

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **KRAEMER NORTH AMERICA, LLC**, a Delaware limited liability company authorized to do business in Colorado, whose address is 1 Plainview Rd, Plain, WI 53577 (“the Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The City wishes to build the Broadway Station at I-25 Multimodal & Safety Improvement Project Phase 2, Package 1, CDOT Project No. STU M320-127//23373, and Broadway Station at I-25 Multimodal & Safety Improvement Project Phase 2, Package 2, CDOT Project No. STU M320-144//24925.

**B.** The Parties entered into an Agreement dated May 15, 2023 (the “Agreement”) to provide Construction Manager/General Contractor services.

**C.** The Parties wish to amend the Agreement to add construction package 2, extend the Term, increase the Maximum Contract Amount and to make such other Amendments as are herein set forth.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 1.1 of the Agreement entitled “Project” is amended to read as follows:

1.1. **Project.** The Project as used herein shall mean:

The Broadway Station at I-25 Multimodal & Safety Improvement Project Phase 2, Package 1, and Package 2.

1.1.1 The Project includes the preconstruction and construction management services for the Broadway Station at I-25 Multimodal & Safety Improvement Project Phase 2, Packages 1 and 2 and the surrounding site work.

1.1.2 The Project is located at the Broadway and Interstate I-25 interchange in Denver, Colorado (the “Project Site”).

1.1.3 The details of the Project are more particularly set forth in the Construction Documents that include the drawings, and specifications prepared by the Designer for CDOT Project No. STU M320-127//23373 and CDOT Project No. STU M320-144//24925 (the “Design Documents”) and Contractor’s GMP Proposals dated **November 7, 2022**, updated on **January 10, 2023** for Package 1, and **February 8, 2024** for Package 2 (the “GMP Proposal”).

2. All references to “...Exhibit E...” in the existing Agreement shall be amended to read: “...Exhibit E and E-1...” As applicable. **Exhibit E-1**, the Payment and Performance Bond rider, is attached and incorporated to the Agreement.

3. All references to “...Exhibit J...” in the existing Agreement shall be amended to read: “...Exhibit J and J-1...” As applicable. **Exhibit J-1**, the Contract Documents, are incorporated to the Agreement by reference.

4. All references to “...Exhibit M...” in the existing Agreement shall be amended to read: “...Exhibit M and M-1...” as applicable. **Exhibit M-1** the GMP Proposal is attached and incorporated to the Agreement.

5. All references to “...Exhibit Q...” in the existing Agreement shall be amended to read: “...Exhibit Q and Q-1...” as applicable. **Exhibit Q-1** the GMP Proposal is attached and incorporated to the Agreement.

6. All references to “...Exhibit R...” in the existing Agreement shall be amended to read: “...Exhibit R and R-1...” as applicable. **Exhibit R-1**, CDOT Forms, is attached and incorporated to the Agreement.

7. Section 6.2 of the Agreement entitled “**Construction Time.**”, is amended to read as follows:

“**6.2. Construction Time.** The term “Construction Time” is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Construction Time for Package 1 shall be three hundred and thirty (330) days. The Construction Time for Package 2 shall be six hundred and fifty-five (655) days.

8. Section 8.3 of the Agreement entitled “**Contractor’s Fee.**”, is amended to read as follows:

“ **8.3 Contractor’s Fee.** Subject to the terms of General Conditions 908 and 909 of the General Contract Conditions (**Exhibit A**), the Contractor’s Fee (the “Contractor’s Fee”) to be paid to the Contractor and included in the GMP for Package 1 shall be a lump sum of **ONE MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED NINETY EIGHT DOLLARS AND NINETY SEVEN CENTS (\$1,588,598.97)**, payable in progress installments pursuant to the agreed upon management price percent of ten (10) percent per invoice submitted to the City and contingent upon work completed and approved by the Project Manager.

The Contractor’s Fee (the “Contractor’s Fee”) to be paid to the Contractor and included in the GMP for Package 2 shall be a lump sum of **TWO MILLION THREE HUNDRED THIRTY THOUSAND FOUR HUNDRED EIGHTY FOUR DOLLARS AND SEVENTEEN CENTS (\$2,330,484.17)**, payable in progress installments pursuant to the agreed upon management price percent of ten (10) percent per invoice submitted to the City and contingent upon work completed and approved by the Project Manager.

9. Section 8.4 of the Agreement entitled “**Guaranteed Maximum Price.**”, Subsection 8.4.1 is amended to read as follows:

“**8.4.1** Guaranteed Maximum Price. The City agrees to pay the Contractor, and the Contractor agrees to accept, the not to exceed sum of **FOURTY-FOUR MILLION EIGHT HUNDRED NINETY-EIGHT THOUSAND NINETEEN DOLLARS AND TWENTY-SEVEN CENTS (\$44,898,019.27)** as the GMP for both construction packages, for which the Contractor will perform all Work necessary to complete the Project. The GMP is subject to the qualifications, clarifications, assumptions, exclusions and allowances in the GMP Proposal. The GMP is subject to adjustments as provided in the Contract Documents. The GMP includes Contractor’s Fee.”

10. Section 8.4.3 of the Agreement entitled “Measurement and Payment”, is amended to read as follows:

“**8.4.3 Measurement and Payment.** Contractor shall accept payment at the original contract unit prices for the installed and accepted quantities of work up to the original quantities shown in the GMP Proposal. Quantity overruns are not paid,

except for items that are defined in Revision to Section 109 of the Standard Specifications includes within the Technical Specifications. Payment for Package 1 is based on 262 pay items (201-00000 through 700-99991), and payment for Package 2 is based on 330 pay items (201-00000 through 700-71009).”

11. Section 8.6 of the Agreement entitled “**Construction Contract Amount and Funding.**”, is amended to read as follows:

“**8.6 Construction Contract Amount and Funding.** In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Construction Contract shall not exceed **FOURTY-FOUR MILLION EIGHT HUNDRED NINETY-EIGHT THOUSAND NINETEEN DOLLARS AND TWENTY-SEVEN CENTS (\$44,898,019.27)**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City’s liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The Parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.”

12. Section 10.12 of the Agreement entitled “**Appropriation.**”, is amended to read as follows:

“**10.12 Appropriation.** Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract **FOURTY-FOUR MILLION EIGHT HUNDRED NINETY-EIGHT THOUSAND NINETEEN DOLLARS AND TWENTY-SEVEN CENTS (\$44,898,019.27)** have been appropriated for this Construction Contract. The Executive Director of the Department of Transportation & Infrastructure, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.”

13. As herein amended, the Agreement is affirmed and ratified in each and every particular.

14. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** DOTI-202472945-01 (202366871-01)  
**Contractor Name:** Kraemer North America, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202472945-01 (202366871-01)  
Kraemer North America, LLC

By: DocuSigned by:  
*Timothy Maloney*  
A17D36DAB3AF456... \_\_\_\_\_

Name: Timothy Maloney  
(please print)

Title: Senior Vice President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# EXHIBIT E-1

## Bond Rider



# Exhibit E-1

## RIDER

To be attached to and form part of:

**Bond Number**                    **9412628, K41600950, 30178720, 070217944**

**issued by the**                    **Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, Liberty Mutual Insurance Company**

**in the amount of**                **Eighteen Million Two Hundred Thirty-Two Thousand One Hundred Ninety-One and 69/100 Dollars (\$18,232,191.69)**

**on behalf of**                    **Kraemer North America, LLC**  
**(Principal)**

**and in favor of**                **City and County of Denver**  
**(Obligee)**

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**Increase the Bond Amount by \$26,665,827.58:**

**FROM:                    Eighteen Million Two Hundred Thirty-Two Thousand One Hundred Ninety-One and 69/100 Dollars (\$18,232,191.69)**

**TO:                        Forty-Four Million Eight Hundred Ninety-Eight Thousand Nineteen and 27/100 Dollars (\$44,898,019.27)**


It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

Signed, Sealed & Dated this 18th day of April 2024.

**Kraemer North America, LLC**  
**(Principal)**

By:  \_\_\_\_\_

**Zurich American Insurance Company**  
**Federal Insurance Company**  
**The Continental Insurance Company**  
**Liberty Mutual Insurance Company**  
**(Surety)**

By:  \_\_\_\_\_  
Jessica L. Nowlin, Attorney-in-Fact



# Exhibit E-1

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of San Francisco )

On APR 18 2024, before me, Patricia Arana, Notary Public, personally appeared Jessica L. Nowlin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature:   
Patricia Arana, Notary Public

# Exhibit E-1

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jessica L. Nowlin**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of August, A.D. 2023.



By: *Robert D. Murray*  
Vice President

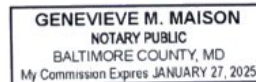
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 23<sup>rd</sup> day of August, A D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



# Exhibit E-1

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_ APR 18 2024.



Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

# Exhibit E-1



## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Michael J. Heffernan, Jessica L. Nowlin, Michael E. Sheahan, Richard S. Svec, Anna Sweeten and Ian Wright of San Jose, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 29<sup>th</sup> day of July, 2022.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 29<sup>th</sup> day of July, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

APR 16 2024



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT  
Telephone: (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Exhibit E-1

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Lawrence Alvarado, Jessica L Nowlin, John Gilliland, John T. Lettieri, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.

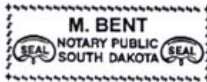


The Continental Insurance Company

Paul T. Bruflat
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of

APR 18 2024



The Continental Insurance Company

D. Johnson
Assistant Secretary

Form F6850-4/2012

# Exhibit E-1

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”





# Exhibit E-1



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8205005-985582

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica L. Nowlin, John D. Gilliland, John T. Lettieri, William Phillips, Jr.

