

LARIMER COUNTY

BID NUMBER B17-15

PROJECT NUMBER 2017100.

HERMIT PARK TRAILHEADS

SPECIAL PROVISIONS

May 8th, 2017

**LARIMER COUNTY
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS**

**ENGINEERING PROJECT NO. 20170100
HERMIT PARK TRAILHEADS**

The Colorado Department of Transportation 2011 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans. When specifications or special provisions contain both English units and SI units, the English units apply and are the standard requirement.

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Revision of Sections 202, 203, 206 and 250 – Environmental, Health & Safety	February 25, 2010
Revision of Section 206 - Shoring	August 1, 2005
Revision of Section 412 – Concrete Pavement Joints	August 1, 2005
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Revision of Section 702 – Bituminous Material	April 29, 2010

NOTICE TO BIDDERS

A PreBid Conference will be held as stated on the first page of the Bid Package. Bidders are requested (not required) to attend and participate in the conference.

Larimer County has contracted with a third-party firm to manage this project. The Project Manager is Tom Kent, P.E., AVI Professional Service d.b.a. AVI pc, hereinafter referred to as “Engineer”.

NOTE: Unauthorized contact with AVI Professional Services employees regarding this bid may result in disqualification of your bid.

COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under his contract on or before the 30th day following the date of award unless such time for beginning the work is changed by the Engineer in the "Notice to Proceed". The Contractor shall complete all work on the project before August 31st, 2017 (Base Bid) July 1st, 2018 (Alternate Bids- **if selected**) in accordance with the "Notice to Proceed".

Salient features to be shown on the Contractor's Progress Schedule for both the road closure and post road closure phases are:

- (a) Site mobilization
- (b) Grading
- (c) Gravel Surfacing
- (d) Vault Toilet Installation
- (e) Vegetation/Permanent Erosion Control

**REVISION OF SECTION 101
DEFINITION AND TERMS**

Section 101 of the Standard Specifications is hereby revised for this project as follows:

Section 101 shall include the following:

Subsection 101.01, line 25 shall be deleted and replaced with the following:

CDOT Colorado Department of Transportation or Larimer County, as applicable.

Subsection 101.09.01 will be added.

101.09.01 CDOT Form 43. Approved job Mix Design performed by an independent laboratory.

Subsection 101.10 shall be deleted and replaced with the following:

101.10 CDOT Resident Engineer. The County Engineer acting directly or through an authorized representative, who is responsible for engineering and administrative supervision of the project.

In subsection 101.17 delete the first paragraph and replace with the following:

101.17 Contract. The written agreement between the County of Larimer through the Engineering Department and the Contractor setting forth the obligations of the parties for the performance of work and the basis of payment.

Subsection 101.23 shall be deleted and replaced with the following:

101.23 Contractor. The individual, firm, or corporation contracting with the County of Larimer through the Engineering Department for performance of prescribed work.

Subsection 101.25 shall be deleted and replaced with the following:

101.25 County. The County of Larimer acting through its authorized representative.

Subsection 101.28 shall be deleted and replaced with the following:

101.28 Department. County Engineering Department. A department within the Larimer County Division of Public Works.

Subsection 101.29 shall be deleted and replaced with the following:

101.29 Engineer. The County Engineer acting directly or through an authorized representative, who is responsible for engineering and administrative supervision of the project.

Subsection 101.36 shall be deleted and replaced with the following:

101.36 Holidays. Holidays recognized by Larimer County are:

New Year's Day
Dr. Martin Luther Kings, Jr.'s Birthday (observed)
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

When New Year's Day, Independence Day, or Christmas Day fall on a Sunday, the following Monday shall be considered a holiday. When one of these days falls on a Saturday, the preceding Friday shall be considered a holiday.

In subsection 101.48 delete CDOT and replace with Larimer County.

Subsection 101.51 shall be deleted and replaced with the following:

101.51 Project Engineer. The Engineer's duly authorized representative who may be a Larimer County employee or an employee of a consulting engineer (consultant) under contract to Larimer County as defined below:

- (a) *Larimer County Project Engineer.* The County Construction Manager or County Engineer's duly authorized representative who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract.
- (b) *Consultant Project Engineer.* The consultant employee under the responsible charge of the consultant's Professional Engineer who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project. The Consultant Project Engineer's duties are delegated by the Project Engineer in accordance with the scope of work in the consultant's contract with Larimer County.

Delete subsection 101.58.

**REVISION OF SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS**

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.01 shall be deleted and replaced with the following:

102.01 Prequalification of Bidders. All bidders shall be experienced highway contractors and must be experienced in site construction and in the use of the Colorado Department of Transportations Specifications for Road and Bridge Construction. Larimer County may require the apparent low bidder to submit a Statement of Qualifications prior to award. The County reserves the right to reject a bid from a Contractor considered unqualified.

In subsection 102.04 delete the first sentence and replace with the following:

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be posted on the County's website. It is the contractor's responsibility to check the website for these changes.

Subsections 102.06 and 102.07 shall be deleted and replaced with the following:

102.06 Preparation of Proposal. The bidder shall submit the proposal (bid) upon the forms furnished by the County. The bidder shall specify a unit price for each pay item for which a quantity is given and shall also show the mathematical products of the respective unit prices and the estimated quantities in the column provided for that purpose, together with the total amount of the bid obtained by adding such mathematical products. All the entries shall be in ink or typewritten.

When the bid contains an alternative pay item, which has been approved by the County, the choice of that item by the bidder shall be indicated in accordance with the specifications for that particular item. No further choices will be permitted.

The contractor's bid must be signed in ink by an individual with legal authority to bind the contractor. Such an individual includes the owner of a sole proprietorship, one of more partner members of a partnership, on or more authorized members or officers of each firm representing a joint venture, the president or vice-president of a corporation, or an authorized agent of the contractor. Anyone signing as agent for a contractor must file with the County written evidence of such authority.

- (a) *Proposal Guaranty.* A proposal will not be read and will be rejected unless accompanied by a guaranty of the character and in an amount not less than the amount indicated in the "INSTRUCTIONS TO BIDDERS" statement, found in the Special Provisions portion of the bidding documents. If the proposal *Guaranty* is a bid bond, the bid bond will be in the format presented in the proposal. No other wording will be accepted.

- (b) *Delivery of Bids.* Each bid shall be submitted separately in a sealed envelope to the County by mail, personal delivery, or messenger service at the location indicated in the invitation for bids. The envelope shall be clearly labeled to identify it as a bid for the subject public project. The sealed bid shall be addressed to:

Heather MacMillan
Purchasing Director
200 West Oak Street, Suite 4000
Fort Collins, Colorado 80521

All bids shall be filed at the place specified in the invitation for bids and prior to the time specified therein. Bids received after the time for opening of bids will be returned to the contractor unopened.

