing the manufacturer’s recommendations or performance tests, and calculations clearly showing the above listed details, assumptions, and dimensions.

(8) Contingency plans detailing what measures the Contractor will take in case of inclement weather (forecast or actual), equipment failure, delivery interruption, and slower than planned production.

A Pre-Erection Conference will be held at least one week prior to the beginning of erection. The Engineer, Contractor, erection subcontractor, and the Contractor’s Engineer shall attend the meeting. The erection subcontractor shall demonstrate his knowledge and familiarity of where the piece marks are located on the components to be erected, their orientation in the erected structure, and the shop drawing piece mark convention used by the girder fabricator at the Pre-Erection Conference. The girder fabricator shall either attend the meeting or participate in the conference, by way of speaker telephone. Participation is required during that portion in which the piece marks are discussed. The girder fabricator shall state whether the

erection subcontractor has demonstrated a correct understanding of the piece marks, and if not, correct any misunderstanding.

Additional Pre-Erection conferences may be required for subsequent phases of construction, or for phases that differ from the original construction plan, as directed by the Engineer. Additional conferences may also be requested by the Contractor, and approved by the Engineer.

The Contractor shall submit a final Erection Plan to the Engineer prior to girder erection for record purposes only. The Contractor's Engineer shall sign and seal (1), (5), and (7) listed above in the final Erection Plan. The final Erection Plan shall be stamped "Approved for Construction" and signed by the Contractor. The final Erection Plan will not be approved by the Engineer.

When a bridge spans traffic of any kind, except for construction traffic and the Contractor's employees, the Contractor's Engineer shall inspect and provide written approval of the erected girders prior to opening the area beneath the girders to traffic. For this specification, traffic is defined as the vehicles, railroad, pedestrians and watercraft moving along a route. The Contractor shall perform daily inspections of the erected girders and other permanent and temporary bridge elements until the deck concrete has attained the Field Compressive Strength. The Contractor's Engineer shall provide an inspection form to the Engineer and the Contractor that lists the items the Contractor will document during the daily inspection of the erected girders. The inspection form shall include inspection items specific to each bridge being constructed. The Contractor shall provide the Engineer and the Contractor's Engineer with written documentation of these inspections within 24 hours of each inspection.

All temporary struts, bracing, tie cables, other devices and extra material required shall be removed upon completion of the structure.

Falsework shall conform to subsection 601.11.

618.15 Product Shipping Strength for Pretensioned and Combination Tensioned Members. Products shall not be shipped before concrete strength meets or exceeds 0.95 f'_c, unless otherwise indicated on the plans. The average of at least two representative test specimens shall meet or exceed 0.95 f'_c. No individual specimen strength shall be more than 7 percent below 0.95 f'_c. The shipping strength test specimens shall be cured in the same environment as the actual product until the time of testing. The QC section shall test the specimens for actual shipping strength. The QA Representative may independently verify any shipping strength tests.

The Contractor may elect to take concrete cores from the actual product in lieu of curing cylinder test specimens with the product. If the Contractor chooses this test option, the QC Manager shall submit written request to the QA Representative. Core extraction shall not begin until the request has been accepted in writing by the QA Representative. The written request shall include the proposed location and time schedule for core extraction and testing.

The cores shall be delivered in a wrapped and moist condition to the certified test laboratory as listed in the QCP. The QA Representative may witness any or all stages of the core testing operations. The test laboratory shall provide a copy of the formal test report to the QA Representative.

The Contractor shall bear all expenses associated with the optional core testing requirements. Sampling and testing of the concrete core specimens shall conform to ASTM C 42 with the following addenda:

(1) Samples may be removed at any age at the Contractor's sole risk of damage.

(2) Test cores shall not contain embedded reinforcement.

(3) A minimum of three core samples shall be taken from the product casting in question. Three specimens shall be tested for compressive strength. The average compressive strength of the three tests shall meet or exceed product f(c). If the compressive test result of any specimen differs from the average strength by more than 15 percent, those results shall be disregarded, and the compressive strength shall be determined from at least two remaining valid test results.

(4) If end capping of test specimens is necessary, the capping shall be done with sulfur mortar in accordance with ASTM C 617. Specimens shall be kept moist until end capping preparation begins.

Ends shall be trimmed or prepped as required, wiped with absorbent cloth and air-dried or fan-dried to prepare for end capping. The drying period shall not exceed 20 minutes before capping is completed.

Specimens shall be air-dried for 10 to 20 minutes after capping, then wrapped with a double layer of wet, thick cloth or burlap. Compressive testing shall not be started for at least one hour after wet-wrapping. The wrapped specimens shall be kept moist until compressive testing begins.

The Contractor shall submit a written repair proposal to the QA Representative for patching the core holes. Repair work shall not begin until the proposal is accepted in writing by the Engineer.

METHOD OF MEASUREMENT

618.16 Prestressed units will be measured by one of the following methods as indicated in the Contract.

(1) Prestressed girders will be measured by the linear foot from end to end or by the square foot, based on the plan length multiplied by the plan width, whichever is specified on the plans.

(2) Prestressed concrete box girders and prestressed concrete slabs will be measured by the square foot based on the plan length multiplied by the plan width.

(3) When measured by component materials, concrete and reinforcing steel will be measured and paid for in accordance with Sections 601 and 602 respectively.

The quantities of prestressing steel will not be measured but shall be the quantities shown on the plans, completed and accepted. MKFT equals the jacking force, in thousands of KIPS, times the length in feet.

Precast panel deck forms that are required by the plans will be measured by the square foot. The quantity will not be remeasured, but will be the quantity shown on the plans, except when a plan change is ordered or when it is determined that there are discrepancies in an amount of plus or minus two percent of the plan quantity.

BASIS OF PAYMENT

618.17 The accepted quantities of prestressed units and prestressing steel will be paid for at the contract unit price per unit of measurement for each of the pay items listed below that is included in the bid schedule. Precast panel deck forms required by the plans will be paid for at the contract unit price for the area shown on the plans.

Payment will be made under:

Pay Item	Pay Unit
Prestressing Steel Bar	Pound or MKFT
Prestressing Steel Strand	Pound or MKFT
Prestressed Concrete ___ (___)	Linear Foot or Square Foot
Prestressed Concrete Box (___)	Square Foot
Prestressed Concrete Slab (Depth _____)	Square Foot

Payment will be full compensation for all work necessary to complete the designated pay item.

Prestressing steel bar and prestressing steel strand shall include but not be limited to all anchorage devices, prestressing steel, ducts, grout, and miscellaneous hardware. Elastomeric leveling pads, and galvanized steel diaphragms and connectors will not be paid for separately, but shall be included in the work. Concrete and reinforcing steel not shown on the plans but required by the Contractor's alternative will not be paid for separately but shall be included in the work. All required testing will not be paid separately but shall be included in the work.

Concrete quantities will not be reduced for the volume occupied by the ducts, prestressing steel, anchorages, blockouts for tensioning, etc., and will not include web flares, projections, warts, etc., required to accommodate the prestressing system used.

All costs associated with the preparation and implementation of the Erection Plan will not be paid for separately, but shall be included in the work.

Concrete, reinforcing steel, and prestressing steel for permanent steel bridge deck forms will not be measured and paid for separately, but shall be included in the work.

REVISION OF SECTIONS 627 AND 708
PAVEMENT MARKING PAINT

Sections 627 and 708 of the Standard Specifications are hereby revised for this project as follows:

In subsection 627.04, delete the first paragraph and replace with the following:

627.04 Pavement Marking with Waterborne, Low Volatile Organic Compound (VOC) Solvent Base, and High Build Acrylic Waterborne Paint (High Build). Striping shall be applied when the air and pavement temperatures are no less than 45 °F for waterborne and high-build paint, and no less than 40 °F for low VOC solvent base paint on asphalt or portland cement concrete pavements. The pavement surface shall be dry and clean. Surface cleaning shall be required when there is deicing material on the road. Weather conditions shall be conducive to satisfactory results.

In subsection 627.04 delete the table and replace it with the following

	Description	**Paint**		
		Waterborne	Low VOC	High Build
Alignment	Lateral Deviation	2.0 inch per 200 foot Max		
Coverage Rate	Sq. Ft. per Gallon	90-100	90-100	67-73
Thickness	Mil	16-18	16-18	22-24
Width	Inches	Per Plans +/- 0.25		
Dry Time	Minutes	5-10	5-10	5-10
Beads	Application Rate, lbs/gal	7-8		9-10

Subsection 627.13 shall include the following:

Pay Item	**Pay Unit**
Pavement Marking Paint (High Build)	Gallon

Delete subsection 708.05 and replace with the following:

708.05 Pavement Marking Materials. Except for pavement marking paint, pavement marking materials shall be selected from the Department's Approved Products List (APL). Prior to start of work, a Certified Test Report (CTR) for all pavement marking materials shall be submitted in accordance with subsection 106.13.

For white paint, the color after drying shall be a flat-white, free from tint, and shall provide the maximum amount of opacity and visibility under both daylight and artificial light. For yellow paint, the Federal Standard 595B shall be used to designate colors and the ASTM E308 shall be used to quantitatively define colors. After drying, the yellow paint shall visually match Federal Standard 595B color chip number 33538, and shall be within 6 percent of central color, PR-1 Chart, where x = 0.5007 and y = 0.4555 (The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard Illuminant D65.)

(a) *Low VOC Solvent Base Paint*. Low VOC Paint shall be ready mixed, and shall be capable of being applied to Asphalt or Portland Cement Concrete Pavements.

(b) *Acrylic Waterborne Paint*. Acrylic waterborne paint shall be a lead-free, 100 percent Acrylic resin polymer waterborne *product*. The finished product shall maintain its consistency during application at temperatures compatible with conventional equipment.

(c) *High Build Acrylic Waterborne Paint.* High build acrylic waterborne paint binder (nonvolatile portion of vehicle) shall be 100 percent HD 21 acrylic cross linking polymer, by weight, as determined by infrared analysis or other chemical analysis available to the Department.

Waterborne and High Build Acrylic Waterborne paint shall meet the following requirements:

Performance Requirements: The paint shall be water resistant and shall show no softening or blistering.

Table 708-1
WATERBORNE AND HIGH BUILD ACRYLIC WATERBORNE PAINT

Property	**White**	**Yellow**	**Test Method**
Nonvolatile portion of vehicle (white and yellow), %	43.0	43.0	ASTM D 2205
Pigment Composition			
Percent by weight♦	60.0	60.0	ASTM D 4451 ASTM D 3723
Paint			
Titanium Dioxide Content, lb/gal	1.0	0.2	ASTM D 5381
Properties of the Finished Paint			
Total Non-volatiles, (solids) % by weight	77.0	77.0	FTMS 141C - Method 4053.1, ASTM D 2369, or ASTM D 4758
Density, lbs/gal ■	14.0-14.6	14.0-14.6	ASTM D 2205
Consistency (Viscosity) White and Yellow, Krebs-Stormer Units	85-95	85-95	ASTM D 562
Freeze Thaw Stability	Shall complete 5 or more test cycles successfully		ASTM D 2243
Fineness of Grind, Cleanliness Rating B, minimum	3	3	ASTM D 1210
Scrub Resistance	800	800	ASTM D2486
Directional Reflectance: [5 mil Wet Film]	90	50	ASTM E 1347
Dry Opacity (Contrast Ratio): [5 mil Wet Film]	0.95	0.95	ASTM D 2805

♦Percent by weight shall include percent of organic yellow pigment.
■Density shall not vary more than 0.3 lbs. /gal between batches.

