

**EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS**

**JANITELL ROAD BRIDGE OVER FOUNTAIN CREEK
SCOUR PROTECTION PROJECT, EL PASO COUNTY, CO**

The Colorado Department of Transportation (CDOT) 2022 Standard Specifications for Road and Bridge Construction (Standard Specifications) controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

PROJECT SPECIAL PROVISIONS

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**COLORADO DEPARTMENT OF TRANSPORTATION
STANDARD SPECIAL PROVISIONS**

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NOTICE TO BIDDERS

El Paso County Project Engineer - Alissa Werre
Phone: (719) 238-8080

The above referenced individuals or her assign(s) are the only representatives of the Department with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

END OF SPECIFICATION

**COMMENCEMENT AND COMPLETION OF WORK
(WORKING DAY)**

The services called for shall commence on the date of contract execution by all Parties and shall be completed within fifty (50) Working Days. The time count shall begin upon receipt of the Notice to Proceed.

If materials stockpiling begins before the beginning date, contract time will not be charged for the stockpiling effort. Stockpiling of materials before the beginning date is subject to the Engineer's approval. If such approval is given, stockpiled material will be paid for in accordance with Sections 109 and 626.

END OF SPECIFICATION

**REVISION OF SECTION 101
DEFINITIONS AND TERMS**

Certain terms utilized in the Specifications referred to above shall be interpreted to have different meanings (where applicable) within the scope of this Contract. When used in reference to compliance with laws and regulations, or the source of specifications or drawings, the terms shall retain their original meaning. A summary of redefinitions follows:

The following sections are amended for purposes of identification of the Owner and responsible parties for control of the construction of this project.

CONTRACT MODIFICATION ORDER: In addition to the definition given in the "CDOT Standard Specifications", the term "Contract Modification Order" shall also include and be synonymous with the term "Change Order".

PROJECT ENGINEER: This term shall mean the El Paso County Engineer, El Paso County Department of Public Works or designated representative.

OWNER: The term "OWNER" shall refer to the El Paso County Department of Public Works, acting through

and on behalf of the El Paso County Board of County Commissioners.

Other additional terms that may be utilized in the Standard Specifications shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

- a. "CDOT Central Lab", "CDOT Region Lab", or "CDOT Laboratory" shall mean El Paso County, Colorado, or their designated representative.
- b. "Chief Engineer": shall mean the El Paso County Engineer or designated representative.
- c. "County" or "EPC" shall mean El Paso County, Colorado.
- d. "Department" shall mean El Paso County, Colorado, Department of Public Works, Engineering Division.
- e. "Department of Transportation" shall mean El Paso County, Department of Public Works, Engineering Division.
- f. "CDOT Resident Engineer" shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- g. "Engineer" shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- h. "Regional Transportation Director" shall mean the El Paso County Department of Public Works, Engineering Division.
- i. "Project Engineer" or "CDOT Project Engineer" shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- j. "State, State of Colorado, or State Department of Transportation or CDOT" shall mean El Paso County, Colorado (where applicable).

END OF SPECIFICATION

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 - Pre-Qualification of Bidders, is deleted in its entirety.

Subsection 102.05 shall include the following:

3D modeling data is available in AutoCAD Civil3D format. Available 3D modeling data consists of survey files and design model files.

The County does not warrant the 3D modeling data and this information is not considered to be a part of the Contract. If bidders use the 3D modeling data in preparing a proposal or planning and prosecuting the Work, it is used at their own risk, and bidders are responsible for all conclusions, deductions, and inferences drawn from the 3D modeling data. Signing a release form from the Consultant will also be required to obtain this data.

END OF SPECIFICATION

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

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

Add Subsection 103.05 Contract Duration

The contract will remain open until all Work has been completed and accepted by the County, all permit requirements have been met and all permits have been closed, including but not limited to, the El Paso County Work in the ROW Permit, Erosion & Stormwater Quality Control Permit (ESQCP) and Colorado Discharge Permit System Construction Stormwater Discharge Permit (CDPS-SDP). If agreed upon by the Contractor and the Engineer, the project may be deemed substantially complete, and retainage may be released prior to closing permits, but the Contractor will remain responsible for meeting all permit requirements, including but not limited to, inspections, maintenance, and additional Work as approved by the Engineer, until the permits have been closed. All permits shall remain open until closure is agreed upon by the Contractor and the Engineer.

END OF SPECIFICATION

**REVISION OF SECTION 105
AS-CONSTRUCTED DRAWINGS**

Subsection 105.02(b) shall include the following:

The Contractor shall coordinate with the Project Inspector to supply the Engineer upon completion, an as-constructed set of drawings showing the locations of items that were changed during construction and any other pertinent information that altered from the construction bid set plans. The changes will be “red-lined” and agreed upon by the Contractor and the Engineer. Costs associated with the as-constructed plans shall be included in the Work.

END OF SPECIFICATION

**REVISION OF SECTIONS 105, 106, AND 203
CONFORMITY TO THE CONTRACT OF EMBANKMENT**

Sections 105, 106 and 203 of the Standard Specifications are hereby revised for this project as follows:

Subsection 105.03 shall include the following:

- (c) Conformity to the contract of embankment construction shall be determined in accordance with the following:
 - 1. The Contractor shall be responsible for Process Control (PC) for all embankment material on this project. PC shall include but not be limited to the following:
 - (1) Maximum lift thickness of six inches in accordance with subsection 203.07 or as directed.
 - (2) List of all inspection and materials testing forms and procedures utilized by the Contractor.