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 10th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of APR 18 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



EXHIBIT J-1  
Construction Documents  
for M320-144  
Incorporated by  
Reference

## EXHIBIT M-1

Contractor's Guaranteed  
Maximum Price (GMP)  
for M320-144 (24925)

## Exhibit M-1

24925 Broadway Station at I-25 Phase 2 Package 2  
KNA CAP Final Pricing

2/8/2024

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	KNA Pricing	
				UNIT PRICE	COST
201-00000	CLEARING AND GRUBBING	LS	1.00	\$ 17,395.95	\$ 17,395.95
202-00010	REMOVAL OF TREE	EA	30.00	\$ 481.45	\$ 14,443.50
202-00019	REMOVAL OF INLET	EA	17.00	\$ 1,795.55	\$ 30,524.35
202-00021	REMOVAL OF MANHOLE	EA	4.00	\$ 2,716.86	\$ 10,867.44
202-00030	REMOVAL OF WATER SERVICE	EA	1.00	\$ 1,335.00	\$ 1,335.00
202-00032	REMOVAL OF VALVE	EA	6.00	\$ 815.00	\$ 4,890.00
202-00035	REMOVAL OF PIPE	LF	1,213.00	\$ 117.42	\$ 142,430.46
202-00055	REMOVAL OF FIBER OPTIC CABLE	LF	2,500.00	\$ 1.00	\$ 2,500.00
202-00190	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	SY	1,779.00	\$ 28.45	\$ 50,612.55
202-00200	REMOVAL OF SIDEWALK	SY	2,996.00	\$ 19.95	\$ 59,770.20
202-00201	REMOVAL OF CURB	LF	671.00	\$ 12.96	\$ 8,696.16
202-00202	REMOVAL OF GUTTER	LF	177.00	\$ 26.97	\$ 4,773.69
202-00203	REMOVAL OF CURB AND GUTTER	LF	5,698.00	\$ 12.97	\$ 73,903.06
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	338.00	\$ 39.92	\$ 13,492.96
202-00209	REMOVAL OF SIDEWALK (SPECIAL)	SY	160.00	\$ 62.91	\$ 10,065.60
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	12,401.00	\$ 23.11	\$ 286,587.11
202-00220	REMOVAL OF ASPHALT MAT	SY	13,870.00	\$ 19.84	\$ 275,180.80
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	1,926.00	\$ 8.40	\$ 16,178.40
202-00250	REMOVAL OF PAVEMENT MARKING	SF	28,314.00	\$ 1.00	\$ 28,314.00
202-00425	REMOVAL OF BRIDGE RAILING	LF	140.00	\$ 65.64	\$ 9,189.60
202-00495	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	LS	1.00	\$ 58,628.26	\$ 58,628.26
202-00503	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	SY	104.00	\$ 64.86	\$ 6,745.44
202-00700	REMOVAL OF LIGHT STANDARD	EA	1.00	\$ 800.00	\$ 800.00
202-00705	REMOVAL OF LIGHT STANDARD FOUNDATION	EA	1.00	\$ 1,200.00	\$ 1,200.00
202-00805	REMOVAL OF OVERHEAD SIGN STRUCTURE	EA	1.00	\$ 9,365.45	\$ 9,365.45
202-00810	REMOVAL OF GROUND SIGN	EA	49.00	\$ 250.00	\$ 12,250.00
202-00821	REMOVAL OF SIGN PANEL	EA	11.00	\$ 450.00	\$ 4,950.00
202-00825	REMOVAL OF FLASHING BEACON	EA	1.00	\$ 1,050.00	\$ 1,050.00
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LS	1.00	\$ 50,000.00	\$ 50,000.00
202-01000	REMOVAL OF FENCE	LF	1,613.00	\$ 6.65	\$ 10,726.45
202-01035	REMOVAL OF GATE	EA	1.00	\$ 210.00	\$ 210.00
202-01140	REMOVAL OF GUARDRAIL TYPE 4	LF	51.00	\$ 19.32	\$ 985.32
202-01170	REMOVAL OF GUARDRAIL TYPE 7	LF	19.00	\$ 80.28	\$ 1,525.32
202-04001	PLUG CULVERT	EA	7.00	\$ 2,309.57	\$ 16,166.99
202-04005	CLEAN VALVE BOX	EA	24.00	\$ 350.53	\$ 8,412.72
202-04008	CLEAN CULVERT	LF	1,653.00	\$ 21.89	\$ 36,184.17
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	9,984.00	\$ 62.47	\$ 623,700.48
203-00050	UNSUITABLE MATERIAL	CY	100.00	\$ 117.47	\$ 11,747.00
203-01510	BACKHOE	HR	20.00	\$ 198.63	\$ 3,972.60
203-01590	FRONT END LOADER (RUBBER TIRE)	HR	20.00	\$ 158.69	\$ 3,173.80
203-01597	POTHOLING	HR	600.00	\$ 317.17	\$ 190,302.00
206-00000	STRUCTURE EXCAVATION	CY	158.00	\$ 87.84	\$ 13,878.72
206-00050	STRUCTURE BACKFILL (SPECIAL)	CY	1,681.00	\$ 27.66	\$ 46,496.46
206-00065	STRUCTURE BACKFILL (FLOW-FILL)	CY	51.00	\$ 181.44	\$ 9,253.44
206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	1,803.00	\$ 72.31	\$ 130,374.93
206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	67.00	\$ 81.11	\$ 5,434.37
207-00205	TOPSOIL	CY	594.00	\$ 76.24	\$ 45,286.56
208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	1,840.00	\$ 5.75	\$ 10,580.00
208-00004	SILT BERM	LF	100.00	\$ 50.00	\$ 5,000.00
208-00035	AGGREGATE BAG	LF	1,450.00	\$ 9.00	\$ 13,050.00
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 1)	EA	6.00	\$ 7,164.38	\$ 42,986.28
208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	282.00	\$ 9.00	\$ 2,538.00
208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EA	34.00	\$ 205.00	\$ 6,970.00
208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	EA	8.00	\$ 155.00	\$ 1,240.00
208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	EA	6.00	\$ 16,716.34	\$ 100,298.04
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HR	150.00	\$ 68.82	\$ 10,323.00
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HR	100.00	\$ 175.37	\$ 17,537.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	HR	1,000.00	\$ 148.00	\$ 148,000.00
208-00107	REMOVAL OF TRASH	HR	75.00	\$ 75.49	\$ 5,661.75
208-00200	EROSION CONTROL MANAGEMENT	LS	1.00	\$ 179,649.76	\$ 179,649.76

## Exhibit M-1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	KNA Pricing	
				UNIT PRICE	COST
210-00810	RESET GROUND SIGN	EA	3.00	\$ 600.00	\$ 1,800.00
210-00848	RESET TRAFFIC SIGNAL CONTROLLER AND CABINET	EA	1.00	\$ 10,000.00	\$ 10,000.00
210-01000	RESET FENCE	LF	462.00	\$ 47.25	\$ 21,829.50
210-04000	MODIFY STRUCTURE (SPECIAL)(MONITORING WELL)	EA	11.00	\$ 1,400.00	\$ 15,400.00
210-04010	ADJUST MANHOLE	EA	17.00	\$ 1,807.56	\$ 30,728.52
210-04015	MODIFY MANHOLE	EA	1.00	\$ 10,865.45	\$ 10,865.45
210-04050	ADJUST VALVE BOX	EA	24.00	\$ 1,231.31	\$ 29,551.44
210-04060	ADJUST WATER METER	EA	3.00	\$ 7,275.12	\$ 21,825.36
210-99999	RESET BOULDER	EA	8.00	\$ 353.63	\$ 2,829.04
212-00050	SOD	SF	7,678.00	\$ 0.90	\$ 6,910.20
212-00701	COMPOST (MECHANICALLY APPLIED)	CY	31.00	\$ 74.90	\$ 2,321.90
212-00703	HUMATE	LB	71.00	\$ 0.42	\$ 29.82
212-00704	MYCORRHIZAE	LB	19.00	\$ 10.16	\$ 193.04
212-00706	SEEDING (NATIVE) DRILL	AC	0.38	\$ 3,575.00	\$ 1,358.50
212-00708	SEEDING (NATIVE) BROADCAST	AC	0.09	\$ 7,250.00	\$ 652.50
213-00003	MULCHING (WEED FREE)	AC	0.47	\$ 2,850.00	\$ 1,339.50
213-00005	MULCHING DECORATIVE	CF	268.00	\$ 13.25	\$ 3,551.00
213-00061	MULCH TACKIFIER	LB	47.00	\$ 14.00	\$ 658.00
213-00067	ROCK MULCH (WEED FREE)	SF	3,420.00	\$ 10.52	\$ 35,978.40
213-00150	BONDED FIBER MATRIX	AC	1.00	\$ 5,147.41	\$ 5,147.41
213-00700	LANDSCAPE BOULDER	EA	46.00	\$ 453.60	\$ 20,865.60
214-00008	EXTENDED LANDSCAPE PRESERVATION	LS	1.00	\$ 39,450.48	\$ 39,450.48
214-00225	DECIDUOUS TREE (2.5" CALIPER)	EA	47.00	\$ 1,218.00	\$ 57,246.00
214-00350	PLANTING (SHRUB 5 GALLON CONTAINER)	EA	202.00	\$ 79.95	\$ 16,149.90
214-00910	PLANTING (PERENNIAL 1 GALLON CONTAINER)	EA	128.00	\$ 16.15	\$ 2,067.20
214-00950	PLANTING (PERENNIAL 5 GALLON CONTAINER)	EA	42.00	\$ 53.15	\$ 2,232.30
217-00020	HERBICIDE TREATMENT	HR	40.00	\$ 260.00	\$ 10,400.00
250-00010	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	LS	1.00	\$ 3,400.00	\$ 3,400.00
250-00050	MONITORING TECHNICIAN	HR	40.00	\$ 125.00	\$ 5,000.00
250-00099	MONITORING TECHNICIAN (HAZWOPER)	HR	40.00	\$ 125.00	\$ 5,000.00
250-00110	HEALTH AND SAFETY OFFICER	HR	200.00	\$ 150.00	\$ 30,000.00
250-00120	MATERIAL SAMPLING AND DELIVERY	EA	20.00	\$ 795.00	\$ 15,900.00
250-00200	MATERIAL HANDLING (STOCKPILE)	CY	824.00	\$ 31.09	\$ 25,618.16
250-00210	SOLID WASTE DISPOSAL	CY	824.00	\$ 29.50	\$ 24,308.00
250-00220	HAZARDOUS WASTE DISPOSAL	CY	824.00	\$ 250.00	\$ 206,000.00
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TN	7,719.00	\$ 56.45	\$ 435,737.55
306-01000	RECONDITIONING	SY	23,252.00	\$ 7.95	\$ 184,853.40
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TN	300.00	\$ 332.55	\$ 99,765.00
403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TN	1,897.00	\$ 152.90	\$ 290,051.30
403-34841	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-22)	TN	1,101.00	\$ 142.45	\$ 156,837.45
412-00800	CONCRETE PAVEMENT (8 INCH)	SY	1,119.00	\$ 95.01	\$ 106,316.19
412-00950	CONCRETE PAVEMENT (9.5 INCH)	SY	3,823.00	\$ 111.60	\$ 426,646.80
412-01050	CONCRETE PAVEMENT (10-1/2 INCH)	SY	16,066.00	\$ 115.77	\$ 1,859,960.82
412-01060	CONCRETE PAVEMENT (10-1/2 INCH) (FAST TRACK)	SY	2,044.00	\$ 152.12	\$ 310,933.28
412-01065	CONCRETE PAVEMENT (10-1/2 INCH)(SPECIAL)	SY	61.00	\$ 158.54	\$ 9,670.94
420-00000	GEOMEMBRANE	SY	1,319.00	\$ 17.01	\$ 22,436.19
503-00018	DRILLED SHAFT (18 INCH)	LF	12.00	\$ 410.00	\$ 4,920.00
503-00024	DRILLED SHAFT (24 INCH)	LF	154.00	\$ 475.00	\$ 73,150.00
503-00036	DRILLED SHAFT (36 INCH)	LF	162.00	\$ 800.00	\$ 129,600.00
503-00048	DRILLED SHAFT (48 INCH)	LF	86.00	\$ 1,078.17	\$ 92,722.62
503-00054	DRILLED SHAFT (54 INCH)	LF	50.00	\$ 1,214.52	\$ 60,726.00
504-08051	CONCRETE WALL (SITE)	CY	34.00	\$ 2,950.05	\$ 100,301.70
504-08052	CONCRETE WALL (SEAT)	CY	19.00	\$ 2,839.26	\$ 53,945.94
506-00001	RIPRAP (COBBLE STONE PAVING)	CY	560.00	\$ 511.69	\$ 286,546.40
601-03000	CONCRETE CLASS D	CY	5.00	\$ 3,929.53	\$ 19,647.65
601-03050	CONCRETE CLASS D (WALL)	CY	79.00	\$ 2,083.05	\$ 164,560.95
601-03056	CONCRETE CLASS DF	CY	62.00	\$ 1,805.78	\$ 111,958.36
601-40300	STRUCTURAL CONCRETE COATING	SY	257.00	\$ 30.00	\$ 7,710.00
602-00000	REINFORCING STEEL	LB	1,151.00	\$ 1.37	\$ 1,576.87
602-00020	REINFORCING STEEL (EPOXY COATED)	LB	17,325.00	\$ 1.46	\$ 25,294.50
603-00002	CONNECTION TO BRICK STORM SEWER	EA	2.00	\$ 3,247.19	\$ 6,494.38
603-01155	15 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	85.00	\$ 341.16	\$ 28,998.60
603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,050.00	\$ 282.22	\$ 296,331.00
603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	17.00	\$ 555.76	\$ 9,447.92