January 31, 2013

REVISION OF SECTION 630
SIGNS AND BARRICADES

Section 630 of the Standard Specifications is hereby revised for this project as follows:

In subsection 630.02, delete the second paragraph, and replace with the following:

Temporary sign support assembly shall be timber, perforated square metal tubing inserted into a larger base post or slip base or perforated metal U-channel with a slip base. The temporary sign support assembly shall conform to NCHRP and AASHTO requirements regarding temporary sign supports during construction.

Subsection 630.02 shall include the following:

If a timber post is selected, it shall conform to the requirements of subsection 614.02.

REVISION OF SECTION 703
AGGREGATE FOR BASES

Section 703 of the Standard Specifications is hereby revised for this project as follows:

In subsection 703.03, first paragraph, delete the first sentence and replace with the following:

Aggregates for bases other than Aggregate Base Coarse (RAP) shall be crushed stone, crushed slag, crushed gravel, natural gravel, crushed reclaimed concrete or crushed reclaimed asphalt pavement (RAP). All materials except Aggregate Base Course (RAP) shall conform to the quality requirements of AASHTO M 147 except that the requirements for the ratio of minus 75 µm (No. 200) sieve fraction to the minus 425 µm (No. 40) sieve fraction, stated in 3.2.2 of AASHTO M 147, shall not apply.

The requirements for the Los Angeles wear test (AASHTO T 96 & ASTM C535) shall not apply to Class 1, 2, and 3. Aggregates for bases shall meet the grading requirements of Table 703-3 for the class specified for the project, unless otherwise specified.

REVISION OF SECTION 703
AGGREGATES FOR HOT MIX ASPHALT

Section 703 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 703.04 and replace with the following:

703.04 Aggregates for Hot Mix Asphalt. Aggregates for hot mix asphalt (HMA) shall be of uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, natural gravel, or crushed slag. Excess of fine material shall be wasted before crushing. A percentage of the aggregate retained on the 4.75 mm (No. 4) sieve for Gradings S, SX and SG— and on the 2.36 mm (No. 8) sieve for Gradings SF and ST—shall have at least two mechanically induced fractured faces when tested in accordance with Colorado Procedure 45. This percentage will be specified in Table 403-1, as revised for the project in Section 403. The angularity of the fine aggregate shall be a minimum of 45.0 percent when determined according to AASHTO T 304. Grading SF mixes, when determined by RME, may not require fine aggregate angularity of 45.0 percent. Aggregate samples representing each aggregate stockpile shall be non-plastic if the percent of aggregate passing the 2.36 mm (No. 8) sieve is greater than or equal to 10 percent by weight of the individual aggregate sample. Plasticity will be determined in accordance with AASHTO T 90. The material shall not contain clay balls, vegetable matter, or other deleterious substances.

The aggregate for Gradings ST, S, SX and SG shall have a percentage of wear of 45 or less when tested in accordance with AASHTO T 96.

Table 703-4
MASTER RANGE TABLE FOR HOT MIX ASPHALT

Sieve Size	Percent by Weight Passing Square Mesh Sieves				
	Grading SF**	**Grading ST**	**Grading SX**	**Grading S**	**Grading SG**
37.5 mm (1½″)					100
25.0 mm (1″)				100	90 – 100
19.0 mm (¾″)			100	90 – 100	
12.5 mm (½″)		100	90 – 100	*	*
9.5 mm (⅜″)	100	90 – 100	*	*	*
4.75 mm (#4)	90 – 100	*	*	*	*
2.36 mm (#8)	*	28 – 58	28 – 58	23 – 49	19 – 45
1.18 mm (#16)	30 – 54				
600 μm (#30)	*	*	*	*	*
300 μm (#50)					
150 μm (#100)					
75 μm (#200)	2 – 12	2 – 10	2 – 10	2 – 8	1 – 7

* These additional Form 43 Specification Screens will initially be established using values from the As Used Gradation shown on the Design Mix.
**SF applications are limited and the CDOT Pavement Design Manual should be referenced, prior to use.

Aggregates for stone matrix asphalt (SMA) shall be of uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, or crushed slag. A minimum of 90 percent of the particles retained on the 4.75 mm (No. 4) sieve shall have at least two mechanically induced fractured faces when tested in accordance with Colorado Procedure 45. The particles passing the 4.75 mm (No. 4) sieve shall be the product of crushing rock larger than 12.5 mm (½ inch) and shall be non-plastic when tested in accordance with AASHTO T 90.

Additionally, each source of aggregate for SMA shall meet the following requirements:

(1) No more than 30 percent when tested in accordance with AASHTO T 96 Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

(2) No more than 12 percent when tested in accordance with AASHTO T 104 Soundness of Aggregate by Use of Sodium Sulfate.

The aggregate for Hot Mix Asphalt (HMA) shall meet the requirements of Table 703-4A when tested in accordance with CP-L 4211 Resistance of Coarse Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus. The Contractor shall be assessed a price reduction of $1000 for each production sample of the combined aggregate with a value greater than 20 according to CP-L 4211.

Table 703-4A
AGGREGATE DEGRADATION BY ABRASION
IN THE MICRO-DEVAL CP-L 4211

	Not to exceed
Combined Aggregate (Mix Design)	18
Combined Aggregate (1/10,000 tons, or fraction thereof during production)	20

July 28, 2011

REVISION OF SECTION 703
CONCRETE AGGREGATES

Section 703 of the Standard Specifications is hereby revised for this project as follows:

Delete the second paragraph of subsection 703.00 and Table 703-1.

Delete subsections 703.01 and 703.02 and replace with the following:

703.01 Fine Aggregate for Concrete. Fine aggregate for concrete shall conform to the requirements of AASHTO M 6, Class A. The minimum sand equivalent, as tested in accordance with Colorado Procedure 37 shall be 80 unless otherwise specified. The fineness modulus, as determined by AASHTO T 27, shall not be less than 2.50 or greater than 3.50 unless otherwise approved.

703.02 Coarse Aggregate for Concrete. Coarse aggregate for concrete shall conform to the requirements of AASHTO M 80, Class A aggregates, except that the percentage of wear shall not exceed 45 when tested in accordance with AASHTO T 96.

February 3, 2011

REVISION OF SECTION 712
WATER FOR MIXING OR CURING CONCRETE

Section 712 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 712.01 and replace it with the following:

712.01 Water. Water used in mixing or curing concrete shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetation, or other substance injurious to the finished product. Concrete mixing water shall meet the requirements of ASTM C1602. The Contractor shall perform and submit tests to the Engineer at the frequencies listed in ASTM C1602. Potable water may be used without testing. Where the source of water is relatively shallow, the intake shall be so enclosed as to exclude silt, mud, grass, and other foreign materials.

REVISION OF SECTION 712
GEOTEXTILES

Section 712 of the Standard Specifications is hereby revised for this project as follows:

In subsection 712.08, delete the third and fourth paragraphs and replace with the following:

Physical requirements for all geotextiles shall conform to the requirements of AASHTO M-288. Materials shall be selected from the New York Department of Transportation's Approved Products List of Geosynthetic materials that meet the National Transportation Product Evaluation Program (NTPEP) and AASHTO M-288 testing requirements. The current list of products that meet these requirements is located at:

www.dot.ny.gov

The Geotextile Approved Products List may be accessed by clicking on the following tabs once on the NYDOT site to:

(1) A To Z Site Index
(2) Approved List
(3) Approved Products
(4) Materials and Equipment
(5) Geosynthetics for Highway Construction
(6) Geotextiles

In subsection 712.08, delete Table 712-2 and replace with the following

Table 712-2
TYPICAL VALUES OF PERMEABILITY COEFFICIENTS[1]

Turbulent Flow	Particle Size Range Millimeters (inches)		Effective Size	Permeability Coefficient k cm/s
	D max	D min	D 20 mm (inches)	
Derrick STONE	3000 (120)	900 (36)	1200 (48)	100
One-man STONE	300 (12)	100 (4)	150 (6)	30
Clean, fine to coarse GRAVEL	80 (3)	10 (¼)	13 (½)	10
Fine, uniform GRAVEL	8 (⅜)	1.5 ($^1/_{16}$)	3 (⅛)	5
Very coarse, clean, uniform SAND	3 (⅛)	0.8 ($^1/_{32}$)	1.5 ($^1/_{16}$)	3
Laminar Flow				
Uniform, coarse SAND	2 (⅛)	0.5 ($^1/_{64}$)	0.6	0.4
Uniform, medium SAND	0.5	0.25	0.3	0.1
Clean, well-graded SAND & GRAVEL	10	0.05	0.1	0.01
Uniform, fine SAND	0.25	0.05	0.06	40×10^{-4}
Well-graded, silty SAND & GRAVEL	5	0.01	0.02	4×10^{-4}
Silty SAND	2	0.005	0.01	1.0×10^{-4}
Uniform SILT	0.05	0.005	0.006	0.5×10^{-4}
Sandy CLAY	1.0	0.001	0.002	0.05×10^{-4}
Silty CLAY	0.05	0.001	0.0015	0.01×10^{-4}
CLAY (30% to 50% clay sizes)	0.05	0.0005	0.0008	0.001×10^{-4}
Colloidal CLAY (-2 μm 50%)	0.01	10	40	10^{-9}

[1] Basic Soils Engineering, R.K. Hough, 2nd Edition, Ronald Pess Co.; 1969, Page 76.

Note: Since the permeability coefficient of the soil will be unknown in most non-critical, non-severe applications for erosion control and drainage, the soil-permeability coefficients listed in Table 712-2 may be used as a guide for comparing the permeability coefficient of the fabric with that of the in-place soil

REVISION OF SECTION 713
EPOXY PAVEMENT MARKING

Section 713 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 713.17 and replace with the following:

713.17 Epoxy Pavement Marking Material. Only epoxy pavement marking material that is on the Department's Approved Products List may be used. Batches or lots of approved products will be accepted on the project by certified test report (CTR). The CTR shall confirm that the material meets all CDOT requirements and is the same material that was preapproved in the product evaluation process.

(a) *Formulation.* Epoxy pavement marking material shall be a two component, 100 percent solids, material formulated to provide simple volumetric mixing ratio of two volumes of component A and one volume of component B unless otherwise recommended by the material manufacturer.

(b) *Composition.* The component A of both white and yellow shall be within the following limits:

Resin / Pigment Components (% by Weight)

Pigment	WHITE:	YELLOW:
TiO_2, ASTM D476, Type II	18-25	10-17
Organic Yellow		6-10
Epoxy Resin	75-82	73-84

The pigment for yellow epoxy shall contain no lead or other material such that the cured epoxy could be considered a hazardous waste under EPA or CDPHE regulations. The Contractor shall submit to the Engineer a manufacturer's certification of compliance with this requirement.

(c) *Epoxide Number.* The epoxy number of the epoxy resin shall be the manufacturers target value ± 50 as determined by ASTM D 1652 for white and yellow component A on pigment free basis.

(d) *Amine Number.* The amine number on the curing agent (component B) shall be the manufacturers target value ± 50 per ASTM D 2071.

(e) *Toxicity.* Upon heating to application temperature, the material shall not produce fumes which are toxic or injurious to persons or property.

(f) *Color.* The epoxy material, without drop-on beads, shall visually match the color chips that visually correspond to the Federal Standard Number 595B for the following colors:

White - Federal Standard No. 595B-17925.

Yellow - Federal Standard No. 595B-13538.

The mixed epoxy compound, both white and yellow, when applied to 3 inch x 6 inch aluminum panels at 20 ± 1 mil of thickness with no glass beads and exposed in the Q-panel Ultraviolet (QUV) Environmental Testing Chamber as described in ASTM G 154, shall conform to the following minimum requirements. The test shall be conducted for 72 hours at 122º F, 4 hours humidity, and 4 hours U.V., in alternating cycles. The color of the coatings shall be within ± 5 units of the Federal Standards shown above.