2. *Documentation.* The Contractor shall maintain current records of process control operation activities and tests performed. These records shall include as a minimum, the Contractor or subcontractor, the number of personnel working, weather conditions, type of equipment being used, delays and their cause, and deficiencies along with corrective action taken. Such records shall cover both conforming and defective or deficient features. Additional documentation to the Engineer shall include all daily test results, daily inspection reports, daily non-compliance reports, and monthly certification reports. Copies of these records and a statement that Work incorporated in the project complies with the Contract shall be submitted to the Engineer prior to payment for the Work or upon request. EPC Quality Assurance documentation shall not be used as supporting documentation for the Contractors certification.

EPC or EPC's certified representative will be responsible for Quality Assurance (QA) and Independent Assurance Testing (IAT).

Subsection 106.03 shall include the following:

The Contractor shall compact the subgrade to provide a stable platform to place the riprap. No compaction testing will be required in the established waterway.

Qualifications for testing and personnel are contained in Section 203, Chapter 200 of the CDOT Field Materials Manual, CP-10, CP 13, CP 15, and CP 80, and the CDOT Inspectors Checklist.

Subsection 203.02 (a) shall include the following:

Unclassified Excavation shall include removal of unstable or unsuitable material within the excavation prism as determined and directed by the Engineer.

Subsection 203.02 (c) shall include the following:

Embankment material containing significantly more than optimum moisture that would become stable if dried shall not be unsuitable material.

Subsection 203.11 (b) shall include the following:

The Contractor's Process Control efforts will not be measured and paid for separately but shall be included in the Work.

END OF SPECIFICATION

REVISION OF SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

Subsection 107.02 shall include the following:

Unless otherwise specified, the Contractor shall procure all permits and licenses; pay all charges, fees, and taxes, including permits procured for this project by others; and give all notices necessary and incidental to the due and lawful prosecution of the Work. Contractor provided permits shall include, but are not limited to:

- Construction Dewatering Permit (CDPHE)
- Construction Activity Permit (El Paso County Health Department)
- Erosion & Stormwater Quality Control Permit (ESQCP) (El Paso County)
- Colorado Discharge Permit System - Construction Stormwater Discharge Permit (CDPS-SDP) (CDPHE)
- Work in the ROW Permit (El Paso County)

The County has obtained the following permits:

- Floodplain Development Permit (Regional Building Department) (obtained by EPC)
- Nationwide 404 Permit (NWP) 3

The Contractor shall comply with all permit provisions and requirements. The costs of procuring and complying with these permits will not be paid for separately but shall be included in the Work.

Subsection 107.06 (d) Competent Persons shall include the following:

- (20) Traffic Control
- (21) Erosion Control

Subsection 107.07 shall include the following:

All construction activities shall be completed Monday through Friday during daytime hours between 7:00 am and 5:00 pm. Weekend or nighttime construction Work will be considered provided that the Contractor submits a request a minimum of two (2) working days prior to the weekend activities and four (4) working days prior to nighttime activities. The submittal shall include a noise mitigation plan identifying the measures to be implemented by the Contractor to mitigate construction noise. Noise mitigation measures will not be measured and paid for separately but shall be included in the Work.

Subsection 107.12 shall include the following:

The Contractor shall protect all existing vegetation (including trees, shrubs, ground covers, grasses, wetlands & riparian) in the project area, except for that vegetation, which must be removed to accommodate construction of the project as shown on the plans.

The Contractor shall perform all the Work in such a manner that the least environmental damage will result. All questionable areas or items shall be brought to the attention of the Engineer for approval prior to removal or any damaging activity.

Subsection 107.17 shall be revised to include the following:

The Contractor shall assess and understand the risk of working within Fountain Creek. Such risks include, but are not limited to, floods, high groundwater, and fluctuation in flows. The Contractor shall be responsible for constructing and maintaining all temporary facilities within the waterway. In no case will the cost of constructing and maintenance of these facilities be paid for separately, and such Work shall be incidental to the cost of other items.

Delete **subsection 107.25 (b) 13** and replace with the following:

Pollutant byproducts of construction, such as concrete, asphalt, solids, sludges, pollutants removed in the treatment of wastewater, excavation or excess fill material, and material from sediment traps shall be handled, stockpiled, and disposed of in a manner that prevents entry into State waters, including wetlands. Removal of concrete waste and washout water from mixer trucks, concrete finishing tools, concrete saw, and all concrete material removed during construction operations or cleaning shall be performed in a manner that prevents waste material from entering State waters and shall not leave the site as surface runoff. A minimum of five (5) days prior to the start of the construction activity, the Contractor shall submit in writing a Method Statement for Containing Pollutant Byproducts to the Engineer for approval.

Delete **subsection 107.25 (c)** and replace with the following:

(c) *Stormwater Construction Permits.* A Colorado Discharge Permit System Construction Stormwater Discharge Permit (CDPS-SDP) will be obtained from CDPHE by the General Contractor. The Contractor shall coordinate with El Paso County (EPC) to become the Operator permittee of the permit upon award of the Contract.

An Erosion & Stormwater Quality Control Permit (ESQCP) will be obtained from El Paso County by the General Contractor. A Stormwater Management Plan (SWMP) and, SWMP Checklist (provided by the Contractor) and Grading and Erosion Control (GEC) Plan, GEC Checklist, PBMP Applicability Form, and Drainage Report/Letter (if applicable) (provided by the Engineer of Record and included in the IFB package) are required to be submitted to EPC for review at least ten (10) calendar days prior to requested issuing of the ESQCP. EPC will not certify the project as Owner for the CDPS-SDP until the ESQCP is issued by the County.

No Work shall begin until the CDPS-SDP permit with Owner and Operator has been approved by CDPHE. A copy of the permit shall be placed in the project SWMP.