- (c) *Withdrawal of Bids Prior to Bid Opening.* Prior to bid opening, a contractor may withdraw or revise a bid after it has been deposited with the County. Withdrawal of bids may be made either in writing or in person; however, any bid withdrawn for the purpose of revision must be re-deposited before the time set forth for opening of bids in the invitation for bids. A bid may not be withdrawn after the time set for opening of bids.

Before a bid may be withdrawn, proper identification and verification of the authority of the individual requesting to withdraw shall be obtained. The fact of such withdrawal shall be documented, in writing, by the County.

- (d) *Receiving Bids.* Sealed bids will be received by Larimer County at the place specified in the invitation for bids until the time and date specified in the invitation for bids.

Bids must be submitted to Larimer County in a manner that ensures that Larimer County receives a complete bid with original signature(s), including submission by U.S. mail, personal delivery, or messenger service. Bids submitted in a manner that results in Larimer County receiving an incomplete bid, a bid without original signature(s), or a bid not in the approved form, including submission by telephone, facsimile machine, telegram or mailgram, will not be accepted or considered but will be rejected.

- (e) *Opening of Bids.* Bids shall be opened and read publicly at the time and place specified in the invitation for bids. Such opening shall be performed by an authorized employee of Larimer County in the presence of at least one witness. Contractors, their authorized agents, and other interested parties are invited to be present.

- (f) *Rejection of Individual Bids.* Individual bids may be rejected for any of the following reasons:

1. If the bid is on a form other than that prescribed by Larimer County, if the form is altered or any part thereof is detached, or if the form does not contain original signatures.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous.
3. If the contractor fails to acknowledge in the bid that it has received all addenda (if any) current on the date of opening of bids.

4. If the bid does not contain a unit price, for each pay item listed except in the case of authorized alternative pay items, the mathematical products of the respective unit prices and the estimated quantities, and the total amount of the bid obtained by adding such mathematical products.
5. If Larimer County determines that any of the unit bid prices are materially unbalanced to the potential detriment of the County. There are two types of unbalanced bids: (1) mathematically unbalanced and, (2) materially unbalanced. The mathematically unbalanced bid is a bid containing lump sum or unit pay items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, but not necessarily to the detriment of the County. These costs shall all relate to the performance of the items in question. The materially unbalanced bid is a mathematically unbalanced bid which Larimer County determines leaves reasonable doubt that award will result in the lowest ultimate cost to the County, or that award is in the public interest.
6. If the contractor submitting the bid is affiliated with another contractor that has submitted a bid on the same public project.
7. If the contractor submitting the bid has been asked in writing to show why it should not be found in default on a Larimer County contract.
8. If the contractor submitting the bid has had its prequalification by the Colorado Department of Transportation revoked, or if the contractor submitting the bid is currently under debarment or suspension by the Colorado Department of Transportation.

Larimer County reserves the right to reject any or all bids, to waive technicalities, to further negotiate price, scope of work, terms, and conditions with the successful bidder, or to advertise for new bids, if, in the judgment of Larimer County, the best interests of Larimer County will be promoted thereby.

In subsection 102.09, delete the third and fourth sentences and replace with the following:

The original of the signed anti-collusion affidavit, Form No. LCE-275, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed Form No. LCE-275.

**REVISION OF SECTION 103
AWARD AND EXECUTION OF CONTRACT**

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

Subsection 103.01 shall be deleted and replaced with the following:

103.01 Consideration of Bids. After the bids are opened and read, they will be compared on the basis of the summation of the mathematical products of the estimated quantities shown in the bid schedule and the unit bid prices. The results of such comparisons will promptly be made available to the public.

In the event of a discrepancy between unit bid price and the mathematical products of the unit bid price and the estimated quantities in the bid schedule, the unit bid price shall govern.

In the event of low tie bids, a drawing shall be conducted to determine the low bidder. A witness shall be present to verify the drawing and the result shall be certified on the bid tabulation.

Larimer County reserves the right, in its sole discretion, to reject any subcontractor of the successful bidder, and to further negotiate for a substitute subcontractor.

The County reserves the right to settle proposal discrepancies, as defined in this subsection and in subsection 102.06, that occur in the low bidder's proposal at the time the Contract is awarded. Proposal discrepancies will be settled with the understanding that the low bidder waives any claims against the County because of the bidder's mistakes in the proposal.

Subsection 103.03 shall be deleted and replaced with the following:

103.03 Requirement of Contract Bond. At the time of the execution of the contract, the Contractor shall furnish Performance and Payment Bonds, each in a penal sum equal to the estimated contract price as per "Bid Schedule" hereto attached, with surety or sureties to guarantee the completion of work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work shall be fully paid for. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. The Contractor shall also furnish such other bonds as are required herein. All bonds shall be executed using Larimer County standard forms and shall be executed by such Sureties as (i) are licensed to conduct business in the State of Colorado, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the Surety or any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its rights to do business is terminated in the State of Colorado or it ceases to meet the requirements of clauses (i) and (ii) above, the Contractor shall, within five (5) days thereafter, substitute another Bond and Surety, both of which shall be acceptable to the County.

In subsection 103.04 delete the first two sentences and replace with the following:

The contract shall be signed by the successful bidder and returned, together with the Contract Bonds and Insurance Certificates and Endorsements within 15 days after the date of award. If the signed contract, bonds, certificates and endorsements are returned by the successful bidder within 15 days after award and, if the contract

is not executed by the County within 30 days from date of award, the bidder shall have the right to withdraw his bid without penalty.

Subsections 103.05 is hereby added to the Standard Specifications and shall include the following:

103.05 Failure to Execute Contract. Failure of the low responsible bidder to so execute the contract and file acceptable contract bonds and insurance certificates and endorsements within fifteen (15) calendar days or other duration specified by the County after the date of award shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the County. The County may elect to waive forfeiture of the proposal guarantee only if the County determines that the low responsible bidder has made a good faith error, which was an honest, nonjudgmental error, not the result of intentional conduct, gross negligence or willful neglect, and that no damages were sustained by the County as a result of the failure by the low responsible bidder to execute the contract and file acceptable contract bonds and insurance endorsements within the time prescribed. Award may then be made, in accordance with the provisions of Subsection 103.02 to the next lowest responsible bidder, or the work may be re-advertised.