(g) *Yellowness Index.* The Yellowness Index shall be tested in accordance with ASTM E-313. The prepared Q-panels shall be cured at 77° F for 72 hours prior to exposure. Immediately after this, the yellow index reading QUV at XYZ C/2° shall be measured. QUV testing shall begin after this initial measurement and shall conform to ASTM G-53. The QUV prior to testing shall not exceed 8.0. The QUV after 72-hour testing shall not exceed 20.0. The QUV after 500-hour testing shall not exceed 35.0

(h) *Drying Time.* The epoxy pavement marking material shall have a setting time to a no-tracking condition of not more than 25 minutes at a temperature of 73° F and above.

(i) *Curing.* The epoxy material shall be capable of fully curing under the constant surface temperature condition of 35° F and above.

.

(j) *Adhesion to Concrete.* The catalyzed epoxy pavement marking material, when tested according to ACI Method 503, shall *have* such a high degree of adhesion to the specified (4000 psi minimum) concrete surface that there shall be a 100 percent concrete failure in the performance of this test

(k) *Hardness.* The epoxy pavement marking materials, when tested according to ASTM D 2240, shall have a minimum Shore D Hardness value of 80. Samples shall be allowed to cure at room temperature, 75 ± 2 °F for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated test.

(l) *Abrasion Resistance.* The abrasion resistance shall be evaluated on Taber Abrader with a 1000 gram load and CS-17 wheels. The duration of the test shall be 1000 cycles. The wear index shall be calculated based on ASTM test method C-501 and the wear index for the catalyzed material shall not be more than 80. The tests shall be run on cured samples of material which have been applied at film thickness of 15 ± ½ mils to code S-16 stainless steel plates. The samples shall be allowed to cure at 75 ± 2 °F for a minimum of 72 hours prior to performing the indicated tests.

(m) *Tensile Strength.* When tested according to ASTM D 638, the epoxy pavement marking materials shall have a tensile strength of not less than 6000 psi. The Type IV Specimens shall be cast in a suitable mold and pulled at the rate of ¼ inch per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at room temperature (75 ± 2 °F) for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated tests.

(n) *Compressive Strength.* When tested according to ASTM D 695, the catalyzed epoxy pavement marking materials shall have a compressive strength of not less than 12,000 psi. The cast sample shall be conditioned at room temperature, 75 ± 2 °F, for a minimum of 72 hours and a maximum of 168 hours prior to performing the tests. The rate of compression of these samples shall be no more than ¼ inch per minute.

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals and Timetable for Minority Utilization

Timetable - Until Further Notice			
Economic Area	**Standard Metropolitan Statistical Area (SMSA)**	**Counties Involved**	**Goal**
157 (Denver)	2080 Denver-Boulder	Adams, Arapahoe, Boulder, Denver, Douglas, Gilpin, Jefferson.....	13.8%
	2670 Fort Collins	Larimer.....	6.9%
	3060 Greeley	Weld.....	13.1%
	Non SMSA Counties	Cheyenne, Clear Creek, Elbert, Grand, Kit Carson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington & Yuma.....	12.8%
158 (Colo. Spgs. - Pueblo)	1720 Colorado Springs	El Paso, Teller.....	10.9%
	6560 Pueblo	Pueblo.....	27.5%
	Non SMSA Counties	Alamosa, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache.....	19.0%
159 (Grand Junction)	Non SMSA	Archuleta, Delta, Dolores, Eagle, Garfield, Gunnison, Hinsdale, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	10.2%
156 (Cheyenne - Casper WY)	Non SMSA	Jackson County, Colorado.....	7.5%
GOALS AND TIMETABLES FOR FEMALE UTILIZATION Until Further Notice.....6.9% -- Statewide			

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting form this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Par 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this specification, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these Specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes;

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following;

   a. Ensure and maintain a working environment free of harassment, intimidation , and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when he Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and Contractor's activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligation.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thought the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13 The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. *General.*

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.

   b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. *Equal Employment Opportunity Policy*. The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

   It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. 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, preapprenticeship, and/or on-the-job training.

3. *Equal Employment Opportunity Officer*. The Contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein after referred to as the EEO Officer) who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. *Dissemination of Policy*.

   a. 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 equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum;

      (1) 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 equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. *Recruitment*.

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The 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 minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

`6. *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, or national origin. 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 Contract will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

7. *Training and Promotion*.

a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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 minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. *Unions*. If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or thorough a contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

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 State highway department and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within he 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 or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 State highway agency.

9. *Subcontracting*.

a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. *Records and Reports.*

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:

(1) The number of minority and nonminority group members and women employed in each work classification on the project.

(2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140016 applies to the following counties: Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, and Park counties.				

General Decision No. CO140016

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	ELECTRICIAN (Traffic Signalization Only):			
1000	Clear Creek	26.42	4.75% + 8.68	
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1001	Smaller than Watson 2500 and similar	24.27	8.62	
1002	Watson 2500 similar or larger	24.57	8.62	
	Crane (50 tons and under)			
1003	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	24.42	8.62	
	Crane (51 - 90 tons)			
1004	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	24.57	8.62	
	Crane (91 - 140 tons)			
1005	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	24.72	8.62	
1006	**Scraper**			
1007	Single bowl under 40 cubic yards	24.42	8.62	
1008	40 cubic yards and over	24.57	8.62	

General Decision No. CO140016 **The wage and fringe benefits listed below do not reflect collectively bargained rates.**				
	CARPENTER:			
	Excludes Form Work			
1009	Adams	16.61	3.88	
1010	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	19.27	5.08	
	Form Work Only			
1011	Adams	16.78	3.57	
1012	Broomfield, Clear Creek, Elbert, Gilpin	19.11	5.46	
1013	Jefferson	16.88	3.81	
1014	Park	17.28	5.38	
	CEMENT MASON/CONCRETE FINISHER:			
1015	Adams	16.05	3.00	
1016	Arapahoe	18.70	3.85	
1017	Broomfield, Clear Creek, Elbert, Gilpin	18.37	3.00	
1018	Jefferson	18.02	3.42	
1019	Park	17.09	2.85	
	ELECTRICIAN:			
	Excludes Traffic Signal Installation			
1020	Adams	31.00	14.01	
1021	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	35.13	6.83	
	Traffic Signalization Electrician			
1022	Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	27.25	7.10	
1023	Jefferson	26.78	5.44	
	Traffic Signalization Groundsman			
1024	Adams	13.96	2.80	
1025	Arapahoe, Broomfield, Elbert, Gilpin, Park	15.24	3.81	
1026	Clear Creek	15.70	2.14	
1027	Jefferson	15.19	4.72	

General Decision No. CO140016

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1028	**FENCE ERECTOR**	13.02	3.20	
1029	**FORM WORKER** – Arapahoe	15.30	3.90	
	GUARDRAIL INSTALLER:			
1030	Adams	12.89	3.45	
1031	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	12.89	3.20	
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1032	Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	12.62	3.21	
1033	Jefferson	14.21	3.21	
	IRONWORKER:			
	Reinforcing			
1034	Adams	22.14	0.77	
1035	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson	16.69	5.45	
1036	Park	19.98	2.89	
1037	Structural	18.22	6.01	
	LABORER:			
	Asphalt Raker			
1038	Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson	16.29	4.25	
1039	Park	17.41	1.86	
1040	Asphalt Shoveler	21.21	4.25	
1041	Asphalt Spreader	18.58	4.65	
	Common or General			
1042	Adams	16.29	4.25	
1043	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	16.67	4.27	
1044	Jefferson	16.51	4.27	
1045	Park	15.64	2.46	

General Decision No. CO140016

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	Concrete Saw (Hand Held)			
1046	Adams	16.29	5.20	
1047	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	16.29	6.14	
	Landscape and Irrigation			
1048	Adams, Arapahoe, Broomfield, Elbert, Gilpin, Jefferson, Park	12.26	3.16	
1049	Clear Creek	14.98	3.16	
	Mason Tender - Cement/Concrete			
1050	Adams	17.71	2.83	
1051	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	16.96	4.04	
1052	Jefferson	16.29	4.25	
1053	Park	15.08	3.10	
1054	Pipelayer	13.55	2.41	
	Traffic Control (Flagger)			
1055	Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin	9.55	3.05	
1056	Jefferson	9.73	3.05	
1057	Park	9.42	3.21	
	Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags)			
1058	Adams, Arapahoe, Broomfield, Elbert, Gilpin, Jefferson	12.43	3.22	
1059	Clear Creek	13.14	3.20	
1060	Park	12.76	3.20	
1061	**PAINTER (Spray Only)**	16.99	2.87	

General Decision No. CO140016

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:			
	Asphalt Laydown			
1062	Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson	22.67	8.75	
1063	Park	22.67	8.72	
1064	Asphalt Paver	24.97	6.13	
	Asphalt Roller			
1065	Adams	24.20	7.70	
1066	Arapahoe	22.68	8.72	
1067	Broomfield, Clear Creek, Elbert, Gilpin	23.41	7.67	
1068	Jefferson	22.84	7.69	
1069	Park	22.84	8.72	
	Asphalt Spreader			
1070	Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	22.67	8.67	
1071	Jefferson	23.34	8.06	
1072	**Backhoe/Trackhoe**			
1073	Adams	20.31	4.24	
1074	Arapahoe	24.59	6.24	
1075	Broomfield, Clear Creek, Elbert, Gilpin	22.19	6.48	
1076	Jefferson	21.99	5.60	
1077	Park	20.81	6.58	

General Decision No. CO140016

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):			
	Bobcat/Skid Loader			
1078	Adams, Broomfield, Clear Creek, Elbert, Gilpin	15.37	4.28	
1079	Arapahoe	18.23	4.28	
1080	Jefferson	16.85	4.28	
1081	Park	22.46	0.00	
1082	Boom	22.67	8.72	
	Broom/Sweeper			
1083	Adams, Broomfield, Clear Creek, Elbert, Gilpin, Park	22.70	8.07	
1084	Arapahoe	22.67	8.73	
1085	Jefferson	22.18	8.36	
	Bulldozer			
1086	Adams	25.20	6.72	
1087	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	26.90	5.59	
1088	Concrete Pump	21.60	5.21	
	Crane			
1089	Adams, Park	22.82	8.72	
1090	Jefferson	23.55	6.68	
	Drill			
1091	Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	20.48	4.71	
1092	Jefferson	20.65	5.74	
1093	Forklift	15.91	4.68	

General Decision No. CO140016

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):			
	Grader/Blade			
1094	Adams	23.94	8.23	
1095	Arapahoe	22.67	8.72	
1096	Broomfield, Clear Creek, Elbert, Gilpin, Park	23.90	7.93	
1097	Jefferson	23.28	7.73	
1098	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1099	Adams	23.09	8.72	
1100	Arapahoe	26.80	4.84	
1101	Broomfield, Clear Creek, Elbert, Gilpin	23.20	8.33	
1102	Jefferson	23.06	7.76	
1103	Park	22.67	8.72	
	Mechanic			
1104	Adams	22.82	8.72	
1105	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	24.04	7.35	
1106	Jefferson	23.56	8.72	
	Oiler			
1107	Adams, Jefferson	21.97	8.72	
1108	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	23.73	8.41	
	Roller/Compactor (Dirt and Grade Compaction)			
1109	Adams	16.70	3.30	
1110	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson	20.30	5.51	
1111	Park	16.52	3.13	
1112	Rotomill	16.22	4.41	