The Contractor is legally required to obtain all other permits associated with specific activities within or outside of the right of way, such as borrow pits, waste disposal sites, or other facilities. Staging areas within a quarter mile, but not within EPC right of way shall be considered a common plan of development and permits for these facilities require permitting in the Contractor's name as Owner and Operator. These permits include local agency, federal, or other stormwater permits. The Contractor shall consult with the Engineer and contact the CDPHE or other appropriate federal, state, or local agency to determine the need for any permit.

To initiate final acceptance of the stormwater construction Work (including seeding and planting required for erosion control), the Contractor shall request in writing, a Stormwater Completion Walkthrough. The Engineer will set up the walkthrough. It will include the Engineer or designated representative, EPC Stormwater Inspector, Superintendent or designated representative, SWMP Administrator, and an EPC Maintenance representative.

Unsatisfactory and incomplete stormwater and sediment/erosion control Work will be identified in this walkthrough and will be summarized by the Engineer in a punch list.

The completed action items associated with the corrective Work will be shown as completed on the punch list. Upon completion of all items shown, the Contractor shall notify the Engineer. Upon written agreement that the punch list is completed from the Engineer, the Contractor shall submit a written request to EPC to terminate the ESQCP. Upon termination of the ESQCP, the Contractor shall request to terminate the CDPHE CDPS-SDP.

Until termination of the ESQCP has been approved by EPC and termination of the CDPS-SDP has been approved by the CDPHE, the Contractor shall continue to adhere to all permit requirements. Requirements shall include erosion control inspections, control measure installation, control measure maintenance, control measure repair including seeded areas, and temporary control measure removal. All documentation shall be submitted to the Engineer and placed in the SWMP.

All costs associated with the Contractor applying for, holding, and terminating the ESQCP and CDPS-SDP will not be measured and paid for separately but shall be included in the Work in accordance with subsection 107.02.

Section 107 shall include the following:

107.26 Noxious Weed Mediation. The Contractor shall ensure that all equipment moved onto the Project is free of soil, seeds, vegetative matter, or other debris that could contain or hold noxious weed seed. The Engineer may inspect all equipment prior to it being placed into service and may reject equipment that does not meet this specification.

END OF SPECIFICATION

**REVISION OF SECTION 107
PERFORMANCE OF SAFETY CRITICAL WORK**

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

Subsection 107.061 is hereby added to this project as follows:

107.061 Performance of Safety Critical Work. The following Work elements are considered safety critical Work for this project:

- (1) Temporary Work: falsework, shoring that exceeds 5 feet in height, cofferdams, and temporary pipe installation.
- (2) Work requiring the use of cranes or other heavy lifting equipment.
- (3) Work under or near overhead electric lines.
- (4) Work over or adjacent to river, stream, or other protected water way.

The Contractor shall submit to the Engineer for review an initial, detailed construction plan that addresses safe construction methods for each of the safety critical elements applicable to this project. The Engineer's review will

be for general conformance with the plans, specifications, best management practices regarding safety of the operation and industry standards. The detailed construction plan shall be submitted one week prior to the safety critical element conference described below. The construction plan shall be stamped “Approved for Construction” and signed by the Contractor.

The Construction Plan shall include the following:

- (1) Safety Critical Element for which the plan is being prepared and submitted.
- (2) Contractor or subcontractor responsible for the plan preparation and the Work.
- (3) Schedule, procedures, equipment, and sequence of operations, that comply with the working hour limitations.
- (4) Temporary Work required: falsework, bracing, shoring, etc.
- (5) Underground, above grade, and overhead utilities identification and protective steps taken.
- (6) Communication plan as necessary with stakeholders, media, and the public.
- (7) Additional actions that will be taken to ensure that the Work will be performed safely.
- (8) Names and qualifications of workers who will be in responsible charge of the Work:
 - A. Years of experience performing similar Work
 - B. Training taken in performing similar Work
 - C. Certifications earned in performing similar Work
- (9) Names and qualifications of workers operating cranes or other lifting equipment
 - A. Years of experience performing similar Work
 - B. Training taken in performing similar Work
 - C. Certifications earned in performing similar Work
- (10) The construction plan shall address how the Contractor will handle contingencies such as:
 - A. Unplanned events (storms, traffic accidents, Work accidents, etc.)
 - B. Replacement of workers who don't perform the Work safely
 - C. Unexpected absence of critical management team
 - D. Equipment failure
 - E. Other potential difficulties inherent in the type of Work being performed

Plan requirements that overlap with above requirements may be submitted only once.

A safety critical element conference shall be held two days prior to beginning construction on each safety critical element. The Engineer, the Contractor, the safety critical element subcontractors, and the Contractor's Engineer shall attend the conference.

After the safety critical element conference, and prior to beginning Work on the safety critical element, the Contractor shall submit a final construction plan to the Engineer for record purposes only. The Contractor's Engineer shall sign and seal temporary works, such as falsework, shoring etc., related to construction plans for the safety critical elements. The final construction plan shall be stamped “Approved for Construction” and signed by the Contractor.

The Contractor shall perform safety critical work only when the Engineer, or an authorized representative, is on the project site. The Contractor's Engineer shall be onsite to inspect and provide written approval of safety critical work for which they provided signed and sealed construction details. Unless otherwise directed or approved, the

Contractor's Engineer need not be onsite during the actual performance of safety critical work but shall be present to conduct inspection for written approval of the safety critical work.

When ordered by the Engineer, the Contractor shall immediately stop safety critical work that is being performed in an unsafe manner. Prior to stopping work, the Contractor shall make the situation safe for work stoppage. The Contractor shall submit an acceptable plan to correct the unsafe process before the Engineer will authorize resumption of the Work. When ordered by the Engineer, the Contractor shall remove workers from the project that are performing the safety critical work in a manner that creates an unsafe situation for the public in accordance with subsection 108.06.