**REVISION OF SECTION 104
SCOPE OF WORK**

Section 104 of the Standard Specifications is hereby revised for this project as follows:

In subsection 104.04, paragraph 3, delete the second sentence and replace with the following:

Snow removal will be the responsibility of the Contractor.

In subsection 104.04(b) delete the fourth sentence and replace with the following:

During the suspension period, the maintenance of the roadway will be the responsibility of the Contractor

**REVISION OF SECTION 105
CONTROL OF WORK**

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

In subsection 105.02(i) delete Table 105-1 and replace with the following:

Section No.	Description	Type	Contractor P.E. Seal Required?
504	MSE Walls (Contractor Alternative)	Shop Drawing	Yes
504	MSE Walls (Default Design)	Shop Drawing	No
508	Timber Structures	Shop Drawing	No
509	Steel Structures	Shop Drawing	No
512	Bearing Devices Type II	Shop Drawing	No
512	Bearing Devices Type III	Shop Drawing	Yes
514	Pedestrian and Bikeway Railing	Working Drawing	No
518	Expansion Devices: 0-4"	Working Drawing	No
518	Expansion Devices: 0-6", 9", 12"...	Shop Drawing	Yes
601 & 618	Precast Panel Deck Forms	Working Drawing	No
601	Permanent Steel Bridge Deck Forms	Working Drawing	Yes
601	Falsework	Working Drawing	Yes
602	Reinforcing Steel	Working Drawing	No
603	Precast Concrete Box Culvert	Shop Drawing	Yes
		Design Calculations	Yes
606	Bridge Railing	Working Drawing	No
607	Sound Barriers (Alternative)	Shop Drawing	Yes
607	Sound Barriers (Default Design)	Working Drawing	No
613	Light Standards (Low Mast)	Working Drawing	Yes
613	Light Standards (High Mast)	Working Drawing	Yes
614	Overhead Sign Structures	Shop Drawing	Yes*
614	Traffic Signal Pole (Mast Arm)	Shop Drawing	No
614	Traffic Signal Pedestal Pole	Working Drawing	No
614	Traffic Signal Equipment	Working Drawing	No
618	Prestressed Concrete (Pre-tensioned)	Shop Drawing	Yes*
618	Prestressed Concrete (Post-tensioned)	Shop Drawing	Yes*
618	Steel Diaphragms between Prestressed Girders	Working Drawing	No
618	Pre-fabricated Pedestrian Bridges	Shop Drawing	Yes

*A PE seal is required where the Contractor has provided the design for the item, or performed engineering to modify the details shown on the plans. The PE seal is not required where complete details are provided on the plans.

In subsection 105.02 delete (b) 4 and replace with the following:

Unless otherwise specified, four sets of shop drawings shall be submitted to the Engineer.

In subsection 105.03 delete the second paragraph and replace with the following:

Conformity to the Contract of all Hot Mix Asphalt, Item 403, will be determined by tests and evaluations of asphalt content, gradation and in-place density, and will be evaluated for acceptance, rejection or price reduction in accordance with this subsection.

Subsection 105.04 shall include the following:

Superpave Performance Graded binders shall meet all requirements of Subsection 702.01.

The Contractor shall submit a Certificate of Compliance from the supplier for all binder delivered for use on the project. The Certificate of Compliance shall be prepared in accordance with subsection 106.12.

In addition to the Certificate of Compliance the contractor shall submit a "Bill of Lading" for each load of binder delivered for use on the project.

Binder that cannot be certified as complying with the requirements of Subsection 702.01 shall not be incorporated into the project.

Material which is obviously defective may be isolated and rejected without regard to sampling sequence or location within a lot or batch.

Delete subsection 105.05.

Delete subsection 105.07 and replace with the following:

105.07 Conformity to Roadway Smoothness Criteria. Roadway smoothness shall be tested as described below. Roadway smoothness testing will not be measured and paid for separately, but shall be included in the work.

All longitudinal and transverse pavement surfaces will be measured using a 10 foot straightedge. The Contractor shall furnish an approved 10 foot straightedge and depth gauge and provide an operator to aid the Engineer in testing the finished pavement surface. Areas to be measured shall be as directed by the Engineer. 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. Additional diamond grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline within the ground area. All ground areas shall be neat rectangular areas of uniform surface.

Diamond grinding, including all necessary traffic control, shall be completed at the Contractors expense.

On asphalt pavements, the diamond grinding shall not reduce planned pavement thickness by more than 0.3 inch and the entire ground area shall be covered with a fog seal coat when grinding is complete. On concrete pavements, the diamond grinding shall be completed prior to joint sealing and prior to determining pavement thickness in accordance with subsection 412.21. When longitudinal tining is required on concrete pavement, the diamond ground surface shall be grooved to restore the longitudinal texture, whenever the length of the ground area exceeds 45 feet.

If roadway smoothness exceeds the limits allowable for diamond grinding, corrective work on asphalt pavements shall consist of an approved overlay or removal and replacement. Corrective work on asphalt pavements shall conform to the following conditions:

- (a) Removal and replacement. The pavement in areas requiring corrective work shall be removed the full width of the lane and the full thickness of the course in accordance with Subsection 202.09 Removal of Asphalt Mat (Planing).

The removal area shall begin and end with a transverse butt joint, which shall be constructed with a transverse saw cut perpendicular to centerline. All replacement shall be made with approved hot mix asphalt mixtures that meet all contract requirements. Replacement material shall be placed in sufficient quantity so the finished surface will conform to grade and smoothness requirements. The corrective area shall be compacted to the specified density.

- (b) 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 mix asphalt mixtures that meet all contract requirements. The overlay shall be placed so the finished surface will conform to grade and smoothness requirements. The overlaid area shall be compacted to the specified density. The overlay thickness shall be equivalent to that of the final pass made in accordance with the plans and specifications.

If roadway smoothness exceeds the limits allowable for diamond grinding, corrective work on concrete pavements shall consist removal and replacement. Corrective work on concrete pavements shall conform to the following conditions:

Removal and Replacement. The pavement areas requiring corrective work shall be removed the full width of the lane and full length of the slab between horizontal control joints and shall be jointed in accordance with M-412-1

Regardless of the corrective method used, the final product shall provide a pavement surface equal to adjacent sections not requiring corrective work.

All corrective work, including all necessary traffic control, shall be completed at the Contractors expense.

Subsection 105.16 shall include the following:

All requests for material testing and inspection shall be made during normal business hours. The Contractor shall give the Engineer at least 24 hours notice before the work of an inspector or material testing agency is required. The Engineer reserves the right to reject any requests that are made with less than a 24-hour notice. If the requested inspection or materials testing work cannot be accomplished within 24 hours, the Engineer will inform the Contractor and will estimate a date when the requested work can be accomplished.