General Decision No. CO140016

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):			
	Screed			
1113	Adams	27.89	3.50	
1114	Arapahoe	22.67	8.72	
1115	Broomfield, Clear Creek, Elbert, Gilpin	24.67	6.02	
1116	Jefferson	22.64	8.43	
1117	Park	20.36	3.04	
1118	Tractor	13.13	2.95	
	TRUCK DRIVER:			
	Distributor			
1119	Adams	15.80	5.27	
1120	Arapahoe	19.62	5.27	
1812	Broomfield, Clear Creek, Elbert, Gilpin, Park	18.19	5.27	
1121	Jefferson	19.46	6.04	
	Dump Truck			
1122	Adams	16.68	5.27	
1123	Arapahoe	18.94	5.27	
1124	Broomfield, Clear Creek, Elbert, Gilpin	16.47	5.27	
1125	Jefferson	16.97	4.78	
1126	Park	15.40	3.21	
	Lowboy Truck			
1127	Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	17.25	5.27	
1128	Jefferson	19.80	6.42	
1129	Mechanic	26.48	3.50	
	Multi-Purpose Speciality and Hoisting Truck			
1130	Adams, Broomfield, Clear Creek, Elbert, Gilpin, Park	17.49	3.17	
1131	Arapahoe	15.79	2.48	
1132	Jefferson	15.13	3.89	

General Decision No. CO140016 **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.):			
	Semi/Trailer Truck (Includes Pickup and Pilot Car)			
1133	Adams, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park	18.39	4.13	
1134	Arapahoe	16.00	2.60	
	Single Axle (Includes Pickup and Pilot Car)			
1135	Adams, Jefferson	13.93	3.68	
1136	Arapahoe	15.10	3.77	
1137	Broomfield, Clear Creek, Elbert, Gilpin, Park	14.74	3.68	
1138	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1139	Adams	17.50	5.19	
1140	Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park	19.36	4.07	
1141	Jefferson	17.57	5.27	

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

==========

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. CO140016

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140017 applies to the following counties: Boulder county.				

General Decision No. CO140017

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1142	Smaller than Watson 2500 and similar	24.27	8.62	
1143	Watson 2500 similar or larger	24.57	8.62	
	Crane			
1144	50 tons and under	24.42	8.62	
1145	51 - 90 tons	24.57	8.62	
1146	91 - 140 tons	24.72	8.62	
	Scraper			
1147	Single bowl under 40 cubic yards	24.42	8.62	
1148	40 cubic yards and over	24.57	8.62	
	CARPENTER:			
1149	Excludes Form Work	16.61	3.88	
1150	Form Work Only	17.06	3.90	
1151	**CEMENT MASON/CONCRETE FINISHER**	17.39	3.00	
1152	**ELECTRICIAN**	33.39	7.64	
1153	**FENCE ERECTOR**	15.96	3.46	
1154	**GUARDRAIL INSTALLER**	16.21	3.63	
1155	**HIGHWAY/PARKING LOT STRIPING:**			
1156	Painter	12.62	3.21	

General Decision No. CO140017

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	IRONWORKER:			
1157	Reinforcing (Excludes Guardrail Installation)	16.69	5.45	
1158	Structural (Excludes Guardrail Installation)	18.22	6.01	
	LABORER:			
1159	Asphalt Raker	16.29	4.25	
1160	Asphalt Shoveler	21.21	4.25	
1161	Asphalt Spreader	18.58	4.65	
1162	Common or General	16.29	4.25	
1163	Concrete Saw (Hand Held)	16.29	6.14	
1164	Landscape and Irrigation	12.26	3.16	
1165	Mason Tender - Cement/Concrete	16.29	4.25	
1166	Pipelayer	16.74	1.89	
1167	Traffic Control (Flagger)	9.55	3.05	
1168	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1169	**PAINTER (Spray Only)**	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
1170	Asphalt Laydown	22.67	8.25	
1171	Asphalt Paver	24.19	6.58	
1172	Asphalt Roller	23.01	9.22	
1173	Asphalt Spreader	22.67	8.72	
1174	Backhoe/Trackhoe	21.70	5.51	
1175	Bobcat/Skid Loader	15.37	4.28	
1176	Boom	22.67	8.72	
1177	Broom/Sweeper	22.83	8.72	
1178	Bulldozer	26.90	5.59	
1179	Drill	21.42	2.88	

General Decision No. CO140017 **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.):			
1180	Forklift	15.91	4.27	
1181	Grader/Blade	22.67	8.72	
1182	Guardrail/Post Driver	16.54	4.10	
1183	Loader (Front End)	22.67	8.72	
1184	Mechanic	22.97	8.72	
1185	Oiler	22.77	9.22	
1186	Roller/Compactor (Dirt and Grade Compaction)	22.32	8.72	
1187	Rotomill	16.22	4.41	
1188	Screed	22.67	8.72	
1189	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
1190	Groundsman	18.52	3.59	
	TRUCK DRIVER:			
1191	Distributor	21.69	5.27	
1192	Dump Truck	16.41	5.27	
1193	Lowboy Truck	17.25	5.27	
1194	Multi-Purpose Specialty & Hoisting Truck	16.41	4.97	
1195	Pickup and Pilot Car	13.93	3.68	
1196	Semi/Trailer Truck	18.39	4.13	
1197	Truck Mounted Attenuator	12.43	3.22	
1198	Water Truck	20.64	5.27	

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

==========

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. CO140017

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140018 applies to the following counties: El Paso, Pueblo, and Teller counties.				

General Decision No. CO140018

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	ELECTRICIAN:			
1199	El Paso, Teller	29.55	14.48	
1200	Pueblo	27.25	11.92	
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1201	Smaller than Watson 2500 and similar	24.27	8.62	
1202	Watson 2500 similar or larger	24.57	8.62	
	Crane			
1203	50 tons and under	24.42	8.62	
1204	51 - 90 tons	24.57	8.62	
1205	91 - 140 tons	24.72	8.62	

General Decision No. CO140018

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

	CARPENTER:			
1206	Excludes Form Work	24.15	6.25	
	Form Work Only			
1207	El Paso, Teller	19.06	5.84	
1208	Pueblo	19.00	5.88	
	CEMENT MASON/CONCRETE FINISHER:			
1209	El Paso, Teller	17.36	3.00	
1210	Pueblo	17.74	3.00	
1211	**FENCE ERECTOR**	13.02	3.20	
1212	**GUARDRAIL INSTALLER**	12.89	3.20	

General Decision No. CO140018

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	HIGHWAY/PARKING LOT STRIPING:			
1213	Painter	12.62	3.21	
	IRONWORKER:			
	Reinforcing (Excludes Guardrail Installation)			
1214	El Paso, Teller	20.49	1.65	
1215	Pueblo	16.69	5.45	
1216	**Structural** (Excludes Guardrail Installation)	18.22	6.01	
	LABORER:			
1217	Asphalt Raker	17.54	3.16	
1218	Asphalt Shoveler	21.21	4.25	
1219	Asphalt Spreader	18.58	4.65	
	Common or General			
1220	El Paso	17.05	3.69	
1221	Pueblo	16.29	4.25	
1222	Teller	16.88	3.61	
1223	Concrete Saw (Hand Held)	16.29	6.14	
1224	Landscape and Irrigation	12.26	3.16	
1225	Mason Tender - Cement/Concrete	16.29	4.25	
1226	Pipelayer	18.72	3.24	
1227	Traffic Control (Flagger)	9.55	3.05	
1228	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1229	**PAINTER (Spray Only)**	16.99	2.87	

General Decision No. CO140018

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:			
1230	Asphalt Laydown	22.67	8.72	
1231	Asphalt Paver	21.50	3.50	
	Asphalt Roller			
1232	El Paso	24.42	6.96	
1233	Pueblo	23.67	9.22	
1813	Teller	24.42	6.96	
1234	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1235	El Paso	23.31	5.61	
1236	Pueblo	21.82	8.22	
1237	Teller	23.32	5.50	
1238	Bobcat/Skid Loader	15.37	4.28	
1239	Boom	22.67	8.72	
	Broom/Sweeper			
1240	El Paso, Teller	23.43	8.04	
1241	Pueblo	23.47	9.22	
	Bulldozer			
1242	El Paso	26.56	7.40	
1243	Pueblo, Teller	26.11	6.92	
1244	Drill	17.59	3.45	
1245	Forklift	15.91	4.68	
	Grader/Blade			
1246	El Paso	22.83	8.72	
1247	Pueblo	23.25	6.98	
1248	Teller	23.22	8.72	
1249	Guardrail/Post Driver	16.07	4.41	

General Decision No. CO140018

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.):			
	Loader (Front End)			
1250	El Paso	23.61	7.79	
1251	Pueblo	21.67	8.22	
1252	Teller	23.50	7.64	
	Mechanic			
1253	El Paso	22.35	6.36	
1254	Pueblo	24.02	8.43	
1255	Teller	22.16	6.17	
	Oiler			
1256	El Paso	23.29	7.48	
1257	Pueblo	23.13	7.01	
1258	Teller	22.68	7.11	
	Roller/Compactor (Dirt and Grade Compaction)			
1259	El Paso	16.70	3.30	
1260	Pueblo, Teller	18.43	4.62	
1261	Rotomill	16.22	4.41	
1262	Scraper	24.28	4.83	
	Screed			
1263	El Paso, Teller	25.22	5.74	
1264	Pueblo	23.67	9.22	
1265	Tractor	13.13	2.95	

General Decision No. CO140018

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER:			
	Distributor			
1266	El Paso, Teller	17.98	3.97	
1267	Pueblo	18.35	3.85	
	Dump Truck			
1268	El Paso, Teller	16.85	4.83	
1269	Pueblo	16.87	4.79	
1270	Lowboy Truck	17.25	5.27	
1271	Mechanic	26.69	3.50	
1272	Multi-Purpose Specialty & Hoisting Truck	17.27	3.71	
1273	Pickup and Pilot Car	13.93	3.68	
1274	Semi/Trailer Truck	16.00	2.60	
1275	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1276	El Paso	17.24	4.15	
1277	Pueblo	20.93	4.98	
1278	Teller	17.31	4.07	

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

==========

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. CO140018

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140019 applies to the following counties: Denver and Douglas counties.				