## Exhibit M-1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	KNA Pricing	
				UNIT PRICE	COST
603-10180	18 INCH CORRUGATED STEEL PIPE	LF	186.00	\$ 193.59	\$ 36,007.74
603-50004	4 INCH PLASTIC PIPE	LF	55.00	\$ 149.21	\$ 8,206.55
604-15005	INLET TYPE 14 L6 (5 FOOT)	EA	3.00	\$ 16,068.73	\$ 48,206.19
604-15010	INLET TYPE 14 L6 (10 FOOT)	EA	4.00	\$ 16,363.13	\$ 65,452.52
604-16000	INLET TYPE 16 VALLEY (5 FOOT)	EA	3.00	\$ 12,979.99	\$ 38,939.97
604-16005	INLET TYPE 16 (5 FOOT)	EA	8.00	\$ 13,520.36	\$ 108,162.88
604-16010	INLET TYPE 16 (10 FOOT)	EA	3.00	\$ 15,056.03	\$ 45,168.09
604-16510	INLET TYPE 16 (DOUBLE)(10 FOOT)	EA	1.00	\$ 15,492.94	\$ 15,492.94
604-25005	VANE GRATE INLET (5 FOOT)	EA	3.00	\$ 13,247.41	\$ 39,742.23
604-25010	VANE GRATE INLET (10 FOOT)	EA	3.00	\$ 15,626.00	\$ 46,878.00
604-30055	TYPE C MANHOLE (5 FOOT)	EA	3.00	\$ 10,213.00	\$ 30,639.00
604-30060	TYPE C MANHOLE (10 FOOT)	EA	6.00	\$ 10,282.92	\$ 61,697.52
604-31060	TYPE B MANHOLE (10 FOOT)	EA	3.00	\$ 33,693.57	\$ 101,080.71
604-83102	2 INCH PLASTIC PIPE SEWER (POLYVINYLCHLORIDE)	LF	215.00	\$ 60.00	\$ 12,900.00
606-00910	GUARDRAIL TYPE 9 (STYLE CA)	LF	67.00	\$ 222.47	\$ 14,905.49
606-00930	GUARDRAIL TYPE 9 (STYLE CD)	LF	776.00	\$ 139.62	\$ 108,345.12
606-00940	GUARDRAIL TYPE 9 (STYLE CE)	LF	384.00	\$ 347.74	\$ 133,532.16
606-01370	TRANSITION TYPE 3G	EA	2.00	\$ 4,175.00	\$ 8,350.00
606-01372	TRANSITION TYPE GR9-GR3	EA	2.00	\$ 5,800.00	\$ 11,600.00
606-01403	TRANSITION TYPE BR9-GR9	EA	1.00	\$ 6,752.92	\$ 6,752.92
606-01408	TRANSITION TYPE BR7-BR9	EA	1.00	\$ 15,173.15	\$ 15,173.15
606-02003	END ANCHORAGE (NONFLARED)	EA	2.00	\$ 4,445.00	\$ 8,890.00
606-10900	BRIDGE RAIL TYPE 9	LF	125.00	\$ 414.06	\$ 51,757.50
606-99999	GUARDRAIL TYPE 9 (STYLE CA) (SPECIAL)	LF	19.00	\$ 284.29	\$ 5,401.51
607-00005	END POST	EA	1.00	\$ 350.00	\$ 350.00
607-11525	FENCE (PLASTIC)	LF	1,830.00	\$ 2.50	\$ 4,575.00
607-53137	FENCE CHAIN LINK (SPECIAL) (36 INCH)	LF	140.00	\$ 63.06	\$ 8,828.40
607-99999	SWING GATE	EA	1.00	\$ 19,480.00	\$ 19,480.00
608-00005	CONCRETE SIDEWALK (6 INCH)(FINISH)(TYPE 1)	SY	191.00	\$ 67.42	\$ 12,877.22
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	4,835.00	\$ 70.51	\$ 340,915.85
608-00007	CONCRETE SIDEWALK (6 INCH)(FINISH)(TYPE 2)	SY	11.00	\$ 67.42	\$ 741.62
608-00008	CONCRETE BAND	SY	69.00	\$ 484.57	\$ 33,435.33
608-00010	CONCRETE CURB RAMP	SY	707.00	\$ 233.66	\$ 165,197.62
608-00050	BRICK PAVERS	SF	92.00	\$ 128.80	\$ 11,849.60
608-00060	STONE PAVERS (ENGRAVE)	SF	52.00	\$ 326.40	\$ 16,972.80
608-00061	STONE PAVER (SIGN PNELTSTNE CURB & PAVER)	SF	15.00	\$ 800.01	\$ 12,000.15
608-00062	STONE PAVER (WALL)	LF	230.00	\$ 669.76	\$ 154,044.80
609-00000	CURB (SPECIAL)	LF	37.00	\$ 153.71	\$ 5,687.27
609-20010	CURB TYPE 2 (SECTION B)	LF	1,190.00	\$ 31.12	\$ 37,032.80
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	1,179.00	\$ 35.26	\$ 41,571.54
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	5,479.00	\$ 37.72	\$ 206,667.88
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	29.00	\$ 90.80	\$ 2,633.20
609-24004	GUTTER TYPE 2 (4 FOOT)	LF	95.00	\$ 61.63	\$ 5,854.85
609-99998	CURB AND GUTTER TYPE 2 (SECTION I-B) (SPECIAL)	LF	1,180.00	\$ 42.15	\$ 49,737.00
609-99999	CURB AND GUTTER TYPE 2 (SECTION II-B) (SPECIAL)	LF	621.00	\$ 48.37	\$ 30,037.77
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	SF	3,579.00	\$ 22.40	\$ 80,169.60
610-00052	MEDIAN COVER (STABILIZED CRUSHED STONE)	SF	22,801.00	\$ 8.65	\$ 197,228.65
612-00260	LOCATION MARKER (FIBER OPTIC)(DOME)	EA	3.00	\$ 250.00	\$ 750.00
612-99999	TUBULAR MARKER(SM)(SURFACE MOUNT)	EA	42.00	\$ 210.77	\$ 8,852.34
613-00029	2 INCH HDPE CONDUIT	LF	270.00	\$ 30.00	\$ 8,100.00
613-00030	2 INCH HDPE CONDUIT (BORED)	LF	775.00	\$ 35.00	\$ 27,125.00
613-00033	4 INCH HDPE CONDUIT	LF	95.00	\$ 34.00	\$ 3,230.00
613-00034	4 INCH HDPE CONDUIT (BORED)	LF	625.00	\$ 55.00	\$ 34,375.00
613-00102	1 INCH ELECTRICAL CONDUIT (GALVANIZED RIGID CONDUIT (SPECIAL)	LF	320.00	\$ 55.00	\$ 17,600.00
613-00150	1-1/2 INCH ELECTRICAL CONDUIT	LF	1,205.00	\$ 30.00	\$ 36,150.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	2,920.00	\$ 35.00	\$ 102,200.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	4,125.00	\$ 40.00	\$ 165,000.00
613-00400	4 INCH ELECTRICAL CONDUIT	LF	50.00	\$ 300.00	\$ 15,000.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	6,980.00	\$ 30.00	\$ 209,400.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	1,320.00	\$ 40.00	\$ 52,800.00
613-07000	COMM HANDHOLE (FIBER PULLBOX) - 13"X24"X18"	EA	1.00	\$ 2,200.00	\$ 2,200.00
613-07002	TYPE TWO PULL BOX	EA	4.00	\$ 1,700.00	\$ 6,800.00
613-07003	TYPE THREE PULL BOX	EA	1.00	\$ 2,300.00	\$ 2,300.00