Should an unplanned event occur, or the safety critical operation deviate from the submitted plan, the Contractor shall immediately cease operations on the safety critical element, except for performing any work necessary to ensure worksite safety and provide proper protection of the work and the traveling public. If the Contractor intends to modify the submitted plan, they shall submit a revised plan to the Engineer prior to resuming operations.

All costs associated with the preparation and implementation of each safety critical element construction plan will not be measured and paid for separately but shall be included in the Work.

The Contractor shall not be relieved from ultimate liability for unsafe or negligent acts or receive a waiver of the Colorado Governmental Immunity Act on behalf of the Department.

END OF SPECIFICATION

REVISION OF SECTION 108 PROSECUTION AND PROGRESS

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

Subsection 108.02 shall be replaced with the following:

The Contractor shall not commence Work prior to the issuance of a Notice to Proceed. Construction of the project is anticipated to begin in early 2023. The "Notice to Proceed" will be issued to allow the awarded Contractor to order materials in advance of construction as required. The "Notice to Proceed" will specify the date on which contract time commences.

Subsection 108.03 shall include the following:

A CPM schedule will be required. Schedules submitted for this bid shall use an assumed start date.

Salient features to be shown on the Contractor's progress schedule are:

- Construction Surveying
- Mobilization

- Temporary Erosion Control
- Clearing and Grubbing
- Channel Grading
- Installation of riprap
- Topsoil, Seeding and Soil Retention blankets.

The Contractor shall submit an electronic copy and .pdf copy of the critical path schedule and method statement to the Engineer each month, 10 working days prior to the estimate cutoff date. Payment of the estimate will be released after review and acceptance of the updated schedule and method statement. Minimum review time will be 10 working days.

END OF SPECIFICATION

**REVISION OF SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Section 202 of the CDOT Standard Specifications is hereby revised for this project to include the following:

Subsection 202.02 General. Shall include the following:

Where underground or near surface items (such as riprap, trash, and other detritus) are removed, any voids created by the removal shall be backfilled with re-used on-site material as approved by the Engineer. The cost for backfilling shall not be paid for separately but shall be included in the Work.

Existing riprap designated for removal in the plans shall be reused and placed within the project limits to the extent possible.

Subsection 202.07 shall include the following:

Material removed, including trash, shall not be left overnight but shall be removed from the work site or stockpiled in a dump truck or roll-off dumpster. The work site shall be inspected at the end of each day and all loose trash, including nails and other debris, shall be removed and the site thoroughly cleaned at the end of each day.

Subsection 202.12 shall include the following:

Pay Item	Pay Unit
Removal of Riprap	Cubic Yard

END OF SPECIFICATION

**REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT**

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

Subsection 203.02 (f) shall be deleted and replaced with the following:

Potholing shall include all work related to potholing, trenching, tracing, and other associated processes necessary to properly locate and identify utilities within and around the project's extents for construction of the Project.

Subsection 203.03 shall be revised to include the following:

On-site soils acquired from excavations that are free of topsoil, organic matter, claystone, and other deleterious materials may be hauled and placed as embankment material within the embankment prism as approved by the Engineer.

Materials imported to the project to be used as embankment material shall be free of topsoil, organic matter, claystone, and other deleterious materials.

Subsection 203.05(b), first paragraph, shall be revised to read as follows:

Unclassified. Excess or unsuitable excavated material, including rock and boulders, that cannot be used in embankments shall become the property of the Contractor and disposed of outside the project limits or as approved by the Engineer.

In **Subsection 203.06**, delete the tenth paragraph and replace with the following:

Frozen materials shall not be used in construction of embankments. In addition, embankment material shall not be placed on top of frozen material. Frozen material will be identified by the visual observation of ice crystals within the foundation or embankment material or by measuring the temperature of the ground surface.

Subsection 203.12, shall include the following:

Excavated materials that require more than one handling prior to final placement will be paid for at the contract unit price for unclassified excavation, embankment, rock excavation, stripping, muck excavation, or borrow as appropriate. Such payment shall be considered full compensation with no additional payment being made for stockpiling, cross hauling, or subsequent handling.

END OF SPECIFICATION

REVISION OF SECTION 208 EROSION CONTROL

Section 208 of the Standard Specification is hereby revised as follows:

Subsection 208.01 is hereby revised to include the following:

Water quality control during construction activity shall be in accordance with Section 107.25.

This Work consists of controlling and dewatering groundwater, channel flows, and storm flows during construction, and building a temporary stream crossing needed for crossing the creek during construction.

The Contractor shall be responsible for the project and shall take such precautions as may be necessary to construct the project in a dry condition and provide for drainage, dewatering, control of all surface and subsurface water, and shall erect any necessary temporary structures or other facilities at their expense. The Contractor is advised that they are working in a creek channel subject to continual and potentially extensive runoff conditions, such that unless the construction area is properly protected, localized flooding and/or extensive soil erosion may occur.

The Contractor is responsible for Erosion Control and Stormwater Management for this project. An initial Grading & Erosion Control (GEC) Plan is provided in the plan set to give the Contractor guidance for bidding and conducting this work. The Contractor is responsible for reviewing this information and preparing a site-specific Stormwater Management Plan consistent with CDPHE requirements, plan notes, and plan specifications.

The Contractor will be the Permittee of the Colorado Discharge Permit System –Construction Stormwater Discharge Permit (CDPS-SDP) during the entire period that it remains open and is also responsible for inactivation of the permit once final stabilization of the construction site has been achieved and accepted by El Paso County. No transfer of ownership or control will be permitted.

The Contractor shall provide copies of the permit application submitted to CDPHE, as well as copies of the issued permits, to El Paso County.