General Decision No. CO140019

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1279	**CARPENTER** (Form Work Only)	24.00	11.28	
	TRAFFIC SIGNALIZATION:			
	Traffic Signal Installation			
1280	Zone 1	26.42	4.75% + 8.68	
1281	Zone 2	29.42	4.75% + 8.68	
	Traffic Installer Zone Definitions 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			
1282	Wheel Mounted, under ¾ yds.	24.27	8.62	
1283	Backhoe/Loader combination	24.27	8.62	
	Drill Rig Caisson			
1284	Smaller than Watson 2500 and similar	24.27	8.62	
1285	Watson 2500 similar or larger	24.57	8.62	
	Loader			
1286	Up to and including 6 cubic yards	24.27	8.62	
1287	Denver County - Under 6 cubic yards	24.27	8.62	
1288	Denver County - Over 6 cubic yards	24.42	8.62	

General Decision No. CO140019 **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			
1289	Douglas county - Blade Rough	24.27	8.62	
1290	Douglas county - Blade Finish	24.57	8.62	
	Crane			
1291	50 tons and under	24.42	8.62	
1292	51 to 90 tons	24.57	8.62	
1293	91 to 140 tons	24.72	8.62	
	Scraper			
1294	Single bowl under 40 cubic yards	24.42	8.62	
1295	40 cubic yards and over	24.57	8.62	
General Decision No. CO140019 **The wage and fringe benefits listed below do not reflect collectively bargained rates.**				
1296	**CARPENTER (**Excludes Form Work)	19.27	5.08	
	CEMENT MASON/CONCRETE FINISHER:			
1297	Denver	20.18	5.75	
1298	Douglas	18.75	3.00	
1299	**ELECTRICIAN** (Excludes Traffic Signal Installation)	35.13	6.83	
1300	**FENCE ERECTOR** (Excludes Link/Cyclone Fence Erection)	13.02	3.20	
1301	**GUARDRAIL INSTALLER**	12.89	3.20	
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1302	Denver	12.62	3.21	
1303	Douglas	13.89	3.21	
	IRONWORKERS:			
1304	**Reinforcing** (Excludes Guardrail Installation)	16.69	5.45	
1305	**Structural** (Includes Link/Cyclone Fence Erection), (Excludes Guardrail Installation)	18.22	6.01	

General Decision No. CO140019 **The wage and fringe benefits listed below do not reflect collectively bargained rates.**				
Code	**Classification**	**Basic Hourly Rate**	**Fringe Benefits**	**Last Mod**
	LABORERS:			
1306	Asphalt Raker	16.29	4.25	
1307	Asphalt Shoveler	21.21	4.25	
1308	Asphalt Spreader	18.58	4.65	
	Common or General			
1309	Denver	16.76	6.77	
1310	Douglas	16.29	4.25	
1311	Concrete Saw (Hand Held)	16.29	6.14	
1312	Landscape and Irrigation	12.26	3.16	
	Mason Tender - Cement/Concrete			
1313	Denver	16.96	4.04	
1314	Douglas	16.29	4.25	
	Pipelayer			
1315	Denver	13.55	2.41	
1316	Douglas	16.30	2.18	
	Traffic Control			
1317	Flagger	9.55	3.05	
1318	Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.43	3.22	
	PAINTER:			
1319	Spray Only	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1320	Denver	22.67	8.72	
1321	Douglas	23.67	8.47	
	Asphalt Paver			
1322	Denver	24.97	6.13	
1323	Douglas	25.44	3.50	

General Decision No. CO140019

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			
1324	Denver	23.13	7.55	
1325	Douglas	23.63	6.43	
1326	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1327	Douglas	23.82	6.00	
1328	Bobcat/Skid Loader	15.37	4.28	
1329	Boom	22.67	8.72	
	Broom/Sweeper			
1330	Denver	22.47	8.72	
1331	Douglas	22.96	8.22	
1332	Bulldozer	26.90	5.59	
1333	Concrete Pump	21.60	5.21	
	Drill			
1334	Denver	20.48	4.71	
1335	Douglas	20.71	2.66	
1336	Forklift	15.91	4.68	
	Grader/Blade			
1337	Denver	22.67	8.72	
1338	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1339	Douglas	21.67	8.22	
	Mechanic			
1340	Denver	22.89	8.72	
1341	Douglas	23.88	8.22	

General Decision No. CO140019

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			
1342	Denver	23.73	8.41	
1343	Douglas	24.90	7.67	
	Roller/Compactor (Dirt and Grade Compaction)			
1344	Denver	20.30	5.51	
1345	Douglas	22.78	4.86	
1346	Rotomill	16.22	4.41	
	Screed			
1347	Denver	22.67	8.38	
1348	Douglas	29.99	1.40	
1349	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
	Groundsman			
1350	Denver	17.90	3.41	
1351	Douglas	18.67	7.17	
	TRUCK DRIVER:			
	Distributor			
1352	Denver	17.81	5.82	
1353	Douglas	16.98	5.27	
	Dump Truck			
1354	Denver	15.27	5.27	
1355	Douglas	16.39	5.27	
1356	Lowboy Truck	17.25	5.27	
1357	Mechanic	26.48	3.50	
	Multi-Purpose Specialty & Hoisting Truck			
1358	Denver	17.49	3.17	
1359	Douglas	20.05	2.88	

General Decision No. CO140019 **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			
1360	Denver County	14.24	3.77	
1361	Douglas County	16.43	3.68	
1362	Semi/Trailer Truck	18.39	4.13	
1363	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1364	Denver County	26.27	5.27	
1365	Douglas County	19.46	2.58	

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

==========

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. CO140019

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140020 applies to the following counties: Baca, Bent, Costilla, Crowley, Huerfano, Kiowa, Las Animas, Otero, and Prowers counties.				

General Decision No. CO140020

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1366	**CARPENTER** (Form Work Only)	24.00	11.28	
1814	**ELECTRICIAN** (Boom Truck Operator)	21.71	8.66	
	POWER EQUIPMENT OPERATOR:			
	Power Broom/Sweeper			
1367	Under 70 hp	23.57	8.62	
1368	70 hp and over	24.27	8.62	
	Drill Rig Caisson			
1369	Smaller than Watson 2500 and similar	24.27	8.62	
1370	Watson 2500 similar or larger	24.57	8.62	
	Crane			
1371	50 tons and under	24.42	8.62	
1372	51 - 90 tons	24.57	8.62	
1373	91 - 140 tons	24.72	8.62	

General Decision No. CO140020

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

1374	**CARPENTER** (Excludes Form Work)	18.96	3.18	
	CEMENT MASON/CONCRETE FINISHER:			
1375	Baca, Bent, Costilla, Crowley, Huerfano, Kiowa, Otero, Prowers	17.70	2.53	
1376	Las Animas	17.24	2.85	
1377	**ELECTRICIAN**	28.06	8.76	
	HIGHWAY/PARKING LOT STRIPING:			
1378	Truck Driver (Line Striping Truck)	14.60	3.49	

General Decision No. CO140020

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	HIGHWAY/PARKING LOT STRIPING (con't.):			
1379	Painter	13.92	3.07	
	IRONWORKER:			
1380	Reinforcing	16.94	6.77	
1381	Structural	16.76	6.01	
	LABORER:			
	Common or General			
1382	Baca, Bent, Costilla, Crowley, Huerfano, Kiowa, Otero, Prowers	14.48	3.53	
1383	Las Animas	14.52	3.53	
1384	**Concrete Saw** (Hand Held)	16.00	6.14	
1385	Landscape and Irrigation	15.37	3.16	
1386	Mason Tender - Cement/Concrete	12.44	3.10	
1387	**Traffic Control** (Flagger)	9.42	3.21	
1388	**Traffic Control** (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.39	3.20	
1389	**PAINTER** (Spray Only)	17.54	3.52	
	POWER EQUIPMENT OPERATOR:			
1390	Asphalt Laydown	24.17	6.73	
1391	Asphalt Paver	22.67	8.72	
1392	Asphalt Plant	21.13	2.16	
1393	Asphalt Roller	23.14	7.51	
1394	Asphalt Spreader	23.19	7.66	
	Backhoe/Trackhoe			
1395	Baca, Bent, Costilla, Crowley, Huerfano, Kiowa, Otero, Prowers	23.19	4.18	
1396	Las Animas	24.70	3.40	

General Decision No. CO140020

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):			
1397	Bobcat/Skid Loader	18.43	3.12	
1398	Bulldozer	26.65	4.46	
1399	Chipper	22.04	8.26	
1400	Drill	20.49	2.66	
1401	Forklift	18.30	5.01	
	Grader/Blade			
1402	Baca, Bent, Costilla, Crowley, Huerfano, Kiowa, Otero, Prowers	18.40	4.20	
1403	Las Animas	18.88	3.14	
1404	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1405	Baca, Bent, Costilla, Crowley, Huerfano, Kiowa, Otero, Prowers	23.58	6.66	
1406	Las Animas	23.56	5.93	
1407	Mechanic	18.91	4.20	
1408	Oiler	22.54	9.22	
1409	**Roller/Compactor** (Dirt and Grade Compaction)	17.78	2.83	
1410	Scraper	19.93	5.38	
1411	Screed	16.21	3.76	
1412	Tractor	16.83	2.95	
	TRUCK DRIVER:			
1413	Distributor	17.98	5.27	
1414	Dump Truck	17.61	2.69	
	Lowboy Truck			
1415	Baca, Bent, Costilla, Crowley, Huerfano, Kiowa, Otero, Prowers	19.95	3.36	
1416	Las Animas	19.77	3.25	

General Decision No. CO140020 **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):			
1417	Mechanic	17.79	3.51	
1418	Multi-Purpose Specialty & Hoisting Truck	18.89	3.49	
1419	Pickup and Pilot Car	14.04	3.49	
1420	Semi Truck	17.58	4.67	
1421	Water Truck	14.88	2.07	

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

==========

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. CO140020

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140021 applies to the following counties: Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma counties.				

General Decision No. CO140021

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1815	**ELECTRICIAN** (Boom Truck Operator)	21.71	8.66	
	POWER EQUIPMENT OPERATOR:			
	Power Broom/Sweeper			
1422	Under 70 hp	23.57	8.62	
1423	70 hp and over	24.27	8.62	
1424	**Boom**	-	-	
	Drill Rig Caisson			
1425	Smaller than Watson 2500 and similar	24.27	8.62	
1426	Watson 2500 similar or larger	24.57	8.62	
	Asphalt Screed			
1427	Kit Carson	24.27	8.62	
	Crane			
1428	50 tons and under	24.42	8.62	
1429	51 - 90 tons	24.57	8.62	
1430	91 - 140 tons	24.72	8.62	
	LABORER:			
	Common or General			
1431	Kit Carson	16.05	6.89	
	TRUCK DRIVER:			
	Dump Truck			
1432	Kit Carson	-	-	

General Decision No. CO140021

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	CARPENTER:			
1433	Excludes Form Work	18.96	3.18	
	Form Work Only			
1434	Cheyenne, Kit Carson, Logan, Morgan, Phillips, Sedgwick, Washington, Yuma	20.28	4.50	
1435	Lincoln	20.98	3.89	
	CEMENT MASON/CONCRETE FINISHER:			
1436	Cheyenne, Logan, Morgan, Phillips, Sedgwick, Washington, Yuma	19.22	2.74	
1437	Kit Carson	17.98	2.53	
1438	Lincoln	21.00	1.40	
1439	**ELECTRICIAN**	28.06	8.76	
	HIGHWAY/PARKING LOT STRIPING:			
1440	Truck Driver (Line Striping Truck)	14.60	3.49	
1441	Painter	12.90	3.07	
1442	**IRONWORKER:**			
1443	Reinforcing	21.12	3.89	
1444	Structural	16.76	6.01	
	LABORER:			
	Asphalt Raker			
1445	Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Washington, Yuma	17.02	5.79	
1446	Sedgwick	15.79	4.87	
1447	Asphalt Spreader	22.67	8.72	
	Common or General			
1448	Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington, Yuma	12.44	3.53	
1449	**Concrete Saw** (Hand Held)	16.00	6.14	
1450	Landscape and Irrigation	12.81	3.16	
1451	Mason Tender - Cement/Concrete	14.71	3.29	

General Decision No. CO140021

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER (con't):			
	Traffic Control			
1452	Flagger	9.42	3.21	
1453	Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.39	3.20	
1454	**PAINTER** (Spray Only)	17.54	3.52	
	POWER EQUIPMENT OPERATOR:			
1455	Asphalt Laydown	24.56	6.68	
1456	Asphalt Paver	22.67	8.72	
1457	Asphalt Plant	21.13	2.16	
	Asphalt Roller			
1458	Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Washington, Yuma	23.79	7.59	
1459	Sedgwick	23.92	9.22	
1460	Asphalt Spreader	23.19	7.66	
	Backhoe/Trackhoe			
1461	Cheyenne, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington, Yuma	25.88	4.18	
1462	Kit Carson	28.64	1.40	
1463	Bobcat/Skid Loader	20.79	5.36	
1464	Bulldozer	29.99	2.90	
1465	Chipper	22.04	8.26	
1466	Drill	20.49	2.66	
1467	Forklift	18.30	2.01	
1468	Grader/Blade	19.02	4.20	
1469	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1470	Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Washington, Yuma	27.22	5.85	
1471	Sedgwick	27.48	4.87	