## Exhibit M-1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	KNA Pricing	
				UNIT PRICE	COST
613-07005	TYPE FIVE PULL BOX	EA	1.00	\$ 4,525.00	\$ 4,525.00
613-07006	PULL BOX (TYPE A)	EA	5.00	\$ 1,600.00	\$ 8,000.00
613-07007	PULL BOX (TYPE B)	EA	28.00	\$ 1,900.00	\$ 53,200.00
613-07008	PULL BOX (TYPE C)	EA	3.00	\$ 3,300.00	\$ 9,900.00
613-07010	PULL BOX (SURFACE MOUNTED)	EA	1.00	\$ 1,200.00	\$ 1,200.00
613-07011	PULL BOX (11"X18"X12")	EA	38.00	\$ 1,500.00	\$ 57,000.00
613-07012	SURFACE MOUNTED CAMERA ENCLOSURE - 12"X12"X6"	EA	8.00	\$ 1,600.00	\$ 12,800.00
613-07023	PULL BOX (24"X36"X24")	EA	3.00	\$ 2,700.00	\$ 8,100.00
613-07024	FIELD DIST PANEL-24"X24"X10" W/ SUBPANEL AND GROUNDING	EA	1.00	\$ 11,500.00	\$ 11,500.00
613-10000	WIRING	LS	1.00	\$ 130,000.00	\$ 130,000.00
613-10001	WIRING (TRAFFIC SIGNAL)	LS	1.00	\$ 110,000.00	\$ 110,000.00
613-10002	WIRING (RAMP METER)	LS	1.00	\$ 18,240.00	\$ 18,240.00
613-13013	LUMINAIRE (LED)(13,000 LUMENS)	EA	18.00	\$ 3,200.00	\$ 57,600.00
613-13014	LUMINAIRE (LED) (14,000 LUMENS)	EA	18.00	\$ 800.00	\$ 14,400.00
613-13025	LUMINAIRE (LED) (25,000 LUMENS)	EA	19.00	\$ 1,175.00	\$ 22,325.00
613-30005	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	EA	20.00	\$ 7,250.00	\$ 145,000.00
613-32350	LIGHT STANDARD STEEL (35 FOOT)	EA	18.00	\$ 7,100.00	\$ 127,800.00
613-40010	LIGHT STANDARD FOUNDATION	EA	38.00	\$ 3,500.00	\$ 133,000.00
613-80130	SERVICE METER CABINET	EA	6.00	\$ 11,500.00	\$ 69,000.00
614-00011	SIGN PANEL (CLASS I)	SF	999.00	\$ 26.00	\$ 25,974.00
614-00012	SIGN PANEL (CLASS II)	SF	98.00	\$ 35.00	\$ 3,430.00
614-00013	SIGN PANEL (CLASS III)	SF	684.00	\$ 45.00	\$ 30,780.00
614-00216	STEEL SIGNPOST (2X2 INCH TUBING)	LF	451.00	\$ 16.00	\$ 7,216.00
614-01585	STEEL SIGN SUPPORT (2-1/2 INCH ROUND SCH 80) (POST)	LF	315.00	\$ 41.25	\$ 12,993.75
614-01588	STEEL SIGN SUPPORT (2-1/2 INCH ROUND SCH 80)(SLIPBASE)	EA	27.00	\$ 150.00	\$ 4,050.00
614-10160	SIGNAL HEAD BACKPLATES	EA	41.00	\$ 225.00	\$ 9,225.00
614-32000	MONOTUBE OVERHEAD SIGN CANTILEVER (20 INCH DIAMETER)	EA	1.00	\$ 48,524.19	\$ 48,524.19
614-32400	MONOTUBE OVERHEAD SIGN CANTILEVER (24 INCH DIAMETER)	EA	1.00	\$ 55,677.47	\$ 55,677.47
614-42400	MONOTUBE OVERHEAD SIGN BRIDGE (24 INCH DIAMETER)	EA	1.00	\$ 124,632.43	\$ 124,632.43
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	32.00	\$ 950.00	\$ 30,400.00
614-70225	TRAFFIC SIGNAL FACE (12-12)	EA	2.00	\$ 1,200.00	\$ 2,400.00
614-70324	TRAFFIC SIGNAL FACE (8-8-8)	EA	1.00	\$ 1,525.00	\$ 1,525.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	76.00	\$ 1,275.00	\$ 96,900.00
614-70348	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	2.00	\$ 1,550.00	\$ 3,100.00
614-72765	TRAFFIC SIGNAL (24 INCH X 24 INCH BLANK OUT LED SIGN)	EA	1.00	\$ 7,100.00	\$ 7,100.00
614-72855	TRAFFIC SIGNAL CONTROLLER CABINET	EA	4.00	\$ 45,000.00	\$ 180,000.00
614-72860	PEDESTRIAN PUSH BUTTN	EA	31.00	\$ 625.00	\$ 19,375.00
614-72863	PEDESTRIAN PUSH BUTTN POST ASSEMBLY	EA	2.00	\$ 2,500.00	\$ 5,000.00
614-72866	FIRE PREEMPTION UNIT AND TIMER	EA	12.00	\$ 3,625.00	\$ 43,500.00
614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EA	15.00	\$ 11,500.00	\$ 172,500.00
614-72887	MICROWAVE VEHICLE RADAR DETECTOR	EA	3.00	\$ 14,500.00	\$ 43,500.00
614-72892	SIGNAL CABLE - 18/2 (SPARE LV CAMERA POWER CABLING)	LF	1,000.00	\$ 15.00	\$ 15,000.00
614-72893	SIGNAL CABLE - CATEGORY 6 CABLE	LF	1,000.00	\$ 15.00	\$ 15,000.00
614-72894	EMERGENCY PHONE - GAI-TRONICS 397-003 W/ TOWER	EA	1.00	\$ 15,500.00	\$ 15,500.00
614-80000	FLASHING BEACON	EA	2.00	\$ 4,000.00	\$ 8,000.00
614-81000	TRAFFIC SIGNAL-LIGHT POLE STEEL	EA	6.00	\$ 5,000.00	\$ 30,000.00
614-81125	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-25 FOOT MAST ARM)	EA	2.00	\$ 21,000.00	\$ 42,000.00
614-81130	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-30 FOOT MAST ARM)	EA	2.00	\$ 21,250.00	\$ 42,500.00
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EA	4.00	\$ 21,500.00	\$ 86,000.00
614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	EA	4.00	\$ 23,500.00	\$ 94,000.00
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EA	1.00	\$ 24,750.00	\$ 24,750.00
614-81160	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-60 FOOT MAST ARM)	EA	1.00	\$ 61,750.00	\$ 61,750.00
614-81165	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-65 FOOT MAST ARM)	EA	1.00	\$ 64,000.00	\$ 64,000.00
614-81175	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-75 FOOT MAST ARM)	EA	1.00	\$ 74,000.00	\$ 74,000.00
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EA	2.00	\$ 4,000.00	\$ 8,000.00
614-84100	TRAFFIC SIGNAL PEDESTAL POLE ALUMINUM	EA	18.00	\$ 1,800.00	\$ 32,400.00
614-86105	TELEMETRY (FIELD)	EA	4.00	\$ 5,000.00	\$ 20,000.00
614-86250	RAMP METERING CONTROLLER	EA	1.00	\$ 21,500.00	\$ 21,500.00
614-86800	UNINTERRUPTED POWER SUPPLY	EA	4.00	\$ 7,000.00	\$ 28,000.00
614-87010	FIBER OPTIC CABLE (SINGLE MODE) (12 FIBER)	LF	2,760.00	\$ 7.00	\$ 19,320.00
614-87012	FIBER OPTIC TERMINATION PANEL	EA	1.00	\$ 3,350.00	\$ 3,350.00
614-87096	FIBER OPTIC TERMINATION PANEL (96 STRAND)	EA	1.00	\$ 3,900.00	\$ 3,900.00
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC SURVEILLANCE)	EA	4.00	\$ 6,450.00	\$ 25,800.00

## Exhibit M-1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	KNA Pricing	
				UNIT PRICE	COST
614-87334	CAMERA - AXIS Q6075 PTZ (MOUNTED WITH Q6010)	EA	3.00	\$ 11,000.00	\$ 33,000.00
614-87335	CAMERA - AXIS Q6010-E (01981-001) MULTI-SENSOR	EA	9.00	\$ 6,800.00	\$ 61,200.00
614-87350	TEST FIBER OPTIC CABLE	LS	1.00	\$ 10,000.00	\$ 10,000.00
614-87413	12-STRAND FIBER OPTIC CABLE (MULTI-MODE)	LF	500.00	\$ 12.00	\$ 6,000.00
614-87495	FIBER OPTIC CABLE (SINGLE MODE)(96 STRAND) (INSTALL ONLY)	LF	3,100.00	\$ 5.00	\$ 15,500.00
614-87690	ETHERNET SWITCH	EA	5.00	\$ 17,500.00	\$ 87,500.00
617-99999	TEMPORARY DRAINAGE	LS	1.00	\$ 29,430.82	\$ 29,430.82
619-00120	12 INCH CAST IRON PIPE	LF	18.00	\$ 700.00	\$ 12,600.00
619-06060	6 INCH DUCTILE IRON PIPE	LF	117.00	\$ 340.00	\$ 39,780.00
619-50080	1 INCH PLASTIC PIPE	LF	1,360.00	\$ 10.20	\$ 13,872.00
619-50120	1 1/2 INCH PLASTIC PIPE	LF	1,065.00	\$ 10.75	\$ 11,448.75
619-75048	6 INCH GATE VALVE	EA	3.00	\$ 4,535.00	\$ 13,605.00
619-78049	6" FIRE HYDRANT (INSTALL ONLY)	EA	4.00	\$ 9,745.00	\$ 38,980.00
619-99993	6" X 6" X 6" TAPPING TEE	EA	1.00	\$ 18,565.00	\$ 18,565.00
619-99994	12" X 12" X 6" TAPPING TEE	EA	1.00	\$ 21,995.00	\$ 21,995.00
619-99995	4" DUCTILE IRON CAP	EA	1.00	\$ 2,175.00	\$ 2,175.00
619-99996	6 INCH DUCTILE IRON CAP	EA	2.00	\$ 3,210.00	\$ 6,420.00
619-99997	1-1/2" FITTINGS (45 DEGREE BEND)	EA	2.00	\$ 268.00	\$ 536.00
619-99998	6 INCH FITTINGS (22.5 DEGREE, 45 DEGREE BEND)	EA	8.00	\$ 2,300.00	\$ 18,400.00
619-99999	12 INCH FITTINGS (45 DEGREE BEND)	EA	4.00	\$ 2,855.00	\$ 11,420.00
620-00001	FIELD OFFICE	LS	1.00	\$ 231,619.19	\$ 231,619.19
620-00020	SANITARY FACILITY	EA	1.00	\$ 4,800.00	\$ 4,800.00
621-00450	DETOUR PAVEMENT	SY	2,152.00	\$ 142.42	\$ 306,487.84
622-00270	BOLLARD	EA	2.00	\$ 1,188.24	\$ 2,376.48
623-00156	IRRIGATION BUBBLER	EA	72.00	\$ 85.10	\$ 6,127.20
623-00206	6 INCH POP-UP SPRAY SPRINKLER	EA	32.00	\$ 60.85	\$ 1,947.20
623-00212	12 INCH POP-UP SPRAY SPRINKLER	EA	29.00	\$ 65.60	\$ 1,902.40
623-00333	6 INCH POP-UP ROTARY SPRINKLER	EA	8.00	\$ 76.75	\$ 614.00
623-02008	1 INCH DRAIN VALVE	EA	3.00	\$ 373.00	\$ 1,119.00
623-03108	1 INCH AUTOMATIC CONTROL VALVE	EA	9.00	\$ 439.50	\$ 3,955.50
623-04000	CONTROL WIRE 24 VOLT	LF	6,795.00	\$ 0.29	\$ 1,970.55
623-04008	1 INCH QUICK-COUPLER VALVE	EA	4.00	\$ 384.00	\$ 1,536.00
623-05012	1-1/2 INCH GATE VALVE	EA	1.00	\$ 397.00	\$ 397.00
623-06900	VALVE BOX	EA	16.00	\$ 116.50	\$ 1,864.00
625-00000	CONSTRUCTION SURVEYING	LS	1.00	\$ 210,012.92	\$ 210,012.92
625-00001	CONSTRUCTION SURVEYING (HOURLY)	HR	100.00	\$ 270.00	\$ 27,000.00
626-00000	MOBILIZATION	LS	1.00	\$ 5,752,169.97	\$ 5,752,169.97
626-01112	PUBLIC INFORMATION MANAGEMENT (TIER II)	DY	651.00	\$ 368.75	\$ 240,056.25
627-00008	MODIFIED EPOXY PAVEMENT MARKING	GL	95.00	\$ 150.00	\$ 14,250.00
627-00013	PAVEMENT MARKING PAINT (HIGH BUILD)	GL	914.00	\$ 50.00	\$ 45,700.00
627-00070	PREFORMED THERMOPLASTIC PAVEMENT MARKING	SF	864.00	\$ 18.50	\$ 15,984.00
627-02010	PREFORMED PLASTIC PVMNT MRKING (TYPE II) (INLAID)	SF	967.00	\$ 27.50	\$ 26,592.50
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD- SYMBOL)	SF	919.00	\$ 22.00	\$ 20,218.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	SF	2,380.00	\$ 14.50	\$ 34,510.00
628-99999	CONSTRUCTION AS-BUILTS	LS	1.00	\$ 16,000.00	\$ 16,000.00
629-01001	SURVEY MONUMENT (TYPE 1)	EA	1.00	\$ 2,700.00	\$ 2,700.00
629-01050	MONUMENT BOX	EA	5.00	\$ 180.00	\$ 900.00
629-01210	ADJUST MONUMENT BOX	EA	5.00	\$ 180.00	\$ 900.00
630-00000	FLAGGING	HR	1,300.00	\$ 45.69	\$ 59,397.00
630-00003	UNIFORMED TRAFFIC CONTROL	HR	700.00	\$ 171.32	\$ 119,924.00
630-00007	TRAFFIC CONTROL INSPECTION	DY	186.00	\$ 285.53	\$ 53,108.58
630-00012	TRAFFIC CONTROL MANAGEMENT	DY	465.00	\$ 970.81	\$ 451,426.65
630-80331	BARRICADE (TYPE 3 F-A) (TEMPORARY)	EA	6.00	\$ 513.96	\$ 3,083.76
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	65.00	\$ 199.87	\$ 12,991.55
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	20.00	\$ 399.75	\$ 7,995.00
630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	SF	120.00	\$ 39.97	\$ 4,796.40
630-80355	PORTABLE MESSAGE SIGN PANEL	EA	6.00	\$ 16,560.92	\$ 99,365.52
630-80356	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL	EA	4.00	\$ 5,139.60	\$ 20,558.40
630-80360	DRUM CHANNELIZING DEVICE	EA	250.00	\$ 108.50	\$ 27,125.00
630-80370	BARRIER (TEMPORARY)	LF	670.00	\$ 42.80	\$ 28,676.00
630-80380	TRAFFIC CONE	EA	400.00	\$ 22.84	\$ 9,136.00
630-85010	IMPACT ATTENUATOR (TEMPORARY)	EA	4.00	\$ 11,279.82	\$ 45,119.28
630-85041	MOBILE ATTENUATOR	DY	30.00	\$ 970.81	\$ 29,124.30