The Contractor shall proceed with this permit activity as soon as they deem it necessary following the Notice to Proceed. No contract delays or extensions will be granted to the Contractor for failure to implement the required SWMP plan and obtain the required state permits in a timeframe necessary to begin the Work as specified in the contract.

Prior to any ground disturbance, the Contractor shall install all initial BMP's, request an inspection of the BMP's, and receive approval from the Engineer prior to proceeding. The Engineer will coordinate the inspection. It will include the Engineer or designated representative, El Paso County Stormwater Inspector, Superintendent or designated representative, or SWMP Administrator. Unsatisfactory and incomplete stormwater and sediment/erosion control work will be identified in this inspection and will be summarized by the Engineer.

Once construction has been completed, the El Paso County Project Manager, Stormwater Inspector, and the Contractor will complete a walk-through of the project site. The purpose of which is to determine the areas where BMP's may be removed or maintained.

Section 208.02 of the Standard Specifications shall include:

On-site materials meeting specifications may be used within the limits of construction to construct temporary detour roads, dams, and berms. Other materials may also be used if desired by the Contractor.

Subsection 208.02(m), fourth paragraph shall be deleted and replace with the following:

Prefabricated or manufactured vehicle tracking pads may be used at the Contractor's discretion as appropriate for the location and the work. Multi-use pads shall consist of industrial grade materials and shall be designed to minimize sediment leaving the project. No additional compensation will be provided to the Contractor for their use.

Section 208.03 of the Standard Specifications shall include:

A. General:

A dewatering permit is required for this project. The Contractor is responsible for obtaining this permit in accordance with Revision of Section 107.

The Contractor shall develop and submit a Water Control and Dewatering Plan for approval by Engineer. The plan shall show the phasing of the construction and channel improvements, including all methods and devices (indicated in each phase) used to control water and dewatering of excavations. In addition, all temporary control devices shall also be shown on these plans.

For all work, the Contractor shall provide suitable equipment and labor to remove water and shall keep the excavations dewatered so that construction can be carried on under dewatered conditions where required by the Drawings and Specifications. Water control shall be accomplished such that no damage is done to adjacent banks or structures. The Contractor is responsible for investigating and being familiar with all site conditions that may affect the Work including surface water, level of groundwater, and the time of year the Work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type of material as was removed and compacted in accordance with Section 203 and Revisions, except where replacement by other materials is specified.

At all times outside of performing construction activities, Contractor shall not leave construction equipment and materials within or near the flow paths of surface water. Damage to the Contractor's equipment and materials will be at the Contractor's expense.

B. Surface Water Control:

Surface water control generally falls into the following categories:

1. Normal range of flows along Fountain Creek expected during the construction period, and
2. Local surface runoff and inflows not conveyed by pipelines or culverts.

The Contractor shall coordinate, evaluate, design, construct, and maintain temporary water control conveyance systems. These systems shall not significantly alter major flow paths, increase sedimentation, or cause erosion or flooding of adjacent areas. The Contractor is responsible for designing any required temporary creek crossings.

Details about the temporary creek crossing shall be submitted as part of the Water Control Plan, for approval by the Engineer. All temporary earthwork to construct a berm or other travel haul roads are included. All dirt surfaces are to be protected from erosion with appropriate measures paid for under this item.

Fountain Creek Flood Discharge Estimates at the Janitell Road Bridge

2-year: 7,000 CFS

The flow rate is based on a CDOT Detour Structure Design Procedure for a 6-month construction duration. The Contractor's engineer shall review the flow rate, construction duration, and design method. Using the flow rate above shall not relieve the Contractor of responsibility to protect the job site throughout construction.

The Contractor will be responsible for diverting the quantity of surface flow around or through the construction area so that the excavation for riprap and other project elements remain free of surface water for the time it takes to install these items. The Contractor is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction site. It shall be the Contractor's responsibility to determine the quantity of water which shall be diverted to protect their work from damage caused by stormwater. The Contractor is responsible for designing and implementing temporary diversion of water.

The Contractor shall always maintain the flow channel for Fountain Creek and other surface flows at the construction site. Temporary structures such as pipes, berms, sandbags, pumps, etc. shall be permitted for the control of creek flow, if such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes.

Movement of construction equipment within the flowing portions of waterways should be minimized. Frequent fording of the channel should be avoided. The Contractor shall isolate or divert flows, so construction equipment, materials, and earthwork are not exposed to flow.

C. Groundwater Control:

The Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for structures, earthwork, and riprap. Such measures may include, but are not limited to, installation of perimeter sub drains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by Contractor operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at Contractor's expense.

Section 208.04 of the Standard Specifications shall include:

Water Control: No unit measurement for payment will be made for this work. Payment for all Work included for these work items will be made at a contract lump sum price. Work includes all equipment, labor, materials, earthwork, and incidentals for evaluation, design, construction, monitoring, and maintenance of measures to access and cross the creek, control surface water and groundwater during construction.

No measurement or payment will be made for temporary erosion control devices for which there is not a pay item in the bid schedule. If additional items are required and approved by the Engineer, pay items will be added via Change Order. All additional temporary erosion control devices required as part of the Contractor's Water Control plan will not be paid for separately but shall be included in the work.

Subsection 208.12 is hereby revised to include the following:

All costs associated with general maintenance and basic repair of control measures during construction and after preliminary acceptance of the project will not be measured and paid for separately but shall be included in the Work. To receive compensation for work associated with new control measure installation and significant control measure repair, the Contractor must submit an estimated scope and fee to the Engineer for approval prior to proceeding with the Work. Costs associated with post construction inspections will be paid for per the contract.