General Decision No. CO140021

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.):			
	Mechanic			
1472	Cheyenne, Lincoln, Logan, Morgan, Phillips, Washington, Yuma	20.52	5.49	
1473	Kit Carson	16.74	4.20	
1474	Sedgwick	21.09	4.87	
1475	Oiler	22.54	9.22	
1476	**Roller/Compactor** (Dirt and Grade Compaction)	16.52	4.87	
1477	Scraper	19.93	5.38	
	Screed			
1478	Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington, Yuma	21.30	6.40	
1479	Tractor	16.83	2.95	
	TRUCK DRIVER:			
1480	Distributor	17.98	5.27	
	Dump Truck			
1481	Cheyenne, Logan, Morgan, Phillips, Washington, Yuma	18.52	5.96	
1482	Lincoln	14.15	3.83	
1483	Sedgwick	18.92	6.19	
	Kit Carson			
1816	6 cu. yds. and under	18.55	3.87	
1817	7 – 14 cu. yds.	18.70	3.87	
1818	15 – 29 cu. yds.	19.04	3.87	
1819	30 – 38 cu. yds.	19.38	3.87	
1820	39 – 54 cu. yds.	19.66	3.87	
1821	55 – 79 cu. yds.	19.95	3.87	
1822	80 – 104 cu. yds.	20.22	3.87	
1823	104 cu. yds. and over	20.51	3.87	

General Decision No. CO140021

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.):			
1484	Lowboy Truck	18.29	4.87	
1485	Mechanic	17.79	3.51	
1486	Multi-Purpose Specialty & Hoisting Truck	18.79	3.49	
1487	Pickup and Pilot Car	14.04	3.49	
	Semi Truck			
1488	Cheyenne, Kit Carson, Lincoln, Morgan	17.58	4.67	
1489	Logan, Phillips, Sedgwick, Washington, Yuma	15.80	4.67	
1490	Water Truck	14.88	2.07	

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

==========

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. CO140021

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140022 applies to the following counties: Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, and San Miguel counties.				

General Decision No. CO140022

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1491	**CARPENTER** (Excludes Form Work)	24.00	11.28	
1824	**ELECTRICIAN** (Boom Truck Operator)	21.71	8.66	
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1492	Smaller than Watson 2500 and similar	24.27	8.62	
1493	Watson 2500 similar or larger	24.57	8.62	
	Mechanic			
1494	La Plata County	24.42	8.62	

General Decision No. CO140022

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	CARPENTER:			
	Form Work Only			
1495	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	18.57	5.38	
1496	La Plata	18.60	5.38	
	CEMENT MASON/CONCRETE FINISHER:			
1497	Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Ouray, Rio Grande, Saguache, San Juan, San Miguel	17.67	2.85	
1498	Chaffee	15.55	2.85	
1499	La Plata	18.99	2.85	

General Decision No. CO140022

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	CEMENT MASON/CONCRETE FINISHER (con't.):			
1500	Montrose	16.95	2.85	
1501	**ELECTRICIAN**	28.06	8.76	
1502	**GUARDRAIL INSTALLER**	12.78	3.31	
	HIGHWAY/PARKING LOT STRIPING:			
1503	Truck Driver (Line Striping Truck)	14.60	3.49	
1504	Painter	12.90	3.07	
	IRONWORKER:			
1505	Reinforcing (Excludes Guardrail Installation)	16.94	6.77	
1506	Structural (Excludes Guardrail Installation)	16.76	6.01	
	LABORER:			
	Asphalt Raker			
1507	Alamosa	17.53	3.75	
1508	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.43	3.42	
1509	La Plata	15.38	3.12	
	Common or General			
1510	Alamosa, Chaffee, Montezuma, Montrose	12.44	3.53	
1511	Archuleta, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Ouray, Rio Grande, Saguache, San Miguel	13.70	3.53	
1512	Fremont	15.19	3.00	
1513	La Plata	14.07	3.53	
1514	Mineral	14.84	3.53	
1515	San Juan	13.73	3.53	
1516	**Concrete Saw** (Hand Held)	16.00	6.14	
	Landscape and Irrigation			
1517	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.02	3.16	
1518	La Plata	13.54	3.16	

General Decision No. CO140022

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER (con't):			
	Mason Tender - Cement/Concrete			
1519	Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.59	3.10	
1520	Chaffee	12.44	3.10	
1521	La Plata	15.67	3.10	
	Traffic Control			
1522	Flagger	9.42	3.21	
1523	Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.39	3.20	
1524	**PAINTER** (Spray Only)	17.54	3.52	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1525	Alamosa, La Plata	22.67	8.72	
1526	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	23.13	8.64	
1527	Asphalt Paver	22.67	8.72	
1528	Asphalt Plant	17.23	4.07	
	Asphalt Roller			
1529	Alamosa	21.67	8.22	
1530	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	22.77	8.36	
1531	La Plata	22.68	7.30	
1532	Montezuma	22.67	8.72	
1533	Asphalt Spreader	22.67	8.72	

General Decision No. CO140022

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):			
	Backhoe/Trackhoe			
1534	Alamosa	21.03	3.75	
1535	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.75	3.75	
1536	La Plata	19.79	5.13	
1537	Mineral	19.17	5.53	
1538	Montezuma	16.42	4.42	
	Bobcat/Skid Loader			
1539	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	18.20	4.54	
1540	La Plata	19.98	4.88	
1541	Mineral	17.94	4.62	
	Broom/Sweeper			
1542	Alamosa	20.67	9.22	
1543	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	21.70	9.22	
	Bulldozer			
1544	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	23.28	9.22	
1545	Fremont	23.67	9.22	
1546	La Plata	23.57	8.72	
1547	Chipper	22.04	8.26	
	Crane			
1548	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	25.01	8.22	
1549	La Plata	25.21	8.22	

General Decision No. CO140022

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.):			
1550	Drill	20.84	2.66	
1551	Forklift	18.30	5.01	
1552	Grade Checker	23.91	7.89	
	Grader/Blade			
1553	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.39	4.20	
1554	Fremont	19.68	3.37	
1555	La Plata	19.83	4.20	
1556	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1557	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan	23.38	8.22	
1558	Fremont	23.67	9.22	
1559	La Plata	23.36	7.09	
1560	Montezuma	22.82	8.72	
1561	San Miguel	23.82	9.22	
	Mechanic			
1562	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.74	4.20	
1563	Fremont	18.79	3.51	
	Oiler			
1564	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan,	22.97	7.88	
1565	Fremont	22.97	8.56	
1566	La Plata	24.08	5.49	
1567	San Miguel	22.97	9.22	

General Decision No. CO140022

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.):			
	Roller/Compactor (Dirt and Grade Compaction)			
1568	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.24	4.96	
1569	Fremont	16.52	5.28	
1570	La Plata	18.33	2.98	
1571	Rotomill	16.28	4.41	
1572	Scraper	17.62	2.96	
	Screed			
1573	Alamosa	20.33	6.81	
1574	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.58	4.96	
1575	La Plata	17.86	2.75	
1576	Tractor	15.08	2.95	
	TRAFFIC SIGNALIZATION:			
1577	Groundsman	17.04	2.28	
	TRUCK DRIVER:			
	Distributor			
1578	Alamosa	18.40	4.51	
1579	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	17.62	5.27	
1580	Montezuma	15.80	5.27	

General Decision No. CO140022

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.):			
	Dump Truck			
1581	Alamosa	14.15	3.83	
1582	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.56	4.03	
1583	Fremont	16.55	4.34	
1584	La Plata	16.90	3.83	
1585	Mineral	16.97	4.61	
1586	Lowboy Truck	17.25	5.84	
1587	Mechanic	17.79	3.51	
1588	Multi-Purpose Specialty & Hoisting Truck	14.60	3.49	
	Pickup and Pilot Car			
1589	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.04	3.49	
1590	La Plata	15.47	3.49	
	Semi Truck			
1591	Alamosa, Archuleta, Chaffee, Gunnison, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.42	5.41	
1592	Conejos, Custer, Delta, Dolores, Fremont, Hinsdale, La Plata	17.25	5.41	
	Water Truck			
1593	Alamosa	17.58	3.75	
1594	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.75	3.04	
1595	Fremont	16.15	3.14	
1596	La Plata	17.67	3.43	
1597	Montezuma	14.88	2.07	

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

==========

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. CO140022

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140023 applies to the following counties: Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt and Summit counties.				

General Decision No. CO140023

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1598	**CARPENTER** (Excludes Form Work)	24.00	11.28	
	TRAFFIC SIGNALIZATION:			
	SUMMIT COUNTY			
	Traffic Signal Installation			
1599	Zone 1	26.42	4.75% + 8.68	
1600	Zone 2	29.42	4.75% + 8.68	
	Traffic Installer Zone Definitions 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.			
1824	**ELECTRICIAN** (Boom Truck Operator)	21.71	8.66	**3**
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1601	Smaller than Watson 2500 and similar	24.27	8.62	
1602	Watson 2500 similar or larger	25.57	8.62	
	IRONWORKER:			
	Structural			
1603	Garfield	24.80	18.77	**4**

General Decision No. CO140023 **The wage and fringe benefits listed below do not reflect collectively bargained rates.**				
	CARPENTER (Form Work Only):			
1604	Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	15.92	5.38	
1605	Garfield	19.55	4.09	
	CEMENT MASON/CONCRETE FINISHER:			
1606	Eagle	17.59	2.85	
1607	Garfield	17.27	2.16	
1608	Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	18.23	2.85	
1609	Summit	15.55	2.85	
	ELECTRICIAN:			
1610	Excludes Traffic Signalization	28.06	8.76	
	Traffic Signalization Electrician			
1611	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	28.24	8.52	
	Traffic Signalization Groundsman			
1612	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	15.93	4.01	
1613	Summit	16.75	4.10	
	GUARDRAIL INSTALLER:			
1614	Eagle	12.78	3.46	
1615	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.78	3.31	
	HIGHWAY/PARKING LOT STRIPING:			
1616	Truck Driver (Line Striping Truck)	14.60	3.49	
	Painter			
1617	Eagle,	13.85	3.07	
1618	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	13.97	3.07	
	IRONWORKER:			
	Excludes Guardrail Installation			
1619	Reinforcing	16.94	6.77	
1620	Structural	22.22	6.01	

General Decision No. CO140023

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER:			
	Asphalt Raker			
1621	Eagle	16.36	3.26	
1622	Garfield	18.66	3.53	
1623	Grand	17.90	3.02	
1624	Jackson, Lake, Moffatt, Routt	17.75	3.75	
1625	Pitkin	17.50	3.75	
1626	Rio Blanco	18.97	3.75	
1627	Summit	16.77	3.26	
	Common or General			
1628	Eagle, Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.44	3.53	
1629	Grand	19.14	3.53	
1630	**Concrete Saw** (Hand Held)	16.00	6.14	
	Landscape and Irrigation			
1631	Eagle	14.84	3.16	
1632	Garfield, Grand, Jackson, Lake, Moffatt, Rio Blanco, Routt	13.54	3.16	
1633	Pitkin	14.16	3.16	
1634	Summit	13.09	3.16	
	Mason Tender - Cement/Concrete			
1635	Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.44	3.10	
1636	Garfield	14.87	3.10	
	Traffic Control			
1637	Flagger	9.42	3.21	
	Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)			
1638	Eagle, Garfield, Grand, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.39	3.20	
1639	Jackson	12.93	3.22	