## Exhibit M-1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	KNA Pricing	
				UNIT PRICE	COST
630-86801	TRAFFIC SIGNAL (TEMPORARY)	LS	1.00	\$ 31,000.00	\$ 31,000.00
643-00150	SITE FURNISHING (BENCH)	EA	4.00	\$ 5,000.00	\$ 20,000.00
643-00160	SITE FURNISHING (TREE GRATES)	EA	4.00	\$ 3,800.00	\$ 15,200.00
644-00025	INFORMATION SIGN BOARD	EA	4.00	\$ 6,310.63	\$ 25,242.52
645-00010	RAILROAD TRACK (VERTICAL)	LF	369.00	\$ 148.14	\$ 54,663.66
					<b>\$ 23,304,841.68</b>
					<b>CMGC Fee 10% \$ 2,330,484.17</b>
					<b>TOTAL \$ 25,635,325.85</b>

ITEM NO.	DESCRIPTION	UNIT	QUANTITY		COST
700-70010	F/A MINOR CONTRACT REVISIONS	F A	1.00		\$ 750,000.00
700-70016	F/A FUEL COST ADJUSTMENT	F A	1.00		\$ 25,000.00
700-70023	F/A ON-THE-JOB TRAINEE	F A	1.00		\$ 25,600.00
700-70034	F/A OBTAIN PERMIT	F A	1.00		\$ 3,000.00
700-70039	F/A MODIFIED TEMPORARY PARKING LOT	F A	1.00		\$ 5,000.00
700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	F A	1.00		\$ 30,000.00
700-70310	F/A LANDSCAPING RESTORATION	F A	1.00		\$ 8,000.00
700-70380	F/A EROSION CONTROL	F A	1.00		\$ 8,000.00
700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A	1.00		\$ 12,000.00
700-71001	F/A CMGC SHARED RISK CONTINGENCY POOL	F A	1.00		\$ 32,122.73
700-71008	F/A NOISE VARIANCE	F A	1.00		\$ 10,000.00
700-71009	F/A CCD RISK POOL	F A	1.00		\$ 101,434.00
				<b>SUBTOTAL</b>	<b>\$ 1,010,156.73</b>
					<b>GRAND TOTAL \$ 26,645,482.58</b>





# Exhibit M-1

I-25 and Broadway Wedge Ramp  
PACKAGE 1 and 2  
Risk Identification and Mitigation Tracking Form  
Updated: 1-8-2024

High
Medium
Low

Roadway	Utilities
Structures	ROW
Phasing	Geotech
General	

Risk Identification					Impacts and Approach			Action Items				Resolution			ALLOCATION			Risk Owner
Risk Number	Discipline / Location	Date Identified	Identified Risk	Initial Risk Level (high/medium/low)	Potential Cost Impacts	Potential Schedule Impacts	Approach to Minimize Risk	Responsible Party(is)	Action Items	Due Date	Complete (Y/N)	Result of Risk Mitigation	Risk Pool? Y/N	Comments	CITY Risk Pool Cost	Probability	SHARED RISK POOL Cost	
1	Utilities	2021.09.16	Brick Lined Sewer Impacts, de minimis designation, new storm sewer can tie into existing, potential to impact line with pile driving operations		Special shoring needed? Slower production?	Potential to be near at Center Pier at Broadway, check type of pipe in this area	Send amendments to FHWA now before the current one expires in January 2023 (PA), pre-construction video of brick lined sewer to establish baseline	CDOT (for PA)	Kraemer to check risk and assign \$		y	Kraemer looked at pier work and didn't see a conflict		no money added for to the estimate				
2	Utilities	2021.09.16	Denver Tramway tracks may be discovered during construction of Broadway			If found, may need special care to remove or recycle - professional photo documentation will need to be done	Send amendments to FHWA now before the current one expires in January 2023 (MOA), if found protect in place, reuse or dispose	CDOT (for MOA)			n	Will just recycle by normal means, send ties to DADs, will not be able to be incorporated into project	y	City Risk Pool for haul to DADs	\$ 5,000.00	100%		Denver
3	Roadway/ROW	2021.09.16	Cannot impact property in NE quadrant of Ohio and Lincoln, historic property		Consider vibration monitoring, photo documentation...pile driving, Package 2 pavement		Implement vibration monitoring for all historic properties	Kraemer to get a price for vibration monitoring/inspection	pricing should indicate what to carry in Force Account		N	Discuss potential cost of vibration monitoring	n		\$ 15,000.00	100%		Denver
4	Roadway/ROW	2021.09.16	Cannot impact Ford Building east of Broadway, south of light rail, historic property		Consider vibration monitoring, photo documentation...pile driving, Package 2 pavement		Implement vibration monitoring for all historic properties				y	Discuss potential cost of vibration monitoring	n					
5	Roadway/ Structures	2021.09.16	Asbestos has been encountered in multiple locations but has been very "hit or miss", other underground historic items may be encountered		Any material encountered will require special handling, \$\$\$, asbestos training will be required, training video, disposal done though City's DDPHE			Kraemer	review materials management plan		n	DBE participation for CABI or removal, risk pool? Or quantified?	n	have items for this, not resolved until work is complete				
6	Roadway/ Structures	2021.09.17	Contaminated water		Any water encountered will require special handling, \$\$\$	Package 1	Use of H-pile instead of caissons, design pile caps above groundwater levels, Analysis of locations and potential impact to excavation operations or water handling	Kraemer, FHU	review materials management plan		y	carried in caisson item	n	Kraemer has plan				
7	Structures	2021.09.16	Access to Gates remediation system must be maintained through construction and permanently, no heavy equipment over piping connecting wells during construction		Added MSE walls, poor access to build, poor access to wells permanently		Continue conversation with remediation contractor on alternate options	FHU			y							
8	ROW	2021.09.16	Bannock permanent alignment vs RTD ROW		Bannock may need to be constructed in a temporary alignment with HMA pavement	May impact early package concepts?	DOTI to continue discussion with RTD prior to construction	DOTI			y							
9	Utilities	2021.09.16	Some utility locations yet unknown, potholing completed only recently, RTD potholing outstanding				Additional exploration may be needed to verify locations and conflicts	kraemer	ongoing potholing		N	potholing hours	y	200 hours, City Risk Pool	\$ 60,434.00	80%		Denver
10	Phasing	2021.09.16	Building the wedge ramp before relocating the Kentucky intersection creates a site distance problem		Analysis of use of temporary signals or flagging operations for limited period of time	Analysis of fast-track accelerated work at both the ramp and Kentucky to reduce time that traveling public would deal with site distance problem	Phasing brainstorming needed	fhu	completed design		y			temp signal revision added to Package 2				
11	Utilities	2021.09.29	Loop ramp water quality cannot be used to 'bank' treated area so treatment for the project needs to be included in the project		Potential for utility impacts and relocations		FHU to examine equivalent treatment of street side planters and locations for possible water treatment areas, need layout of MS4s and limits of Denver property, avoid excavation for ponds	FHU	water quality planters		y	Street side planters are now part of the design						
12	General	2021.10.01	Night work noise ordinance regulations		Hotel vouchers, noise monitoring		Research noise variance procedure, possible preliminary ambient noise sampling prior to construction	CCD/Kraemer	carried in a F/A Item		n	Being addressed by Force Account	n	verify \$'s				
13	General	2021.10.01	Public Outreach, coordination across multiple stakeholders				Need PI bid item and detailed plan	FHU/Kraemer			y	carried in PI line item	n	carrying CIG again, has gone well in Package 1				
14	Roadway	2021.11.05	All material onsite may not meet R50, may not be suitable for embankment		Difficult to quantify material that will or will not meet R55 requirements		Further geotechnical investigation or item for risk pool	CCD, FHU, Kraemer			y	Current 100% Review Plans call for R-40	n	If onsite materials don't meet R-40, treated as Muck - separate pay item				
15	Roadway	2021.11.05	Limited access		May need to haul material with tandems due to limited work areas		Phasing on Broadway	Kraemer			y	Kraemer carrying in the items	n					
16	Utilities	2021.11.05	Inlets and Manholes may need to be cast-in-place due to existing utilities		Currently estimated to be precast		Additional information needed on existing utilities at potential conflict locations and tie-in points	FHU			y	Kraemer carrying CIP structures accordingly	n					
17	Utilities	2021.11.09	Existing monitoring well locations and not impacting them		Verify the locations around sanitary sewer work			FHU			y	verified no conflict	n					
18	General	2021.11.09	Coordination with adjacent projects that will influence detours and MHT creation				coordinate with Alameda project	CCD/Kraemer			y	Project team to coordinate	n					