END SPECIFICATION

**REVISION OF SECTION 212
SOIL AMENDMENTS, SEEDING, AND SODDING**

Subsection 212.05 shall include:

Water necessary to establish and sustain growth of native seed shall be provided at no additional cost to the project.

END SPECIFICATION

**REVISION OF SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST**

Section 240 is hereby added to the Standard Specifications for this project as follows:

DESCRIPTION

240.01 This work consists of protecting migratory birds during construction.

MATERIALS AND CONSTRUCTION REQUIREMENTS

240.02 The Contractor shall schedule clearing and grubbing operations and work on structures to avoid taking (pursue, hunt, take, capture, or kill; attempt to take, capture, kill, or possess) migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall retain a qualified wildlife biologist for this project. The wildlife biologist shall have a minimum of three years' experience conducting migratory bird surveys and implementing the requirements of the MBTA. The Contractor shall submit documentation of the biologist's education and experience to the Engineer for acceptance. A biologist with less experience may be used by the Contractor subject to the approval of the Engineer based on review of the biologist's qualifications. The wildlife biologist shall record the location of each protected nest, bird species, the protection method used, and the date installed. A copy of these records shall be submitted to the Engineer.

(a) *Vegetation Removal.* When possible, vegetation shall be cleared prior to the time when active nests are present. Vegetation removal activities shall be timed to avoid the migratory bird breeding season which begins on April 1 and runs to August 31. All areas scheduled for clearing and grubbing between April 1 and August 31 shall first be surveyed within the work limits for active migratory bird nests. The Contractor's wildlife biologist shall also survey for active migratory bird nests within 50 feet outside work limits. Contractor personnel shall enter areas outside CDOT right of way only if a written, signed document granting permission to enter the property has been obtained from the property owner. The Contractor shall document all denials of permission to enter property. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the biologist until all nests within that area have become inactive. Inactive nest removal and other necessary measures shall be incorporated into the work as follows:

1. *Tree and Shrub Removal or Trimming.* Tree and shrub removal or trimming shall occur before April 1 or after August 31 if possible. If tree and shrub removal or trimming will occur between April 1 and August 31, a survey for active nests shall be conducted by the wildlife biologist within the seven days immediately prior to the beginning of work in each area of tree and shrub removal or trimming. The survey shall be conducted for each phase of tree and shrub removal or trimming.

If an active nest containing eggs or young birds is found, the tree or shrub containing the active nest shall remain undisturbed and protected until the nest becomes inactive. The nest shall be protected by placing fence (plastic) a minimum distance of 50 feet from each nest to be undisturbed. This buffer dimension may be changed if determined appropriate by the wildlife biologist and approved by the Engineer. Work shall not proceed within the fenced buffer area until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges but will be charged as contract time.

2. *Grasses and Other Vegetation Management.* Due to the potential for encountering ground nesting birds' habitat, if work occurs between April 1 and August 31, the area shall be surveyed by a wildlife biologist within the seven days immediately prior to ground disturbing activities.

The undisturbed ground cover to 50 feet beyond the planned disturbance, or to the right of way line, whichever is less, shall be maintained at a height of 6 inches or less beginning April 1 and continuing until August 31 or until the end of ground disturbance work, whichever comes first.

If birds establish a nest within the survey area, an appropriate buffer of 50 feet will be established around the nest by the CDOT biologist. This buffer dimension may be changed if determined appropriate by the CDOT biologist and approved by the Engineer. The Contractor shall install fence (plastic) at the perimeter of the buffer. Work shall not proceed within the buffer until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges but will be charged as contract time.

- (b) *Raptor Nests.* The wildlife biologist shall conduct raptor nest surveys within 0.5 mile of the construction site prior to the start of construction and prior to each construction phase. This survey can be done with binoculars. If construction activities are located within the Colorado Parks and Wildlife (CPW) recommended buffer zone for specific raptors, "NO WORK" zones shall be established around active sites during construction according to the CPW standards or as recommended by the wildlife biologist in consultation with the CPW. The "NO WORK" zone shall be marked with either fencing or signing. Work shall not proceed within a "NO WORK" zone until the wildlife biologist has determined that the young have fledged, or the nest is unoccupied.
- (c) *Work on structures.* The Contractor shall prosecute work on structures in a manner that does not result in a taking of migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall not prosecute the work on structures during the primary breeding season, April 1 through August 31, unless they take the following actions:
- (1) The Contractor shall remove existing nests prior to April 1. If the Contract is not awarded prior to April 1 and CDOT has removed existing nests, then the monitoring of nest building shall become the Contractor's responsibility upon Notice to Proceed.
 - (2) During the time that the birds are trying to build or occupy their nests, between April 1 and August 31, the Contractor shall monitor the structures at least once every three days for any nesting activity.
 - (3) If the birds have started to build any nests, they shall be removed before the nest is completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.
 - (4) Installation of netting may be used to prevent nest building. The netting shall be monitored and repaired or replaced as needed. Netting shall consist of a mesh with openings that are $\frac{3}{4}$ inch by $\frac{3}{4}$ inch or less.

If an active nest becomes established, i.e., there are eggs or young in the nest, all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied as determined by the wildlife biologist and approved by the Engineer. The Contractor shall prevent construction activity from displacing birds after they have laid their eggs and before the young have fledged.

If the project continues into the following spring, this cycle shall be repeated. When work on the structure is complete, the Contractor shall remove and properly dispose of netting used on the structure.

- (d) *Taking of a Migratory Bird.* The taking of a migratory bird shall be reported to the Engineer. The Contractor shall be responsible for all penalties levied by the U. S. Fish and Wildlife Service (USFWS) for the taking of a migratory bird.

METHOD OF MEASUREMENT

240.07 Wildlife Biologist will be measured by the actual authorized number of hours a wildlife biologist is on site performing the required tasks.