The County will pay for all initial field tests and the Contractor shall pay for all retesting work as a result of test failures. Also, the Contractor shall pay for minimum service or standby charges due to his failure to compact earth, pour concrete, or pave on schedule. Should the Contractor request inspection or material testing work within a time requiring County or testing agency personnel to work at overtime pay rates, the Contractor shall bear the entire expense of such overtime operations.

**REVISION OF SECTION 105
DISPUTE RESOLUTION**

In subsection 105.22 delete (c) sentence 3 of the last paragraph and replace with the following:

If the Contractor disagrees with the written decision of the Construction Manager, the Contractor must either: (1) accept the Construction Manager's decision as final, (2) file a onetime written appeal to the Construction Manager with the submission of additional information, or (3) file a written appeal to the Director of Public Works based upon all information previously submitted and made a part of the claim record. The Contractor's written appeal shall be made within 30 days from the receipt of the Construction Manager's written decision. The Contractor hereby agrees that if a written appeal is not properly filed within this specified 30 day time period, the claim shall be considered to be abandoned by the Contractor and settled in the same manner as if the Contractor had agreed with and accepted the Construction Manager's written decision as final. Failure by the Contractor to properly file a written appeal, according to these specifications, shall bar the Contractor from any further administrative remedy for said claim under the contract.

Subsection 105.22 (d) and subsection 105.23 shall be deleted and replaced with the following:

- (d) When the Contractor properly files a written appeal to the Construction Manager, the Construction Manager will review all new submissions made by the Contractor and render a decision to the Contractor. When a written appeal to the Director of Public Works is properly filed by the Contractor pursuant to subsection, the Construction Manager will provide the complete claim record, to the Director of Public Works. The claim will be reviewed by the Director of Public Works who will render a written decision to the Contractor to either affirm, overrule, or modify the Construction Manager's decision, in whole or in part, in accordance with all contract documents and the following procedure:
1. For the purpose of this subsection, Director of Public Works shall be understood to mean the Director of Public Works or the Road and Bridge Director or both.
 2. The Director of Public Works will maintain the claim record during the review of the claim. The Contractor's written appeal to the Director of Public Works will be made a part of the claim record. Either the Contractor or the Engineering Department may request an oral hearing of the claim before the Director of Public Works. When an oral hearing is requested by either party, both the Construction Manager and the Contractor's representative shall be present and the hearing shall be conducted at a time, which is convenient to all parties. The Director of Public Works will not consider any written documents or oral arguments, other than clarification and data supporting previously submitted documentation, which have not previously been made a part of the claim record.
 3. The Director of Public Works will render a written decision to the Contractor within 45 days from the receipt of the Contractor's written appeal, unless both parties agree to an extension of time. If the Director of Public Works fails to render a written decision to the Contractor within the specified 45 day time period, or within any extended time period as agreed by both parties, the Contractor must either: (1) accept this as a denial of the claim, or (2) appeal the claim to the Larimer County Board of County Commissioners, in the same manner as if the Director of Public Works had denied the Contractor's claim.

- (e) If the Contractor disagrees with the written decision of the Director of Public Works, the Contractor must either (1) accept the Director of Public Works' decision as final, or (2) file a written appeal to the Larimer County Board of County Commissioners within 30 days from the receipt of the Director of Public Works' written decision. The Contractor hereby agrees that if a written appeal is not properly filed within this specified 30 day time period, the claim will be considered to be abandoned by the Contractor and settled in the same manner as if the Contractor had agreed with and accepted the Director of Public Works' written decision as final. Failure by the Contractor to properly file a written appeal according to these specifications shall bar the Contractor from any further administrative remedy for said claim under the Contract.
- (f) When the Contractor properly files a written appeal to the Larimer County Board of County Commissioners pursuant to subsection 105.22(e), the complete claim record as maintained by the Director of Public Works will be provided to the Larimer County Board of County Commissioners. The Larimer County Board of County Commissioners will review said claim and will render a written decision to the Contractor to either affirm, overrule, or modify the Director of Public Works' decision, in whole or in part, in accordance with the following procedure:
1. The Contractor's written appeal to the Larimer County Board of County Commissioners will be made a part of the claim record. Either the Contractor or the Larimer County Board of County Commissioners may request that a review board be convened to review the claim and provide a recommendation to the Larimer County Board of County Commissioners. A review board will not be convened when the value of the claim is less than \$20,000. When such a request is made by either party, the review board shall be convened pursuant to subsection 105.22(g).
 2. When a review board is not requested by either the Contractor or the Larimer County Board of County Commissioners, the Larimer County Board of County Commissioners will render a decision after reviewing the information contained in the claim record. The Larimer County Board of County Commissioners will not consider any written documents or oral arguments, other than clarification and data supporting previously submitted documentation, which have not previously been made available to the Director of Public Works and properly made a part of the claim record.
 3. When a review board is requested by either the Contractor or the Larimer County Board of County Commissioners, it shall be convened pursuant to subsection 105.22(g). The Larimer County Board of County Commissioners will consider the entire administrative claim record, including the recommendation of the review board. The Larimer County Board of County Commissioners will not consider any written documents or oral arguments which have not been made available to the review board and made a part of the claim record. The Larimer County Board of County Commissioners will not be bound by the recommendation of the review board. The decision of the Larimer County Board of County Commissioners will represent the final administrative remedy under the Contract available to the Contractor for said claim.
- (g) When requested by either the Contractor or the Larimer County Board of County Commissioners, pursuant to subsection 105.22(f), a review board shall be convened to review the facts associated with the claim and to provide a recommendation to the Larimer County Board of County Commissioners in accordance with the following procedure:
1. The review board shall consist of three members. One member shall be selected and directly paid by the Contractor. One member will be selected by the Larimer County Board of County Commissioners and directly paid by the County. The third member shall be selected by mutual agreement of the other two members. Review board members shall not be employed by or

affiliated with the claimant Contractor. Larimer County employees shall not serve on the review board. Review board members shall not have assisted either in the evaluation, preparation, or presentation of the claim case either for the Contractor or the County or have rendered an opinion on the merits of the claim for either party, and shall not do so during the proceedings of a review board hearing. The costs and reasonable expenses of the third member shall be directly paid by the County. The County will subtract one-half of the cost of the third member from the Contractor's final payment.