# Exhibit M-1

I-25 and Broadway Wedge Ramp  
PACKAGE 1 and 2  
Risk Identification and Mitigation Tracking Form  
Updated: 1-8-2024

High
Medium
Low

Roadway  
Structures  
Phasing  
General

Utilities  
ROW  
Geotech

Risk Identification					Impacts and Approach			Action Items				Resolution			ALLOCATION			Risk Owner
Risk Number	Discipline / Location	Date Identified	Identified Risk	Initial Risk Level (high/medium/low)	Potential Cost Impacts	Potential Schedule Impacts	Approach to Minimize Risk	Responsible Party(is)	Action Items	Due Date	Complete (Y/N)	Result of Risk Mitigation	Risk Pool? Y/N	Comments	CITY Risk Pool Cost	Probability	SHARED RISK POOL Cost	
19	Phasing	2021.12.09	Without long term lane closures (3 to 2 lanes), phasing across Broadway will be one lane at a time				Project Team went thru a detailed phasing plan including pavement joints and room for paving	all			y	phase plan complete						
20	Phasing	2021.12.09	Without long term closure of NB turn lanes onto wedge ramp, phasing across Broadway will be one lane at a time				Project Team went thru a detailed phasing plan including pavement joints and room for paving				y	closed lanes shown in phasing plans						
21	Roadway	2022.01.20	May not be enough available temp parking spaces such that there will be parking in the wedge ramp during construction			temp lot b					y	redesign allows for sufficient space in Lot B	n					
22	Utilities	2022.02.24	Many previously unidentified utility conflicts			100% have identified SUE level A/B	Kraemer will pothole to verify	ongoing	list of relocations in plans		n	ongoing						
23	Utilities	2022.03.10	Need to identify where CDOT's Fiber crosses I-25 and verify all CDOT Fiber location				fiber re-design from Package 1 not complete	CDOT/CCD			n	CDOT coordination issue being addressed		Prefer to keep the fiber work from package 1 in package 1. DOT/RTD fiber work to stay in package 1. CDOT backbone relocation around I25 to be moved to package 2.	\$ 10,000.00	80%		Denver
24	Utilities	2022.03.10	CDOT must approve another splice point or project will have to repull fiber from the node building all the way to 6th Ave.			Conduit is pinched over the RR in the bridge rail and can't get anything else through it.	plan does not include fixing CDOT's fiber pinch point				y							
25	Utilities	2022.03.10	Need to identify CDOT vs RTD fiber in parking lot			Access road excavation may impact RTD fiber	identified splice locations		identified and have design		y							
26	Utilities	2022.03.10	Need to identify RTD splice point			Access road excavation may impact RTD fiber	identified splice locations		identified and have design		y							
27	Removals/Demolition	2022.08.12	Areas of Building Demo by others may need more removals, etc			Hard to quantify scope	reduced due to new Bannock alignment		F/A work for Temp Lot B		y	This work is paid via Force Account	n					
28	Walls/Barrier	2022.08.11	Existing utilities vs. SB I-25 Wall/Barrier Construction	low		Cost of relocating the electric line	delay to start of SB Off Ramp wall construction	Kraemer	build around electric line, protect in place		y	Plan work accordingly						
29	Walls	2022.08.15	Widening of SB Off Ramp Wall constructability	low		Package 2					y							
30	Lighting	2022.01.07	Existing High Mast Light to be used during temp lighting	medium		alternate temp lighting would be needed if existing high mast light cant be reset	lead time for new high mast is approx. 26 weeks	Xcel, FHU, Kraemer	reset existing pole		y	Kraemer's approach is to re-use existing. Record existing light levels just ahead of construction	y	Existing not able to be used and existing lighting levels were sufficient				
31	Traffic Control	2022.06.09	Approval of closures/detours	medium			Need SBAR's submitted to CDOT for approval	Kraemer	turn in SBAR's		n	SBAR's for package 1 took a long time to have CDOT concurrence. Package 2 is expected to be more timely.	n	1. Closing down the SB I-25 on ramp permanently. 2. no left turn from SB I-25 off ramp to NB Broadway.				
32	Drainage	2022.09.26	Temporary Drainage needs to be designed by the contractor's engineer with PE	low			carry \$ for plan	Kraemer			y		n					
33	Erosion Control	2022.09.26	Contractor's ECS shall work under the direction of a PE	low				Kraemer			y							
34	Contract Quantities	2022.09.26	GMP section of spec has contract language that puts quantity overruns on the contractor	medium			check 109 revisions, clarify what is impact. Project team reviewed each bid item and made note on the bid item list during the risk review	Kraemer			n	agreed on what items will be allowed to over run, which will not be. Adjusted quantities on other items as well.		1. Flagging, UCT, Mobile Attenuator - overages covered in shared risk Pool - See item #49. 2. Hourly Survey and Unsuitable Material over runs - overage covered by MCR if out of scope of work exceeds value included in CAP. 3. Monitoring Technician over run covered by City Risk Pool, \$5000. 4. Other 250-XXXX items, overages are covered in the F/A Enviro & Health/Safety Mgmt. 5. Landscape F/A covers Herbicide Treatment Overage, 6. Erosion Control F/A overages covers The Hourly Items in the 208-XXXX items.	\$ 5,000.00	30%		Denver



# Exhibit M-1

I-25 and Broadway Wedge Ramp  
PACKAGE 1 and 2  
Risk Identification and Mitigation Tracking Form  
Updated: 1-8-2024

High
Medium
Low

Roadway  
Structures  
Phasing  
General

Utilities  
ROW  
Geotech

Risk Identification														ALLOCATION					
Risk Number	Discipline / Location	Date Identified	Identified Risk	Initial Risk Level (high/medium/low)	Impacts and Approach			Action Items				Resolution			CITY Risk Pool		SHARED RISK POOL		Risk Owner
					Potential Cost Impacts	Potential Schedule Impacts	Approach to Minimize Risk	Responsible Party(is)	Action Items	Due Date	Complete (Y/N)	Result of Risk Mitigation	Risk Pool? Y/N	Comments	Cost	Probability	Cost		
35	Roadway	2022.09.20	Tree Removal - if no arborist is needed, removal can be done with cost savings	low		arborist only required for trimming						y							
36	Lighting - Package 1	2022.09.29	Removal of Lighting, High Mast, and Electrical System, Temporary Lighting - need to clarify scope					FHU to clarify				y							
37	Roadway	2022.09.29	Earthwork Quantities may be different than plan quantity	low	Need to clarify what the earthwork quantity should be in the contract and agree that it won't be changed unless there are plan/field changes.			FHU to clarify				y		recent revisions to Package 2 quantities incorporated.					
38	Roadway	2022.09.29	Unsuitable Materials - discuss the amount to carry to cover the potential for using something other than ABC/Class 6				reduced the unit cost by using on site material, not Class 6					y	y						
39	Sanitary - Package 1	2022.09.29	Dewatering Risk for the added Sanitary Sewer work		No borings are specific to the sanitary sewer work, water levels are noted as seasonal.		continue to discuss - Bannock line - might be able to tie in with minimal by-pass pumping					y							
40	Traffic Control	2022.09.29	Mobile Attenuator - payment for shift vs. day	low	need to clarify if contractor should carry the cost for the 2nd shift in the DAY unit of measure, or change the UM to shift			FHU	change from Day to "Shift"			y	n						
41	Environmental - Remediation System (8550)	2023.05.01	Damage to existing wells	low	\$ 100,000.00	6-8 weeks	take care to remove concrete around wells, and coordinate with 8550	Kraemer	protect in field			y							
42	Removal of Portion of Present Structure	5/8/2023	Unknown foundation at former Swiss Tire Shop	medium	\$ 50,000.00	1-2 weeks	Research original plans from City and/or BSP & Matrix? Also, only going to remove what is needed for construction of Kentucky.		research foundation			y	only demolishing to for grading and related pavement section (approx 3 feet), not chasing any demo/remediation	hazardous materials are covered with other items					
43	Dewatering in Package 2	1/5/2024	Dewatering not included. Dewatering most likely involved contaminated water	low	\$ 30,000.00	2 weeks						n	not anticipated, if it is encountered, will be covered by MCR	n					
44	Landscaping	1/5/2024	Risk of plants dying, not covered in quantities or in pricing	medium	\$ 8,000.00	2 weeks	watering plants during construction...or find better approach	covered with \$8000 F/A item				y	phasing/construction schedule						
45	Hazardous Materials Risk	Dec-23	Lowered quantity and used alternate subcontractor for lower price/CY (already in recent pricing)	high			risk of encountering Haz Mat is still there					y	quantity over run risk covered by MCR if scope is larger than estimated.	Current bid items/pricing is \$311k					
46	Asphalt Quantity		carried any percentage waste/overage?									n	kraemer to re-price asphalt to cover quantity risk in pricing						
47	Utilities	1/5/2024	Utility Companies need pavement removal and or replacement and grading if outside of project limits or phasing	medium		4-6 weeks	have utility companies take care of their own removal/earthwork/permits	utility companies				y							
48	Utilities	1/8/2024	Metrowaste Water	medium	\$ 6,000.00	1 week	don't wait for MRW and self perform	Denver to direct				y	City Risk Pool	y	\$ 6,000.00	50%			Denver
49	Traffic Control - Flagging, Uniformed Traffic Control, and Mobile Attenuator	1/8/2024	Traffic quantities	low	\$ 34,122.73	none	carry 50% of the 1300 flaggers into shared risk pool, carry 20% of the 700 hours of UTC in shared risk pool, and carry 50% of the total shift of the mobile attenuator.	both				y	Shared Risk Pool	y		50%	\$ 34,122.73		Shared
														city risk pool total		\$ 101,434.00	\$ 34,122.73		