Removal of nests and netting will not be measured separately but shall be paid as Protection of Migratory Birds and paid by the actual number of man-hours spent removing inactive nests and/or placing netting. During this period, the Contractor shall submit to the Engineer each week for approval a list of the workers who removed nests and/or placed netting and the number of hours each one spent.

BASIS OF PAYMENT

240.08 The accepted quantities measured as provided above will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Wildlife Biologist	Hour
Protection of Migratory Birds	Hour

Payment for Wildlife Biologist will be full compensation for all work and materials required to complete the item, including wildlife biologist, wildlife survey, and documentation (record of nest location and protection method)

Payment for Protection of Migratory Birds will be full compensation for all work and material required for Removal of Nests, Netting, Mowing, Fence (Plastic).

END OF SPECIFICATION

REVISION OF SECTION 506 SOIL RIPRAP

Section 506 of the Standard Specifications is hereby revised for this project as follows:

Subsection 506.02 shall include the following:

Materials. Soil riprap shall be a uniform mixture of riprap, of a size as called for on the plans, with voids filled with native soil as indicated on the plans. The upper 6 inches of soil placed in the voids shall be topsoil at all locations.

Subsection 506.03 shall include the following:

Construction requirements. Soil riprap shall be placed in lifts; riprap shall be placed to a $1xD_{50}$ thickness, voids then filled with native soil material, with soil vibrated (by impact with excavator bucket or other means) or washed into the voids before the next lift of riprap is placed. The intention is to have an interlocking matrix of rock (a typical riprap placement), with only the voids filled with soil. Pre-mixing of soil and riprap is not permitted. Soil riprap shall be placed in this fashion, to the lines and grades shown in the drawings.

BASIS OF PAYMENT

Subsection 506.05 shall include the following:

The accepted work will be paid for at the contract unit price for each of the items listed below that appears in the bid schedule. Measurement and payment for soil riprap includes the total volume, including both the riprap and the soil material in the voids.

Payment shall be made under:

Pay Item	Pay Unit
Soil Riprap (12 Inch)	Cubic Yard
Soil Riprap (24 Inch)	Cubic Yard

Payment shall be made at the applicable contract unit price for Soil Riprap (xx Inch) and shall include full compensation for all labor, equipment, materials, and all other Work to compensate the installation.

END OF SPECIFICATION

REVISION OF SECTION 625 AS CONSTRUCTED SURVEY

Section 625 of the Standard Specifications is hereby revised for this project as follows:

Subsection 625.01 shall include the following:

The Contractor shall complete an as-constructed survey of the project. At a minimum, the following items shall be surveyed:

- Final earthwork grades
- Overflow channel
- Limits of riprap

END SPECIFICATION

**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised for this project as follows:

The County will not allow Janitell Road to be closed or restricted at the project site for the duration of the Work.

The Contractor and subcontractors shall equip their construction vehicles with flashing amber lights. Flashing amber light bars on vehicles and equipment shall be visible from all directions.

The Contractor shall coordinate with property owners at least seven (7) days prior to any construction activities adjacent to or within easements on their property. The Contractor shall always maintain access to all private driveways, unless otherwise directed by the Engineer. The cost of maintaining access will not be paid for separately but shall be included in the Work.

All construction vehicle ingress/egress to the limits of the project shall be along approved routes. Prior to construction, the Contractor shall submit site access plans for approval to the Engineer. Direct access to the work zone from the roadway shall only be permitted when no other approach is available and shall be properly controlled, with adequate auxiliary lanes and traffic control devices. Direct access from multiple, uncontrolled, and informal access points shall be prohibited, unless otherwise approved by the Engineer. The Contractor is advised that Janitell Road carries a consistent volume of truck traffic.

Failure to follow the approved public information, traffic control plans or correct traffic control safety deficiencies identified by either quality control or quality assurance may result in the Project Engineer issuing a Stop Work Order per Standard Specification 107.06. If a safety stop work provision has been initiated officially by CDOT's Form 105 it will remain in place until the project is brought back into compliance without exception. No additional time will be granted for failure to comply with TMP requirements.

Special Traffic Control Plan (MHT) requirements for this project are as follows:

The Contractor shall notify the Engineer a minimum of one (1) week prior to the date and time that construction is scheduled to begin or as directed by the Engineer.

Unless otherwise approved by the Project Engineer, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible.

ATSSA Quality Guidelines for Temporary Traffic Control will be used to qualify and accept all devices. Marginal devices shall be replaced within 24 hours or as approved by the Engineer. Failure to replace out of specification devices may result in a Stop Work Order as determined by the Engineer.

Any device damaged due to the Contractor's operations shall be replaced in kind or repaired by the Contractor

at no additional cost to the project.

The Contractor is restricted from storing materials, equipment, or construction traffic control devices (signs, cones, etc.) in the shoulder (clear zone).

The Contractor shall notify the Engineer within 48 hours of anticipated schedule change.

The Contractor shall refer to the below for a list of identified stakeholders needed to identify and notify of construction impacts, operation activities, etc., as directed by the Engineer. Other stakeholders groups if not previously identified in Public Information Management Project Special Provisions:

El Paso County:	Tim Stickel	Phone: (719) 337-2837	Email: timstickel@elpasoco.com
El Paso County:	Josh Palmer	Phone: (719) 502-6483	Email: JoshuaPalmer@elpasoco.com
El Paso County:	Alissa Werre	Phone: (719) 238-8080	Email: alissawerre@elpasoco.com
EMS & Fire		Phone: (719) 385-5950	
Oversized/Overweight		Phone: (719) 339-9264	

Subsection 630.18 shall include the following:

Traffic Control Management, Traffic Control Inspections and Temporary traffic control devices, materials, and equipment including but not limited to temporary pavement marking paint, barricades, vertical panels, lighting, drum channelizing devices, temporary concrete barrier, traffic cones, and construction traffic signs will not be measured and paid for separately but shall be included in the Lump Sum bid price for Construction Traffic Control. The actual quantity of devices necessary to construct the project is dependent on the phasing and scheduling developed by the Contractor and the MHTs approved by the Engineer.