2. Once established, the review board shall serve at the convenience of the Larimer County Board of County Commissioners until the final decision is rendered. The entire claim record will be made available to the review board by the Larimer County Board of County Commissioners. An oral hearing of the claim will be conducted before the review board. The review board shall consider all written information available in the claim record and all oral presentations in support of that record by the Contractor and the County. The review board shall not consider any written documents or oral arguments which have not previously been made a part of the claim record, other than clarification and data supporting previously submitted documentation. After complete review of the facts associated with the claim, the review board shall provide a written recommendation for resolution of the claim to the Larimer County Board of County Commissioners. The review board's recommendation shall include: (1) a summary of the issues and factual evidence presented by the Contractor and the County concerning the claim, (2) recommendations concerning the validity of the claim, (3) recommendations concerning the value of the claim as to cost and time impacts if the claim is determined to be valid, and (4) the contractual and factual bases supporting the recommendations made. The review board shall act only in an advisory capacity to the Larimer County Board of County Commissioners, with no direct authority for resolution of the claim.
3. Upon receipt of the recommendation of the review board, the Larimer County Board of County Commissioners will render a final decision pursuant to subsection 105.22(f).
4. A practicing attorney may not serve on the review board, participate in the claimant Contractor's oral claim presentation, question or cross examine witnesses or object to the presentation of any testimony at the review board hearing. Either party may have an attorney present at the review board hearing to provide advice during the proceedings.

Delete Subsection 105.24

**REVISION OF SECTION 106
CONTROL OF MATERIAL**

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

Subsection 106.02 (b) shall include the following:

The Contractor shall furnish evidence that Contractor source materials meet the contract specifications and shall pay for such tests as may be required to show compliance. All material shall be sampled and tested in accordance with the appropriate Colorado Department of Transportation or AASHTO procedures. Any materials lab doing work for the Contractor must be approved by the County before any testing is done.

The County is mandated by state statute (Section 35-5-102, CRS) to control the spread of the following noxious weeds:

Leafy spurge	<i>Euphorbia esula</i>
Canada thistle	<i>Cirsium arvense</i>
Musk thistle	<i>Carduus nutans</i>
Russian knapweed	<i>Centaurea repens</i>
Spotted knapweed	<i>Centaurea maculosa</i>
Diffuse knapweed	<i>Centaurea diffusa</i>
Yellow toadflax	<i>Linaria vulgaris</i>
Dalmation toadflax	<i>Linaria genistifolia</i>
Hoary Cress	<i>Cardaria draba</i>
Hoary Alyssum	<i>Berteroa incana</i>
Perennial Pepperweed	<i>Lepidium latifolium</i>

Any source of imported embankment, topsoil, or gravel, except screened material, must be inspected and approved by the County Environmental Specialist, or designee, prior to incorporation into the project. If these materials are infested with these weeds, the Contractor must move to a different location within the area that is not infested or select another source altogether. The Contractor shall notify the County a minimum of two (2) days prior to moving any materials onto the project site in order to schedule this inspection. In the event the Contractor is unable to find a material source that is not infested, he shall be required to coordinate a treatment program with the Larimer County Weed District and the Engineer. The cost of complying with this requirement shall be included in the work.

Subsection 106.08 shall include the following:

With prior approval, portions of the right-of-way and construction easements may be used for storage of materials and equipment, and for field facilities. Any additional space required shall be provided at the Contractor's expense. Amendment to the Larimer County Comprehensive Zoning Resolution provides that all zoning districts shall permit the temporary storage of vehicles, equipment, materials, and field offices accessory to a construction project, under the following conditions:

- (a) The project is for construction of a highway, road, utility, or other public improvement pursuant to a federal, state, county, town, rural water association, or special district contract; or the construction project is located on the same parcel as the temporary storage of construction equipment, materials, or field office.
- (b) The storage site is to be used for a maximum of one year. An extension of up to six months may be approved at the discretion of the County Planning Director, upon written request.

- (c) Disposal of solid and hazardous waste such as fuels, solvents, waste oil, construction materials, etc., must be in full compliance with applicable federal and state rules and regulations. On-site disposal of wastes is prohibited.
- (d) The equipment, materials, vehicles, and field offices shall not be located or stored within 200 feet of existing dwelling(s), unless the owner(s) of said dwelling(s) have waived this requirements in writing. This condition shall not apply to pipes, fittings, fill material, or road base, which are intended for imminent utilization on the parcel or right-of-way where they are temporarily located.
- (e) No manufacturing activity, such as asphalt hot-mix plant, concrete batch plant, or rock crushing facility shall be operated on the site.
- (f) The site must be reclaimed as nearly as possible to its original condition within thirty days after this use ceases. The reclamation period may be extended by the Larimer County Planning Director, not to exceed six months.

The Contractor shall notify the Engineer of his selection of a site(s) at the Preconstruction Conference.

**REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

Subsection 107.01 shall include the following:

All mobile machinery, as defined by Section 42-1-102, CRS, and as referred to as Special Mobile Machinery (S.M.M.) by the Colorado Department of Revenue, used on this project must be properly plated and/or tagged as per Section 42-3-106, CRS. The Larimer County Clerk and Recorder's Office monitors compliance of registration and tax laws by owners of S.M.M. under Section 42-3-106, CRS. The Contractor should take notice that the Clerk and Recorder's Office has a field investigator who visits job sites throughout Larimer County to determine if equipment is properly plated and/or tagged.

Additionally, the following language shall be added to Subsection 107.01:

Illegal Alien Certification

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, **(b)** shall notify the subcontractor and the County within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the County a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-102 et seq., the County may terminate this Agreement for breach and, if so terminated, Contractor shall be liable for damages.

Subsection 107.02 shall include the following:

Larimer County is exempt from Colorado State Sales and Use Taxes on materials to be permanently incorporated in the Work. Said taxes shall not be included in the Contract Price. Contractors and Subcontractors shall apply to the Colorado Department of Revenue, Sales Tax for an exemption certificate and purchase the materials tax free (39-26-114 C1) (a) (XIX) CRS 1973 as amended, House Bill 1451 effective June 7, 1979, and shall be liable to State of Colorado for exempt taxes paid due to failure to apply for exemption certificates and for failure to use said certificates.

Subsection 107.07 shall include the following:

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the Work and other persons who may be affected thereby,
- (b) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners or adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to above caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the County Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor). The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the County and the Contractor that the Work is acceptable.

In emergencies affecting the safety or protection of persons or the Work, or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or County, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

In addition, Contractor shall be responsible for ensuring that all contractors and subcontractors meet all insurance requirements and shall provide these certificates of insurance to Larimer County if requested.