I-25 and Broadway Wedge Ramp

PACKAGE 1 and 2

Risk Identification and Mitigation Tracking Form - Overruns

Updated: 1-8-2024

### Exhibit M-1

General

Item #	Description	Unit	Share of Risk	Quantity	Unit Price	Total
630-00000	FLAGGING	HR	50/50	650.00	\$ 45.69	\$ 29,698.50
630-00003	UNIFORMED TRAFFIC CONTROL	HR	50/50	140.00	\$ 171.32	\$ 23,984.80
630-85041	MOBILE ATTENUATOR	DY	50/50	15.00	\$ 970.81	\$ 14,562.15
					Subtotal	\$ 68,245.45
					City Share of Cost	\$ 34,122.73
Item #	Description	Unit	Share of Risk	Quantity	Unit Price	Total
203-01597	POTHOLING	HR	100% to City, Allowed to Overrun	200.00	\$ 317.17	\$ 63,434.00

EXHIBIT Q-1  
Kraemer Self-Performance  
Information



April 10, 2024

Mike Harmer  
Project Manager  
City & County of Denver  
Department of Transportation & Infrastructure

***Re: CAP for Broadway Station at I-25 Multimodal & Safety Improvements Project Phase 2, Package 2, Project No. STU M320-144 (24925) – Self Perform Information***

Dear Mr. Harmer:

Kraemer North America presents the following information related to the self-perform scopes of work during construction:

Contract Value: \$25,635,325.85 (**Excluding Force Account Items at a value of \$1,010,156.73**)

- Subcontractors and Professional Services: \$15,216,375.15
- KNA Work Value: \$10,418,950.70
- KNA Percent of Work: 40.64%

Force Account Items are excluded from the contract amount and will only be performed on an as needed basis. Self-perform scopes of work generally include removals, earthwork, grading, backfill, subgrade/agg base, sign structures/foundations, and structural concrete.

Please let me know if there are any questions related to this.

Sincerely,

**Kraemer North America, LLC**

A handwritten signature in black ink, appearing to read 'Michael Fay'.

Michael Fay, P.E.  
Senior Project Manager

cc: Tim Maloney (Kraemer)  
File

QUALITY.

SAFETY.

EXCELLENCE.

# EXHIBIT R-1

## CDOT Forms

**PROJECT SPECIAL PROVISIONS**

January 10, 2024

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT GOAL**

This is a federally assisted construction project. As described in the CDOT DBE Standard Special Provision, the Bidder shall make good faith efforts to meet the following contract goal:

12 Percent DBE participation.

**END OF SECTION**



**PROJECT SPECIAL PROVISIONS**

January 10, 2024

**ON THE JOB TRAINING CONTRACT GOAL**

The Department has determined that On the Job Training shall be provided to trainees with the goal of developing full journey workers in the types of trade or classification involved. The contract goal for On-the-Job Trainees working in an approved training plan in this Contract has been established as follows:

Minimum number of total On-the-job Training required: 2560 hours

**END OF SECTION**

**Colorado Department of Transportation  
 AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

Project Description	I-25&Broadway, Seg 3, Ph2 - Pkg 2	Contract NTE \$ 25,635, 325.85
5-digit Sub Acct #	24925	DBE Contract Goal % 12.00%

**SECTION 1. CONSULTANT INFORMATION**

Prime Consultant	Kraemer North America, LLC		Consultant is an ESB	<input type="checkbox"/>
Compliance Contact Name	Mike Fay, PE		Consultant is a DBE	<input type="checkbox"/>
Email	Mfay@kraemerna.com	Address	900 W. Castleton Rd., Ste. 220, Castle Rock	Phone 303-688-7500
			B2GNow Vendor #	#20388772

**SECTION 2. DBE PARTICIPATION PLAN**

Fill in All Lines:

- \* The consultant is committing to 0 # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- \* The consultant is committing to **approximately** \$ 3,076,240.00 of DBE participation based on NTE \$.
- \* The consultant is committing to **approximately** 12.00 % DBE goal based on the NTE \$.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)	Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?		ONLY for <i>Project/Program Specific</i> RFP/SOIs Approximate % of Participation
		Yes	No	
Villalobos Concrete, Inc.	Concrete Paving/Flatwork	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	12.00%
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	

If more DBE subs/suppliers vendors, add additional sheet

EXHIBIT R-1

**Colorado Department of Transportation  
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION**

**SECTION 3. ESB PARTICIPATION PLAN**

Fill in All Lines:  
 \* The consultant is committing to 0 # of ESB firm(s).  
 (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).  
 \* The consultant is committing to approximately \$ 0 of ESB participation on this RFP/SOI.  
 \* The consultant is committing to approximately 0 % ESB goal based on the NTE \$.

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level		Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for <i>Project/Program Specific</i> RFP/SOIs Approximate % of Participation
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	

If more ESB subs/suppliers/vendors, add additional sheet

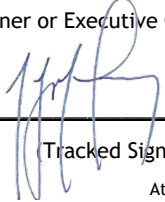
**SECTION 4. DECLARATION OF AFFIDAVIT**

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Timothy J. Maloney  
 (Owner or Executive Officer Name AND Title)

of Kraemer North America, LLC  
 (Consultant Company Name)



2/19/2024  
 (Date)

Tracked Signature Accepted

Attached with proposal (RFP) and small business plan (for scoring)

**COLORADO DEPARTMENT OF TRANSPORTATION  
 CONTRACTORS PERFORMANCE CAPABILITY STATEMENT**

 Project #  
 STU M320-144;(24925)  
 CCD# PWT2016-003

 1. List names of partnerships or joint ventures  none

Kraemer-IHC Joint Venture

2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)

 a. Key personnel changes  none

 b. Key equipment changes  none

 c. Fiscal capability changes (legal actions, etc.)  none

 d. Other changes that may effect the contractors ability to perform work.  none

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Contractor's firm or company name

Kraemer North America, LLC

By

Title

Timothy J. Maloney, Sr. Vice President

Date

2/19/24

2nd Contractor's firm or company name (if joint venture)

By

Title

Date

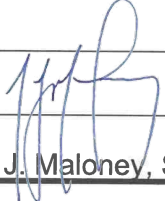
<b>COLORADO DEPARTMENT OF TRANSPORTATION ANTI-COLLUSION AFFIDAVIT</b>	PROJECT NO. <b>STU M320-144 (24925)</b>
	LOCATION <b>I-25 &amp; Broadway, Denver, CO</b>

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

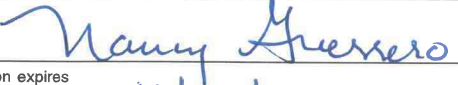
I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name <b>Kraemer North America, LLC</b>	By 	Date <b>2/19/24</b>
2nd contractor's firm or company name. (If joint venture.)	By	Date
	Title <b>Timothy J. Maloney, Sr. Vice President</b>	
	By	Date
	Title	

Sworn to before me this **19th** day of, **February** **20 24**

Notary Public 
My commission expires <b>11/03/2024</b>
<b>NOTE: This document must be signed in ink.</b>

**NANCY GUERRERO**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
 NOTARY ID 20124067833  
 My Commission Expires: November 03, 2024


**COLORADO DEPARTMENT OF TRANSPORTATION  
ASSIGNMENT OF ANTITRUST CLAIMS**

 PROJECT NO.  
**STU M320-144  
(24925)**

Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract.
2. Contractor hereby expressly agrees:
  - a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) CDOT that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT;
  - b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
  - a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
  - b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
  - c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.

Contractor's firm or company name  Kraemer North America, LLC	By 	Date 2/19/24
	Title Timothy J. Maloney, Sr. Vice President	
2nd contractor's firm or company name. (If joint venture.)	By	Date
	Title	

## COLORADO DEPARTMENT OF TRANSPORTATION

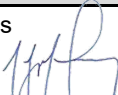
## BIDDERS LIST

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
I-25 & BROADWAY INTCHG, SEG 3, PH 2, Package 2	STU M320-144	24925	2/19/24
Contractor Kraemer North America, LLC			Region 1

**Subcontractors/Suppliers/Vendors:** The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Albert Frei & Sons	tfrei@albertfreiansons.com	1	N	N
C&C Sand and Stone, Co.	DHazlitt@siteone.com	1	N	N
Holcim	kevin.allen@holcim.com	1	N	N
Burnco Colorado, LLC	Kelli.nelson@burnco.com	1	N	N
Advanced Drainage Systems	chelsea.edwards@adspipe.com	1	N	N
Bowman Construction Supply, Inc.	davidh@bowmanconstructionsupply.com	1	N	N
Axios Civil Solutions	gfrazee@axioscivil.com	1	Y	N
Aftermath Highway Products, LLC	jason@aftermathhighwayproducts.com	1	N	N
J&S Contractor's Supply Co.	Ken@jscontractorssupply.com	1	N	N
Garza Concrete Structures, Inc.	mj@garzacs.com	1	Y	N
Oldcastle Infrastructure	Clint.Noel@oldcastle.com	1	N	N
Foley Products Company	Mark.Walter@foleyproducts.com	1	N	N
Chato's Concrete, LLC	marlene@chatosconcrete.com	5	Y	N
Terra Constructors, Inc.	tino@terraconstructors.com	5	Y	N
Villalobos Concrete	sean@villaloboscc.com	5	Y	Y
Ludwig Drilling, LLC	SAIziati@shaftdrillers.com	4	N	N
Snow's Specialty Drilling, Inc.	mike@snowsdrilling.com	4	N	N
Environmental Meritt	xmeritt@environmentalmeritt.com	13	Y	N
Sturgeon Electric	ccervera@myrgroup.com	6	N	N
Ideal Fencing Corp.	dave@idealfencingcorp.com	8	N	N
Colorado Civil Infrastructure, Inc.	john@coloradocivilinfrastructure.comcom	10	N	N
Liberty Infrastructure, LLC	Jeff@Liberty-Built.com	10	N	N
CDI	seans@cdi-services.com	13	N	N
Environmental Logistics	mike@envlogistics.com	13	Y	N

I certify that the information provided herein is true and correct to the best of my knowledge.