Subsection 630.19 Basis of Payment shall include the following:

All costs incidental to the requirements as listed in this specification shall be included in the 630 pay items contract prices for the project and will not be paid for separately.

Payment will be made under:

Pay Item	Pay Unit
Construction Traffic Control	Lump Sum

The following, but not limited to the following, will not be measured and paid for separately but shall be included in the Work:

- (1) Flagger hand devices
- (2) Electrical power, including batteries, for all temporary lighting or warning devices
- (3) Temporary masking signs, including the covering materials and fastening devices
- (4) Placement, unmasking, removal, and masking of reduced speed limit and double fines signs
- (5) Preparation and implementation of the Traffic Management Plan

- (6) Vehicles necessary for temporary traffic control
- (7) Permitting and necessary forms, including
- (8) Coordination with El Paso County Sheriff, City of Colorado Springs Police and Colorado State Patrol
- (9) Coordination with the Engineer
- (10) General maintenance and basic repair of control measures (Rev.208.12)
- (11) Traffic Control Management
- (12) Traffic Control Inspection

END OF SPECIFICATION

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the Department's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine 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 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>Estimated Quantity</u>	<u>Amount</u>
F/A Minor Contract Revisions	F.A.	\$ 100,000
F/A Utilities	F.A.	\$ 10,000
F/A Landscaping	F.A.	\$ 5,000
F/A Erosion Control	F.A.	\$ 50,000
F/A Asbestos Removal	F.A.	\$ 15,000

*Item to be included in the bond amount

F/A Minor Contract Revisions – Consists of minor work authorized and approved by the Engineer, which is not included in the contract plans or specifications, and is necessary to accomplish the scope of work of this contract.

F/A Utilities – Consists of work needed to mitigate unknown utility conflicts authorized and approved by the Engineer, which are not included in the contract plans or specifications, and are necessary to accomplish the scope of work of this contract.

F/A Erosion Control – Consists of minor Work authorized and approved by the Engineer, which is not included in the contract plans or specifications, and is necessary to meet erosion control requirements within the scope of work of this contract.

F/A Landscaping – Consists of minor work authorized and approved by the Engineer, which is not included in the contract plans or specifications, and is necessary to perform landscaping work needed to restore the disturbed work area within the scope of work of this contract.

F/A Asbestos Removal – Consists of work to remove and dispose of the damaged and fallen pipe material in the waterway. The Contractor shall remove the pipe, and if deemed necessary, provide proper remediation of potential asbestos content as part of the disposal process.

END OF SPECIFICATION

UTILITIES

There are existing underground utilities at the project site. A Subsurface Utility Engineering investigation, in accordance with Colorado Senate Bill 18-167, was performed and is available for the Contractor.

Known utility companies with facilities in the vicinity of this project that will be affected include:

Utility Owner	Contact	Phone #	Email
Lumen / CenturyLink	Robert Tomaselli	719-248-7819	Robert.tomaselli@lumen.com
MCI/Verizon	Jared Williams	303-961-0981	Jared.williams@verizon.com
Comcast	Leo Coats	720-402-6316	Leo_coats@comcast.com
Colorado Springs Utilities gas	Seth Quayle	719-668-7567	squayle@csu.org
Colorado Springs Utilities electric	Drew Latrell	719-424-0767	dlatrell@csu.org
Xcel Energy electric	Builders Call Line	800-628-2121	BCLCO@xcelenergy.com

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with subsection 105.11 in conducting their respective operations as necessary to complete the utility work with minimum delay to the project.

The work listed below shall be performed by the Contractor in accordance with the plans and specifications and as directed by the Engineer.

A fiber optic line owned by MCI/Verizon is located under the stream bed. According to MCI/Verizon, a single 72f currently occupies a 2" HDPE in the public ROW. According to the project's bore, the line is approximately 20 feet deep below the creek bed. Correspondence with MCI/Verizon is included with the IFB. The Contractor shall pothole or carefully excavate to find the line or a minimum depth of three (3) feet below the bottom of proposed excavation prior to excavation for the Project.

Overhead electric lines are located within the temporary construction easements northeast of the Project area. The Contractor shall coordinate with CSU to mark/protect the electric lines prior to beginning the Work.

A USGS cabinet/shed and cable is located west of the north bridge abutment. The Contractor shall protect the facilities in place.

All other utilities are anticipated to be connected to the bridge and/or overhead at elevations that will not affect construction nor impact the use of Contractor's equipment.

Should any utility conflict(s) arise, it is the Contractor's responsibility to coordinate with the utility owner(s). Coordination with utility owners may include, but is not limited to, staking construction features, providing and periodically updating an accurate construction schedule which includes all utility work elements, providing written notification of upcoming required utility work elements as the construction schedule indicates, allowing the expected number of working days for utilities to complete necessary relocation work, conducting necessary utility coordination meetings, and all other necessary accommodations as directed by the Engineer. The Contractor shall keep each utility company advised of any work being done to its facility, so that the utility company can coordinate its inspections for final acceptance of the Work with the Engineer.

GENERAL:

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at (8-1-1) or 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The location of utility facilities as shown on the plan and profile sheets, and herein described, are depicted in accordance with their achieved Quality Level as defined in the American Society of Civil Engineer's document ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the Work.

END OF SPECIFICATION