Insurance Requirements

Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Risk Management, 200 W. Oak St., #4000, Fort Collins, Colorado 80521. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.

- I. Workers' Compensation and Employers' Liability (waived if there are no employees)
 - A. State of Colorado: Statutory
 - B. Applicable Federal: Statutory
 - C. Employer's Liability:
 - \$100,000 Each Accident
 - \$500,000 Disease-Policy Limit
 - \$100,000 Disease-Each Employee
 - D. Waiver of Subrogation
- II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided

should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

A. Bodily Injury & Property Damage General Aggregate Limit	\$2,000,000
B. Products & Completed Operations Aggregate Limit	\$2,000,000
C. Personal & Advertising Injury Limit	\$1,000,000
D. Each Occurrence Limit	\$1,000,000

Other General Liability Conditions:

1. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
 2. **Contractor agrees that the insurance afforded the County is primary.**
 3. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.
- III. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:
- | | |
|--|-------------|
| A. Bodily Injury & Property Damage Combined Single Limit | \$1,000,000 |
|--|-------------|
- IV. **All Insurance policies** (except Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the county.
- V. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.
- VI. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- VII. Contractor shall furnish Larimer County certificates of insurance. Contractor will receive all sub-contractors certificates of insurance. Such certificate must meet all requirements listed above.

ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.

(PARTICULARLY TO BE SHOWN AS ADDITIONAL INSURED ON THE CERTIFICATE OF INSURANCE)

Delete subsection 107.25(b)5 and replace it with the following:

5. At least ten days prior to the beginning of construction the Erosion Control Supervisor (ECS) shall identify and describe all potential pollutant sources, including materials and activities, and evaluate them for the potential to contribute pollutants to stormwater discharge. The ECS shall assess the potential of these sources to contribute pollutants to stormwater discharges associated with construction activities. At a minimum each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges, and identified in the SWMP if found to have such potential : all exposed and stored soils; vehicle tracking of sediments; management of contaminated soils; vehicle and equipment maintenance and fueling; outdoor storage activities (building materials, fertilizers, chemicals, etc.); significant dust or particle generating processes; routine maintenance involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.; on-site waste management practices (waste piles, dumpsters, etc.); dedicated asphalt and concrete batch plants; concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment; non-industrial waste sources that may be significant, such as worker trash and portable toilets; loading and unloading operations; and other areas or procedures where potential spills can occur. The Contractor shall provide a Spill Prevention, Control, and Countermeasure Plan (SPCC) for any petroleum product, chemicals, solvents, or other hazardous materials in use, or in storage, at the work site. Work shall not be started until the plan has been submitted to and approved by the Engineer.

The ECS shall record the location of potential pollutants on the site map. Descriptions may be added to the site map or may be added as an addendum to the SWMP notebook.

Delete subsection 107.25(b)21 and replace it with the following:

21. The Contractor shall certify that construction equipment has been cleaned prior to site arrival. Vehicles shall be free of soil and debris capable of transporting noxious weed seeds or roots onto the site. Vehicle cleaning may occur on site, in approved areas, where wash water can be properly contained.

Delete subsection 107.25(b)23 and replace it with the following:

23. At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers. Containers shall be emptied as needed.

**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

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

In subsection 108.01 delete the first paragraph and replace with the following:

The Contractor should submit a completed Certificate of Intent to Sublet, Larimer County Engineering Form 276, as part of the bid proposal. In accordance with the special provision to subsection 103.01 of these specifications, the County reserves the right to reject any subcontractor listed on this form and negotiate for a substitute subcontractor. Any change from this list of subcontractors must be approved in writing by the Engineer. The Contractor shall make all project related written subcontracts available to the Engineer for viewing, upon request, and at a location convenient to the Engineer.

In subsection 108.02 delete the last sentence and replace with the following:

The Contractor shall commence work under the Contract on or prior to the 30th day following the date of award or in accordance with the selected start date allowed in the special provisions. The Contractor shall notify the County a minimum of 14 days prior to road closure and/or construction start.

In subsection 108.03, third paragraph add the following:

The Contractor shall present a bar chart schedule to the Engineer at or prior to the preconstruction conference. This bar chart schedule shall show the salient features of the project as listed in Commencement and Completion of Work.

Subsection 108.06 shall include the following:

Only those persons who, at the time of employment, are residents of Larimer County shall be given employment insofar as possible. The residence of a person is considered to be that place in which his habitation is fixed and to which, whenever he is absent, he has the intention of returning.

Subsection 108.08 shall include the following:

The Contractor shall not carry on construction operations outside the hours of 7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 to noon on Friday unless previously arranged and approved.

In subsection 108.08(a) delete the last sentence of the first paragraph and replace with the following:

Such request shall be made within 7 calendar days of the receipt of the statement and shall detail the reason the statement is believed to be incorrect.

**REVISION OF SECTION 109
MEASUREMENT AND PAYMENT**

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

In subsection 109.06(a) delete the first two sentences and replace with the following:

The Department will make a deduction from the progress payment in the amount considered necessary to protect the interests of the County. The amount to be retained will be 5 percent of the value of the completed work.

In subsection 109.06 delete items (e), (f), and (g).

In subsection 109.07(2) delete the first sentence and replace with the following:

The material is stored on the project, on County owned property, or at an acceptable secured location within Larimer County.

Subsection 109.09 shall include the following:

The County is required, by Law (CRS 38-26-107), to withhold from all payment to the Contractor sufficient fund to insure the payment of all claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or his Subcontractors in or about the performance of the Work. Such funds must be withheld until such claims have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with the County a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement, as published in a public newspaper in accordance with the law, unless an action is commenced within that time to enforce such unpaid claim and a notice of lis pendes is filed with the County. At the expiration of such ninety day period, the County shall pay to the Contractor such moneys and funds as are not the subject to suit and lis pendes notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to insure the payment of judgments which may result from each suit.

**REVISION OF SECTION 202
REMOVAL AND TRIMMING OF TREES**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.02 shall include the following:

This work includes the removal and the trimming of trees as shown in the plans, as directed by the Engineer. This work includes the preservation from injury or defacement of all vegetation and objects designated to remain.

The Engineer will establish environmental limits. All trees, shrubs, plants, grasses, and other vegetative materials shall remain, except as designated by the Engineer.

Prior to beginning any site construction in the vicinity of the tree(s), removal, trimming, and pruning of encroaching vegetation (as determined by the Engineer) shall be completed.

Once all directed clearing, trimming, and pruning is completed and accepted, no additional clearing, trimming, or pruning will be allowed unless approved, in writing, by the Engineer.