General Decision No. CO140023

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	PAINTER: (Spray Only)			
1640	Eagle	17.49	3.52	
1641	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	17.54	3.52	
1642	Summit	19.96	3.52	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1643	Eagle, Summit	22.67	8.72	
1644	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt	24.09	7.93	
1645	Rio Blanco	23.67	9.22	
1646	Asphalt Paver	22.67	8.72	
1647	Asphalt Plant	19.27	4.47	
	Asphalt Roller			
1648	Eagle	23.01	8.72	
1649	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.15	8.07	
1650	Grand	22.67	8.72	
1651	Asphalt Spreader	25.61	6.96	
	Backhoe/Trackhoe			
1652	Eagle	22.56	7.02	
1653	Garfield	19.40	4.42	
1654	Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	22.92	6.15	
1655	Summit	24.30	5.75	
	Bobcat/Skid Loader			
1656	Eagle	18.25	4.32	
1657	Garfield	24.63	0.00	
1658	Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	21.04	5.18	
1659	Summit	19.77	4.28	

General Decision No. CO140023

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.):			
	Broom/Sweeper			
1660	Eagle	23.35	7.78	
1661	Garfield, Jackson, Lake, Moffat, Pitkin, Routt	21.92	7.66	
1662	Grand	21.67	8.22	
1663	Rio Blanco	21.66	0.00	
1664	Summit	22.67	8.72	
1665	Bulldozer	26.78	7.05	
1666	Chipper	22.04	8.26	
1667	Crane	23.82	9.22	
1668	Drill	20.84	2.66	
1669	Forklift	18.30	5.01	
1670	Grade Checker	23.82	9.22	
1671	Grader/Blade	23.05	6.45	
1672	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1673	Eagle	24.98	7.55	
1674	Garfield	21.93	9.22	
1675	Grand, Pitkin,	22.67	8.72	
1676	Jackson, Lake, Moffatt, Routt	24.07	7.92	
1677	Rio Blanco	23.67	9.22	
1678	Summit	25.88	7.01	
	Mechanic			
1679	Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.31	3.93	
1680	Garfield	19.80	4.20	
	Oiler			
1681	Eagle	23.82	7.62	
1682	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	24.04	7.77	

General Decision No. CO140023

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.):			
	Roller/Compactor (Dirt and Grade Compaction)			
1683	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt	22.72	5.98	
1684	Rio Blanco	23.67	9.22	
1685	Summit	24.38	6.11	
	Rotomill			
1686	Eagle	18.86	4.41	
1687	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	20.70	4.41	
1688	Grand	23.48	4.41	
1689	Summit	16.28	4.41	
1690	Scraper	20.60	7.99	
	Screed			
1691	Eagle	17.04	3.98	
1692	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.76	5.05	
1693	Grand	23.29	4.05	
1694	Tractor	15.08	2.95	

General Decision No. CO140023

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER:			
	Distributor			
1695	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt, Summit	19.07	4.35	
1696	Rio Blanco	15.80	5.27	
	Dump Truck			
1697	Eagle	16.17	3.83	
1698	Garfield	16.29	3.83	
1699	Grand, Jackson, Lake, Moffat, Routt	17.79	4.02	
1700	Pitkin	20.13	4.15	
1701	Rio Blanco	17.26	4.63	
1702	Summit	15.27	5.27	
	Lowboy Truck			
1703	Eagle	18.89	4.56	
1704	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	18.43	4.56	
1705	Mechanic	17.79	3.51	
1706	Multi-Purpose Specialty & Hoisting Truck	14.60	3.49	
1707	Pickup and Pilot Car	14.04	3.49	
1708	Semi Truck	20.72	0.00	
	Water Truck			
1709	Eagle	23.05	2.90	
1710	Garfield	21.00	5.88	
1711	Grand	21.19	3.01	
1712	Jackson, Lake, Moffatt, Pitkin, Routt, Summit	20.39	3.43	
1713	Rio Blanco	17.25	3.75	

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

==========

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. CO140023

Decision Nos. CO140016, 17, 18, 19, 20, 21, 22, 23 and 24 dated January 03, 2014 supersedes **Decision Nos. CO130016, 17, 18, 19, 20, 21, 22, 23 and 24** dated January 04, 2013.	**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.				
General Decision No. CO140024 applies to the following counties: Larimer, Mesa, and Weld counties.				

General Decision No. CO140024

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1714	Smaller than Watson 2500 and similar	24.27	8.62	
1715	Watson 2500 similar or larger	24.57	8.62	
	Oiler			
1716	Weld	24.42	8.62	

General Decision No. CO140024

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

	CARPENTER:			
1717	Excludes Form Work	20.72	5.34	
	Form Work Only			
1718	Larimer, Mesa	18.79	3.67	
1719	Weld	16.54	3.90	
	CEMENT MASON/CONCRETE FINISHER:			
1720	Larimer	16.05	3.00	
1721	Mesa	17.53	3.00	
1722	Weld	17.48	3.00	
	ELECTRICIAN:			
	Excludes Traffic Signalization			
1723	Weld	33.45	7.58	
	Traffic Signalization			
1724	Weld	25.84	6.66	

General Decision No. CO140024

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

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	FENCE ERECTOR:			
1725	Weld	17.46	3.47	
	GUARDRAIL INSTALLER:			
1726	Larimer, Weld	12.89	3.39	
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1727	Larimer	14.79	3.98	
1728	Mesa	14.75	3.21	
1729	Weld	14.66	3.21	
	IRONWORKER:			
	Reinforcing (Excludes Guardrail Installation)			
1730	Larimer, Weld	16.69	5.45	
	Structural (Excludes Guardrail Installation)			
1731	Larimer, Weld	18.22	6.01	
	LABORER:			
	Asphalt Raker			
1732	Larimer	18.66	4.66	
1733	Weld	16.72	4.25	
1734	Asphalt Shoveler	21.21	4.25	
1735	Asphalt Spreader	18.58	4.65	
1736	Common or General	16.29	4.25	
1737	Concrete Saw (Hand Held)	16.29	6.14	
1738	Landscape and Irrigation	12.26	3.16	
1739	Mason Tender - Cement/Concrete	16.29	4.25	
	Pipelayer			
1740	Larimer	17.27	3.83	
1741	Mesa, Weld	16.23	3.36	
1742	Traffic Control (Flagger)	9.55	3.05	

General Decision No. CO140024 **The wage and fringe benefits listed below do not reflect collectively bargained rates.**				
Code	**Classification**	**Basic Hourly Rate**	**Fringe Benefits**	**Last Mod**
	LABORER (con't):			
	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)			
1743	Larimer, Weld	12.43	3.22	
1744	**PAINTER (Spray Only)**	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1745	Larimer	26.75	5.39	
1746	Mesa, Weld	23.93	7.72	
1747	Asphalt Paver	21.50	3.50	
	Asphalt Roller			
1748	Larimer	23.57	3.50	
1749	Mesa	24.25	3.50	
1750	Weld	27.23	3.50	
	Asphalt Spreader			
1751	Larimer	25.88	6.80	
1752	Mesa, Weld	23.66	7.36	
	Backhoe/Trackhoe			
1753	Larimer	21.46	4.85	
1754	Mesa	19.81	6.34	
1755	Weld	20.98	6.33	
	Bobcat/Skid Loader			
1756	Larimer	17.13	4.46	
1757	Mesa, Weld	15.37	4.28	
1758	Boom	22.67	8.72	
	Broom/Sweeper			
1759	Larimer	23.55	6.20	
1760	Mesa	23.38	6.58	
1761	Weld	23.23	6.89	

General Decision No. CO140024

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):			
	Bulldozer			
1762	Larimer, Weld	22.05	6.23	
1763	Mesa	22.67	8.72	
1764	Crane	26.75	6.16	
	Drill			
1765	Larimer, Weld	31.39	0.00	
1766	Mesa	35.06	0.00	
1767	Forklift	15.91	4.68	
	Grader/Blade			
1768	Larimer	24.82	5.75	
1769	Mesa	23.42	9.22	
1770	Weld	24.53	6.15	
1771	Guardrail/Post Driver	16.07	4.41	
1772	**Loader** (Front End)			
1773	Larimer	20.45	3.50	
1774	Mesa	22.44	9.22	
1775	Weld	23.92	6.67	
	Mechanic			
1776	Larimer	27.68	4.57	
1777	Mesa	25.50	5.38	
1778	Weld	24.67	5.68	
	Oiler			
1779	Larimer	24.16	8.35	
1780	Mesa	23.93	9.22	
	Roller/Compactor (Dirt and Grade Compaction)			
1781	Larimer	23.67	8.22	
1782	Mesa, Weld	21.33	6.99	

General Decision No. CO140024

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.):			
	Rotomill			
1783	Larimer	18.59	4.41	
1784	Weld	16.22	4.41	
	Scraper			
1785	Larimer	21.33	3.50	
1786	Mesa	24.06	4.13	
1787	Weld	30.14	1.40	
	Screed			
1788	Larimer	27.20	5.52	
1789	Mesa	27.24	5.04	
1790	Weld	27.95	3.50	
1791	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
	Groundsman			
1792	Larimer	11.44	2.84	
1793	Mesa	16.00	5.85	
1794	Weld	16.93	3.58	
	TRUCK DRIVER:			
	Distributor			
1795	Larimer	19.28	4.89	
1796	Mesa	19.17	4.84	
1797	Weld	20.61	5.27	
	Dump Truck			
1798	Larimer	18.86	3.50	
1799	Mesa	15.27	4.28	
1800	Weld	15.27	5.27	

General Decision No. CO140024 **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.):			
	Lowboy Truck			
1801	Larimer	18.96	5.30	
1802	Mesa, Weld	18.84	5.17	
1803	Mechanic	26.48	3.50	
	Multi-Purpose Specialty & Hoisting Truck			
1804	Larimer, Mesa	16.65	5.46	
1805	Weld	16.87	5.56	
1806	Pickup and Pilot Car	13.93	3.68	
1807	Semi/Trailer Truck	18.39	4.13	
1808	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1809	Larimer	19.14	4.99	
1810	Mesa	15.96	5.27	
1811	Weld	19.28	5.04	

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

==========

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.

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.

END OF GENERAL DECISION NO. CO140024

ON THE JOB TRAINING

This training special provision is an implementation of 23 U.S.C. 140 (a). The Contractor shall meet the requirements of the FHWA 1273 for all apprentices and trainees.

As part of the Contractor's Equal Employment Opportunity Affirmative Action Program, training shall be provided on projects as follows:

1. The Contractor shall provide on the job training aimed at developing full journey workers in the skilled craft identified in the approved training plan. The Contractor shall provide at a minimum, required training hours listed in the Project Special Provisions for each project.

2. The primary objective of this specification is to train and upgrade women and minority candidates to full journey worker status. The Contractor shall make every reasonable effort to enroll and train minority and women workers. This training commitment shall not be used to discriminate against any applicant for training whether or not the applicant is a woman or minority.

3. The Contractor may employ temporary workers from CDOT supportive services providers to meet OJT requirements. Information pertaining to supportive services providers may be obtained by calling the CDOT OJT Coordinator at the number shown on the link http://www.coloradodot.info/business/equal-opportunity/training.html

4. An employee shall not be employed or utilized as a trainee in a skilled craft in which the employee has achieved journey status.