This work shall be done by a Contractor or subcontractor who is a qualified tree surgeon and a member of the National Arborist Association. The firm's or individual's name and qualifications shall be submitted at the preconstruction conference for the Engineer's approval.

Access for the removal or pruning of trees will be extremely limited. Trees shall be felled at the risk of the Contractor. Strict limits of disturbance will be defined and shall be adhered to.

Branches on trees or shrubs shall be removed as directed by the Engineer. All trimming shall be done by skilled workmen. All work shall be done according to the following requirements:

- (a) Pruning shall be done with proper, sharp, clean tools in such a manner as to preserve the natural character of the tree.
- (b) All final cuts shall leave no projections on or off the branch and shall not be cut so close as to eliminate the branch collar.
- (c) To avoid bark stripping, all branches 2 inches in diameter and larger shall be cut using the 3-cut method. These branches shall be lowered to the ground by proper ropes.
- (d) Tools used on trees known or found to be diseased shall be disinfected with alcohol before they are used on other trees.
- (e) Structural weaknesses, decayed trunk or branches, or split crotches shall be reported to the Engineer.
- (f) When cutting back or topping trees, the Contractor shall use the drop-crotch method and avoid cutting back to small suckers. Smaller limbs and twigs shall be removed in such a manner so as to leave the foliage pattern evenly distributed.
- (g) When reducing size (cut back or topping) not more than one-third of the total area shall be reduced at a single operation.

(h) Climbing spikes shall not be used on trees not scheduled for removal.

CHOOSE PAYMENT METHOD

All brush, branches, limbs, and foliage smaller than 3 inches in diameter shall be chipped into mulch and stockpiled at a designated site. The trunks and limbs 3 inches and larger shall be cut into less than 6 foot lengths and hauled to a designated site. Stumps shall be left no higher than 2 feet above the ground surface and shall not be removed when within the areas to be excavated. When trees being cut off are outside the excavation limits, the stumps shall be cut so that no more than 3 inches remains above the ground surface. All removed or trimmed vegetation shall be removed from the project and shall become the property of the Contractor. Stump grinding is not required in any circumstances.

Subsection 202.04 shall include the following:

Removal and trimming of trees will not be paid for separately but shall be included in the lump sum bid of clearing and grubbing.

Subsection 202.12 shall include the following:

Chipping, stockpiling, mulch, and hauling and stockpiling trunks and limbs will not be paid for separately but shall be included in the work. Removal of trees less than 6 inches in diameter will not be paid for separately but shall be included in the work.

All clearing and grubbing directed by the Engineer will be paid for as lump sum under the clearing and grubbing item.

**REVISION OF SECTION 212
SEEDING FERTILIZER, SOIL CONDITIONING, AND SODDING**

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

Subsection 212.02 shall include the following:

Seed Mix: weed free mix of 20% each of the following: Bromar Certified Mountain Bromegrass, San Luis Certified Slender Wheatgrass, Sandberg Bluegrass, Renondo Certified Arizona Fescue, Lovington Certified Blue Grama.

**REVISION OF SECTION 304
AGGREGATE BASE COURSE**

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.02 shall include the following:

Materials for the base course shall be Aggregate Base Course (Class 5) as shown in Subsection 703.03.

The Aggregate Base Course (Class 5) must meet the gradation requirements and have a resistance value of at least 72 when tested by the Hveem Stabilometer method. The Engineer may require the Contractor to submit test results from a certified materials lab to verify the material's conformance to the requirements of this section. Costs of any such tests shall be borne by the contractor.

Subsection 304.06 shall include the following:

Variation from the aggregate base course plan elevation specified shall not be more than 0.10 foot.

**REVISION OF SECTION 614
TRAFFIC CONTROL DEVICES**

Section 614 of the Standard Specifications is hereby revised for this project as follows:

Subsection 614.01 shall include the following:

This work also includes supplying and installing and monument entrance sign to Hermit Park. The County expectations for the monument sign are similar to other monument signs installed at various county parks. The Contractor shall hire a reputable and experienced sign contractor to provide the materials and install the monument sign.

CONSTRUCTION REQUIREMENTS

614.09 Contractor shall provide complete monument sign submittal drawings similar to the design drawings prior to fabrication for review and approval. Submittal shall include a complete foundation design and wet stamped by a Colorado Professional Engineer.

The Contractor shall use the approved submittal drawings to obtain a building department from Larimer County's Building Department prior to Construction.

METHOD OF MEASUREMENT

614.13 Sign (Monument) will be measured by the Each and actual number installed and accepted.

BASIS OF PAYMENT

614.14 The accepted quantities of Sign (Monument) will be paid for at the contract unit price for each of the various types that appear in the bid schedule. Payment will be made under:

Pay Item	Pay Unit
Sign (Monument)	Each

REVISION OF SECTION 622 REST AREAS AND BUILDINGS

Section 622 of the Standard Specifications is hereby revised for this project as follows:

The following shall supplement the standard specification section 622.

DESCRIPTION

622.01 This work consists of the purchase and installation of waterless, pre-cast and pre-assembled concrete single vault toilet buildings at the locations described in the construction plans.

MATERIALS

622.02 Currently, the park areas utilize the following vault toilet (the brands listed in the bid documents are for reference purposes only and are not to be interpreted as a statement of preference);

- CXTs' "Gunnison" model, and Colorado Precast Concrete "Grey's Peak" model.
- Waterless, pre-cast concrete and pre-assembled **single** unit toilet, complete with one 2,000 gallon minimum storage vault and wind break walls.

General Specifications:

1. All buildings shall conform to the pre-cast standards of the Pre-Stressed Concrete Institute.
2. All toilet buildings are to be pre-cast and pre-assembled in concrete, then delivered and installed by the Award Vendor.
3. All vaults shall function as the foundations, and each vault shall be placed on a flat, compacted and uniform surface of native ground at a slope of 1.5% (one and one-half percent) toward the front of the building. If the native ground does not provide for such a case, the building(s) shall be placed on an equally sound surface of imported structural material.
4. All buildings must include unisex signs on all exterior sides of the building.
5. All buildings must comply with State of Colorado Housing Authority requirements and must have the appropriate State approval permits and tags.
6. Buildings must be manufactured and assembled inside a factory and delivered to site ready-to-use.
7. All weld plates must be patched with concrete and not visible to the naked eye.
8. All gaps, seams and joints shall be caulked. All caulk shall be a paintable polyurethane sealant and shall match interior and/or exterior color.
9. All grouting shall be non-shrink, finished flushed, painted and finished to match surrounding color.

10. No structural steel shall be exposed or visible.
11. Award vendor shall supply one (1) set of Manufacturer's User Manuals and Parts Manuals for each model of vault toilet ordered.
12. All specifications shall conform to the American Concrete Institute (ACI) 318-05 or 08 "Building Code Requirements for Structural Concrete and Commentary".
13. Concrete mix design shall be designed to meet ACI 221.1.
14. The following tests shall be performed by the manufacturer on concrete used in the manufacturing of each of the toilet facilities. A copy of the test reports shall be submitted prior to delivery of each vault toilet facility to the Project Manager.
 - Air content of concrete per American Society for Testing and Materials (ASTM) C231.
 - Cylinder compression strength tests for release, 7-day, and 28-day, to ASTM C39. The release must be a minimum of 2500 psi. The 7 and 28-day must be a minimum of 4500 psi.

Interior Specifications:

1. Vault floor shall have a 4% (four percent) slope towards the clean out lid.
2. The vault liner shall be made from a single sheet of black ABS/750 virgin plastic which can hold up to 4,000 gallons (double unit) and 2,000 gallons (single unit) of waste per vault. The initial sheet thickness shall be a minimum .375. Final stamped thickness shall be a minimum .060. The vault liner shall have molded dovetail embeds to attach the liner to the concrete walls of the vault. The vault liner shall have two J-rails to attach the liner to the bottom of the vault. Vaults with the ABS liner shall be warranted against leaks for a period of seven years.
3. All vaults shall be furnished with double 1-inch butyl tape between vault and building
4. Each vault shall have a covered 3-roll steel toilet paper dispenser.
5. Each vault shall have a toilet riser, which must be caulked to the floor.
6. Each vault shall have a urinal; the drain pipe must be caulked to the floor.
7. All buildings must comply with the Americans with Disabilities Act (ADA), and Uniform Federal Accessibility Standards, including;
 - Grab bars, which shall be installed to meet all ADA requirements for size, strength and top loading capacity.
 - Double coat hook, installed on the wall at the height required by the ADA.
 - Plastic urinal (unless stated otherwise in the bid specifications) installed to meet ADA height requirements.
8. Each vault shall include a sign stating "No Trash in Vault".
9. 45 degree Concrete Coving between wall and floor.
10. All floors shall have urethane epoxy slip resistant finish, colored grey.

11. Interior floor slabs shall be magnesium trowel finished.
12. Wastewater must not drain into a floor drain.
13. All buildings shall include an interior light in each room (LED white light) and one exterior light on the front of the building (LED Amber Light). The Department of Natural Resources requires that all lights be powered by electricity and shall be vandalism resistant. The building must come pre-wired for an exterior electrical hook-up. An electrical contractor hired by Larimer County will connect the building to the power source.
14. Each room shall include two no-see-through windows with the appropriate square footage to allow for adequate natural light.
15. Interior walls shall be white, acrylic, water repellent penetrating stain. The interior floor and coping shall be grey, acrylic, water repellent penetrating stain.
16. The interior wall base with the floor slab shall be coved, painted and finished to match surrounding color.
17. All interior gaps, seams and joints shall be caulked. All caulk shall be a paintable polyurethane sealant and shall match interior color.

Exterior Specifications:

1. All doors shall be minimum 16 gauge steel, painted Sherwin Williams "Walnut Brown", and shall not stick open or closed, but shall have a sweep and stop.
2. All locksets shall be deadbolts, grade 1, keyed entry, lever handle, privacy, with blank interior plate, and be keyed the same as existing vault toilets.
3. Painting must not be done outside in cold, frosty or damp weather. Painting will not be done outside in winter unless the temperature is 50 degrees F or higher, and no painting shall be done in dusty areas.
4. All building exterior walls, roofs and screens shall be colored CXT's "Rich Earth" or equal, or Davis Color's "Canyon" or equal.
5. All vault toilets shall have cast barn wood-textured exterior walls.
6. All vault toilets shall have cast simulated cedar-shake textured roofs.
7. Concrete color for roof panels, building walls and screen walls shall conform to ASTM C979. A color sample for approval shall be submitted prior to production of the toilet facilities to ensure that the color is acceptable.
8. Exterior floor slabs shall be magnesium trowel finished, and a light broom finish shall be applied to all exterior slabs.
9. Building design criteria must include provisions of the 2009 International Building Code (IBC) and local code requirements as listed below:
 - Roof snow load of 240 pounds per square foot, minimum.

- Wind load of 136 miles per hour with a 3-second gust around the anchoring and connections, minimum.
10. All roof plans shall be sloped with a minimum 3:12 roof pitch, and each building shall have eaves and gabled overhangs around the entire roof perimeter.
 11. Reinforcement bars shall be used in the concrete and “Fiber Mesh” shall be used and incorporated into the concrete mix.
 12. All welding on the toilet facilities shall be completed by certified welders.
 13. All vaults shall have a ¼” minimum, hinged steel plate cleanout lid, which is pad-lockable. The lid shall seal airtight, including a gasket, when in the closed position.
 14. Each room shall have a cast-in wall vent (the vent shall not be installed in the door) with screen, and incorporate “Sweet Smelling Technology”.
 15. All building shall include a 15’ exhaust vent pipe per vault (from bottom of vault through top of unit), and all gaps around vent stacks (including the roof area) shall be caulked.
 16. All buildings entrances shall include unisex/accessibility signs including braille restroom signs. All signs shall be constructed of .032 aluminum plate, with UV and graffiti resistant coating. The lettering shall be “Ariel Font” white and the background shall be brown Pantone Matching System (PMS) 476C.
 17. Exterior slabs shall be sealed with a clear concrete sealer.
 18. Exterior walls and roof shall be stained with a water repellent penetrating stain in the same color as the walls and roof, followed by a clear acrylic anti-graffiti sealer.

METHOD OF PAYMENT

622.28 Toilet (Single) (Vault) will be measured by the Each and actual number installed and accepted.

BASIS OF PAYMENT

The accepted quantities of Toilet (Single) (Vault) will be paid for at the contract unit price for each of the various types that appear in the bid schedule. Payment will be made under:

Pay Item	Pay Unit
Toilet (Single) (Vault)	Each

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the Engineer’s estimate for force account items included in the Contract. Such estimated amounts will be added to the total bid to determine the Project Commitment Amount and the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT

Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force Account work valued at \$5,000.00 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<u>Force Account Item</u>	<u>Quantity</u>	<u>Estimated Amount</u>
Minor Contract Revisions	F/A	\$10,000