5. The minimum length and type of training for each skilled craft shall be as established in the training program selected by the Contractor and approved by the Department and the Colorado Division of the Federal Highway Administration (FHWA), or the U. S Department of Labor (DOL), Office of Apprenticeship or recognized state apprenticeship agency. To obtain assistance or program approval contact:

   CDOT Center for Equal Opportunity
   4201 East Arkansas Avenue
   Denver, CO 80222
   eo@dot.state.co.us
   1-800-925-3427

6. The Contractor shall pay the training program wage rates and the correct fringe benefits to each approved trainee employed on the project and enrolled in an approved program. The minimum trainee wage shall be no less than the wage for the Guardrail Laborer classification as indicated in the wage decision for the project.

7. The CDOT Regional Civil Rights Manager must approve all proposed apprentices and trainees for the participation to be counted toward the project goal and reimbursement. Approval must occur before training begins. Approval for the apprentice or trainee to begin work on a CDOT project will be based on:

   A. Evidence of the registration of the trainee or apprentice into the approved training program.
   B. The completed Form 838 for each trainee or apprentice as submitted to the Engineer.

8. Before training begins, the Contractor shall provide each trainee with a copy of the approved training program, pay scale, pension and retirement benefits, health and disability benefits, promotional opportunities, and company policies and complaint procedures.

9. Before training begins, the Contractor shall submit a copy of the approved training program and CDOT Form 1337 to the Engineer. Progress payments may be withheld until this is submitted and approved and may be withheld if the approved program is not followed.

10. On a monthly basis, the Contractor shall provide to the Engineer a completed On the Job Training Progress Report (Form 832) for each approved trainee or apprentice on the project. The Form 832 will be reviewed and approved by the Engineer before reimbursement will be made. The Contractor will be reimbursed for no more than the OJT Force Account budget. At the discretion of the Engineer and if funds are available, the Engineer may increase the force account budget and the number of reimbursable training hours through a Change Order. The request to increase the force account must be approved by the Engineer prior to the training.

11. Upon completion of training, transfer to another project, termination of the trainee or notification of final acceptance of the project, the Contractor shall submit to the Engineer a "final" completed Form 832 for each approved apprentice or trainee.

12. All forms are available from the CDOT Center for Equal Opportunity, through the CDOT Regional Civil Rights Manager, or on CDOT's website at http://www.coloradodot.info/business/bidding/Bidding%20Forms/Bid%20Winner%20Forms

13. Forms 838 and 832 shall be completed in full by the Contractor. Reimbursement for training is based on the number of hours of on the job training documented on the Form 832 and approved by the Engineer. The Contractor shall explain discrepancies between the hours documented on Form 832 and the corresponding certified payrolls.

14. The OJT goal (# of training hours required) for the project will be included in the Project Special Provisions and will be determined by the Regional Civil Rights Manager after considering:

    A. Availability of minorities, women, and disadvantaged for training;
    B. The potential for effective training;
    C. Duration of the Contract;
    D. Dollar value of the Contract;
    E. Total normal work force that the average bidder could be expected to use;
    F. Geographic location;
    G. Type of work; and
    H. The need for additional journey workers in the area
    I. The general guidelines for minimum total training hours are as follows:

Contract dollar value	Minimum total training hours to be provided on the project
Up to 1 million	0
>1 - 2 million	320
>2 - 4 million	640
>4 - 6 million	1280
>6 - 8 million	1600
>8 - 12 million	1920
>12 - 16 million	2240
>16 - 20 million	2560
For each increment of $5 million, over $20 million	1280

15. The number of training hours for the trainees to be employed on the project shall be as shown in the Contract. The trainees or apprentices employed under the Contract shall be registered with the Department using Form 838, and must be approved by the Regional Civil Rights Manager before training begins for the participation to be counted toward the OJT project goal. The goal will be met by an approved trainee or apprentice working on that project; or, if a Contractor's apprentice is enrolled in a DOL approved apprenticeship program and registered with CDOT using Form 838 and working for the Contractor on a non-CDOT project. The hours worked on the non-CDOT project may be counted toward the project goal with approved documentation on Form 832. Training hours will be counted toward one project goal.

16. Subcontractor trainees who are enrolled in an approved Program may be used by the Contractor to satisfy the requirements of this specification.

17. The Contractor will be reimbursed $2.00per hour worked for each apprentice or trainee working on a CDOT project and whose participation toward the OJT project goal has been approved

18. The Contractor shall have fulfilled its responsibilities under this specification if the CDOT Regional Civil Rights Manager has determined that it has provided acceptable number of training hours.

19. Failure to provide the required training will result in the following disincentives: A sum representing the number of training hours specified in the Contract, minus the number of training hours worked as certified on Form 832, multiplied by the journey worker hourly wages plus fringe benefits [(A hours – B hours worked) x (C dollar per hour + D fringe benefits)] = Disincentives Assessed. Wage rate will be determined by averaging the wages for the crafts listed on Form 1337. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the noncompliance with this specification which will include a calculation of the disincentives to be assessed.

February 3, 2011

PARTNERING PROGRAM

The Colorado Department of Transportation actively encourages partnering and invites the Contractor and his subcontractors and suppliers to participate in a voluntary partnering agreement for this project.

The following information summarizes the partnering process. More information is available through the Resident Engineer listed in the project special provisions.

This partnership will be structured to draw on the strengths of each organization to identify and achieve mutual goals. The objectives are effective and efficient Contract performance with reciprocal cooperation, and completion within budget, on schedule, and in accordance with the Contract.

This partnership will be bilateral in make-up and all costs associated with this partnership will be agreed to by both parties and will be shared equally. The Contractor shall assume full responsibility for all costs associated with partnering during the implementation of the partnering process. CDOT will reimburse the Contractor for the agreed amount.

The CDOT Program Engineer or the Resident Engineer will contact the Contractor within ten days after the award of this project to ask if the Contractor wants to implement this partnership initiative. If the Contractor agrees, the Contractor's on-site project manager shall meet with CDOT's Resident Engineer to plan a partnering development and team building workshop. At this planning session, arrangements shall be made to determine the facilitator and the workshop, attendees, agenda, duration, and location.

The workshop shall be held prior to the commencement of any major work item and preferably before the preconstruction conference. The following persons shall attend the workshop: CDOT's Resident Engineer, Project Engineer, and key project personnel; the Contractor's on-site project manager and key project supervision personnel; and the subcontractors' key project supervision personnel. The following personnel shall also be invited to attend as needed: project design engineer, key local government personnel, suppliers, design consultants, CDOT maintenance foreman, CDOT environmental manager, key railroad personnel, and key utility personnel. The Contractor and CDOT shall also have Regional or District managers and Corporate or State level managers on the partnering team.

Follow-up workshops may be held periodically throughout the duration of the Contract as agreed by the Contractor and the Engineer at the initial workshop. A closeout workshop shall be held to evaluate the effectiveness of the partnership.

The establishment of a partnership charter, which identifies the workshop participants' mutual goals on the project, will not change the legal relationship of the parties to the Contract or relieve either party from any terms of the Contract.

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.

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established 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.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As

used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA

approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

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.

RAILROAD INSURANCE

The Contractor shall carry insurance of the following kinds and amounts:

A. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish evidence to the Department that with respect to the operations the Contractor performs, the Contractor carries Contractor's Public Liability Insurance providing for a limit of not less than One Million Dollars ($1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Two Million Dollars ($2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and Contractor's Property Damage Liability Insurance providing for a limit of not less than One Million Dollars ($1,000,000.00) for all damages arising out of injury to or destruction of property in any one occurrence and subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars ($2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

If any part of the work affecting railroad property or facilities is sublet, similar insurance shall be provided by or in behalf of the subcontractor(s) involved.

B. CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish evidence to the Department that with respect to the operations performed for the Contractor by subcontractors, the Contractor carries in its own behalf Contractor's Protective Public Liability Insurance providing for a limit of not less than One Million Dollars ($1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person a total limit of Two Million Dollars ($2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than One Million Dollars ($1,000,000.00) for all damages arising out of injury to or destruction of property in any one occurrence, and subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars ($2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

C. RAILROAD'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE.

In addition to the above, the Contractor shall furnish evidence to the Department that with respect to the operations the Contractor or any of its subcontractors perform, the Contractor has provided for and in behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance providing for a combined single limit of Two Million Dollars ($2,000,000.00) per occurrence with an aggregate limit of six Million Dollars ($6,000,000.00) applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.

2. All damages arising out of injury to or destruction of property.

D. GENERAL.

Said policy or policies of insurance shall be deemed to comply with the requirements of this Special Provision if each of said policies contains a properly completed and executed "Railroad Protective Liability Form", reference copies of which are available from the Agreements Engineer of the Colorado Department of Transportation, 4201 East Arkansas Avenue, Denver, Colorado 80222.

Certificates of insurance required under A. and B. above, and policy or policies of Insurance required under C. above shall be furnished to the Department's Agreements Engineer for transmittal to the Railroad Company's Insurance Department.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of the Department. The Railroad Company shall be furnished with the original of each policy carried in its behalf.

SPECIAL CONSTRUCTION REQUIREMENTS
FIRE PROTECTION PLAN

(a) *Fire Protection Plan*. Prior to start of work, the Contractor shall submit a Fire Control Plan in writing to the Engineer for approval. The plan shall include the following:

(1) The name and contact information of a Fire Control Coordinator who shall be assigned to the project.

(2) A list of numbers to call in case of a fire, including 911 (or the equivalent in the area).

(3) A complete list, including storage locations, of all tools and equipment the Contractor will use in the event of a fire within project limits.

(4) Methods that will be employed if a fire is encountered or started during construction activities within the project limits.

(5) Specific fire prevention precautions, and the required firefighting equipment, for every activity which has the potential for starting a fire. At a minimum the plan shall address prevention planning related to use of heavy equipment, vehicles, hand tools, storage and parking areas.

(6) Specific precautions for fueling operations.

(7) Provisions for field safety meetings. The Contractor shall conduct field safety meetings (also known as toolbox or tailgate meetings) at least once per week. The Contractor shall encourage participation by all persons working at the project site. Participants shall discuss specific fire prevention precautions for construction activities.

(b) *Equipment and Procedures*.

(1) Fire Boxes. Fire boxes shall contain tools and equipment that shall be used exclusively for controlling or suppressing fires which occur due to construction activities on project sites. Each fire box shall contain, as a minimum, the following:

(1) five round-pointed shovels,
(2) two double-bitted axes,
(3) three pulaskis or mattocks, and
(4) two backpack pumps

(2) Welding. If welding at field locations is required, the welding shall be done at a location where all flammable material has been cleared away for a distance of 16 feet around the area.

(3) Spark Arrestors. All diesel and gasoline powered engines, both mobile and stationary, shall be equipped with serviceable spark arrestors.

(4) Power Saws. Each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling.

(5) Storage and Parking Areas. Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas shall be cleared of all flammable materials for a distance of 50 feet. Small stationary engine sites shall be cleared of all flammable material for distance of 17 feet. Other mitigation methods may be used as approved by the Engineer

(c) *Fire Control Coordinator Responsibilities.* The Fire Control Coordinator shall:

(1) Implement the Fire Control Plan.

(2) Monitor, manage, and adjust the Fire Control Plan as needed as construction work progresses.

(3) Document in a letter to the Engineer changes to the Fire Control Plan.

(4) Immediately contact firefighting authorities when a fire is started due to construction activities within project limits.

(5) Coordinate fire control and suppression activities until authorities arrive, including the evacuation of staff.

(6) When the Fire Control Coordinator cannot be on the project site, he shall designate a person who is on site to serve as the Fire Control Coordinator. The Fire Control Coordinator, or his designee, shall be on site at all times that work is being performed.

(d) *Costs.* All costs associated with the preparation and implementation of the Plan and compliance with all fire protection provisions and requirements will not be measured and paid for separately, but shall be included in the work.