Name	Signature/Initials	Title	Date
Timothy J. Maloney		Sr. Vice President	02/19/24

**Work Proposed Categories:**

1. Materials and Supplies
2. Flagging and Traffic Control
3. Trucking and Hauling
4. Precast Concrete, Foundations, and Footings
5. Concrete Paving, Flatwork and Repair
6. Lighting and Electrical
7. Signs, Signal Installation, and Guardrail
8. Fencing
9. Buildings and Vertical Structures
10. Utility, Water and Sewer Lines

11. Structural Steel and Steel Reinforcement
12. Riprap and Anchored Retaining Walls
13. Landscape and Erosion Control
14. Bridge and Bridge Deck Construction
15. Asphalt Paving
16. Road and Parking Lot Marking
17. Chip Seal, Crack Seal, Joint Seal and Crack Fill
18. Bridge Painting and Coating
19. Stairway and Ornamental Metal
20. Parking Lots and Commercial Sidewalks

21. Clearing, Demolition, Excavation and Earthwork
22. Engineering and Surveying Services
23. Public Relations and Involvement
24. Piles and Deep Foundations
25. Waste Management and Recycling
26. Site Clean Up
27. Mechanical and HVAC
28. Tunnel Construction
29. Profiling and Grinding
30. Environmental Health and Safety

This form must be submitted by the proposal deadline. For CDOT projects, submit to [cdot\\_hq\\_dbefirms@state.co.us](mailto:cdot_hq_dbefirms@state.co.us).



## COLORADO DEPARTMENT OF TRANSPORTATION

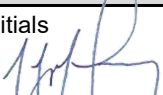
## BIDDERS LIST

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
I-25 & BROADWAY INTCHG, SEG 3, PH 2- PKG 2	STU M320-144	24925	2/19/24
Contractor Kraemer North America, LLC			Region 1

**Subcontractors/Suppliers/Vendors:** The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Powell Restoration	stephanie@powellenviro.com	13	Y	N
Landwise	ted@landwise.com	13	N	N
Brannan	jbriar@brannan1.com	15	N	N
Martin Marietta	Steve.Walsh@martinmarietta.com	15	N	N
Colorado Barricade Co.	rodney@coloradobarricade.com	7, 16	N	N
Kolbe Striping, Inc.	Bids@KolbeStriping.com	16	Y	N
Tendit Group	JacobMayfield@tenditgroup.com	16	N	N
Cascade Environmental	mattkoch@halker.com	30	N	N
Matrix Design Group	jr.bessie@matrixdesigngroup.com	22	N	N
Alpha Milling	syounq@alphamilling.com	15	N	N
Prime Milling	nberka@primemilling.com	15	Y	N
Western Milling	jw@wmilling.com	15	N	N
American Sign Company	rhonda@americansgn.com	2, 7	Y	N
Work Zone Traffic Control, LLC	estimating@workzonetrafficcontrol.com	2, 7	N	N
All Sweep	Sherry@allsweep.net	21	Y	N
Armstrong Sweeping, Inc.	service@armstrongsweeping.com	21	N	N
Ardent Traffic Services, Inc.	antoniol@ardenttraffic.com	2	Y	N
GDT Traffic Control	joe@gdttraffic.com	2	N	N
Legacy Traffic Management, LLC	Matt@legacytraffic.net	2	Y	N
Rocky Mountain Flagging, Inc.	rmflaggingmona@aol.com	2	N	N
Rocky Mountain Signing	pat.tryon@team-rms.com	2	Y	N
Triax Engineering	cechols@triaxgeo.com	22	Y	N
Elite Surface Infrastructure	jake.hanchey@elitesi.com	15	N	N
Communication Infrastructure Group (CIG)	brendat@cig-pr.com	23	Y	N

**I certify that the information provided herein is true and correct to the best of my knowledge.**

Name	Signature/Initials	Title	Date
Timothy J. Maloney		Sr. Vice President	02/19/24

**Work Proposed Categories:**

1. Materials and Supplies
2. Flagging and Traffic Control
3. Trucking and Hauling
4. Precast Concrete, Foundations, and Footings
5. Concrete Paving, Flatwork and Repair
6. Lighting and Electrical
7. Signs, Signal Installation, and Guardrail
8. Fencing
9. Buildings and Vertical Structures
10. Utility, Water and Sewer Lines

11. Structural Steel and Steel Reinforcement
12. Riprap and Anchored Retaining Walls
13. Landscape and Erosion Control
14. Bridge and Bridge Deck Construction
15. Asphalt Paving
16. Road and Parking Lot Marking
17. Chip Seal, Crack Seal, Joint Seal and Crack Fill
18. Bridge Painting and Coating
19. Stairway and Ornamental Metal
20. Parking Lots and Commercial Sidewalks

21. Clearing, Demolition, Excavation and Earthwork
22. Engineering and Surveying Services
23. Public Relations and Involvement
24. Piles and Deep Foundations
25. Waste Management and Recycling
26. Site Clean Up
27. Mechanical and HVAC
28. Tunnel Construction
29. Profiling and Grinding
30. Environmental Health and Safety

**This form must be submitted by the proposal deadline. For CDOT projects, submit to [cdot\\_hq\\_dbefirms@state.co.us](mailto:cdot_hq_dbefirms@state.co.us).**



## COLORADO DEPARTMENT OF TRANSPORTATION

## BIDDERS LIST

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
I-25 & BROADWAY INTCHG, SEG 3, PH 2- PKG 2	STU M320-144	24925	2/19/24
Contractor Kraemer North America, LLC			Region 1

**Subcontractors/Suppliers/Vendors:** The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Chacon's Construction & Transport	mirna@chaconstransport.com	3	Y	N
Conveyabull, Inc.	estimating@conveyabull.com	3	N	N
Cowboy Trucking, LLC	danielmartinez@cowboytrucking.co	3	Y	N
Ram-Co Trucking Services	denise@ram-cotrucking.com	3	Y	N
Zeny's Trucking	amyhernandez77@gmail.com	3	Y	N
Colorado Utility Finders	allison@coloradoutilityfinders.com	21	N	N
Kinetic Industry	C.J.Schott@kineticindustry.com	21	N	N
Diversified Underground, Inc.	brian@duinc.work	21	Y	N
NG Companies	E.Mentzel@ngcompanies.com	21	N	N
PF McCarthy, Inc.	susan.mccarthy@pfmccarthyinc.com	21	N	N
Vine Laboratories, Inc.	david.witt@vinecolorado.com	21	Y	N
CMC Rebar	Candice.Benge@cmc.com	1	N	N
Jalisco International	bids@jalisco.org	1, 5, 7	N	N
Black Iron Steel, LLC	estimating@blackironrebar.com	11	Y	N
Rumler Civil Construction	estimatingCO@rumcivil.com	11	N	N
Springs Steel, Inc.	springssteelinc@gmail.com	11	N	N
Coating Specialist, LLC	coatingspecialistllc@gmail.com	14,18	Y	N
Rock & Co.	scott@rockandco.com	1	N	N
8550 Engineering & Consulting, LLC	Kevin@8550engineering.com	22	N	N
A-Core	miked@a-core.com	15	N	N

I certify that the information provided herein is true and correct to the best of my knowledge.

Name	Signature/Initials	Title	Date
Timothy J. Maloney		Sr. Vice President	02/19/24

**Work Proposed Categories:**

1. Materials and Supplies
2. Flagging and Traffic Control
3. Trucking and Hauling
4. Precast Concrete, Foundations, and Footings
5. Concrete Paving, Flatwork and Repair
6. Lighting and Electrical
7. Signs, Signal Installation, and Guardrail
8. Fencing
9. Buildings and Vertical Structures
10. Utility, Water and Sewer Lines

11. Structural Steel and Steel Reinforcement
12. Riprap and Anchored Retaining Walls
13. Landscape and Erosion Control
14. Bridge and Bridge Deck Construction
15. Asphalt Paving
16. Road and Parking Lot Marking
17. Chip Seal, Crack Seal, Joint Seal and Crack Fill
18. Bridge Painting and Coating
19. Stairway and Ornamental Metal
20. Parking Lots and Commercial Sidewalks

21. Clearing, Demolition, Excavation and Earthwork
22. Engineering and Surveying Services
23. Public Relations and Involvement
24. Piles and Deep Foundations
25. Waste Management and Recycling
26. Site Clean Up
27. Mechanical and HVAC
28. Tunnel Construction
29. Profiling and Grinding
30. Environmental Health and Safety

This form must be submitted by the proposal deadline. For CDOT projects, submit to [cdot\\_hq\\_dbefirms@state.co.us](mailto:cdot_hq_dbefirms@state.co.us).



## COLORADO DEPARTMENT OF TRANSPORTATION

### COMMITMENT CONFIRMATION (CDOT Form 1415)

**Section A. Bidder/Prime Contractor and DBE Information.** This section must be completed by the Bidder/Prime Contractor.

1. Project S/A No. or PCN Number (5 digit #):	24925	2. FHWA Project #, Subaward Agreement # from COTRAMS (FTA contracts), or PO # (for CM/GC-CM contracts):	STU M320-144	3. Project Name:	I-25 & BROADWAY INTERCHANGE RECONSTRUCTION SEGMENT 3, PHASE 2 - PACKAGE 2
4. Name of Bidder/Prime Contractor:	Kraemer North America, LLC	5. Bidder/Prime Contractor's Contact Name:	Mike Fay, PE	6. Bidder/Prime Contractor's Contact Title:	Project Manager
7. Bidder/Prime Contractor's Contact Phone Number:	303-356-2948	8. Bidder/Prime Contractor's Contact Email Address:	mfay@kraemerna.com	9. Name of DBE Firm:	Villalobos Concrete, Inc.
10. DBE Firm Physical Address:	5472 Lincoln St., Denver, CO 80216	11. DBE Contact Name:	Carmen Arevalo	12. DBE Contact Email Address:	carmen@villaloboscc.com
13. DBE Contact Phone Number:	720-872-2753	14. Subcontracted to Whom:	<input checked="" type="checkbox"/> if Prime		
15. Is the DBE part of a Joint Venture? (if Yes, attach joint venture agreement)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		16. Anticipated Work Start Date:		
17. Applicable Small Business Goals (To be completed ONLY for FHWA-funded Design-Build contracts)			<input type="checkbox"/> DBE Design Goal <input type="checkbox"/> DBE Construction Goal Applicable Contract Year: (July 1,            - June 30,            )		

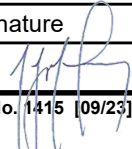
#### Section B. Commitment Details

##### 18. DBE Commitment Details

a. Work Category	b. Work to be Performed	c. DBE Work Code(s) (NAICS + Descriptor)	d. Commitment Amount	e. Amount Eligible for DBE Participation
Construction	Concrete Paving & Flatwork	237310	3,076,240.00	3,076,240.00
Trucking				
Supplies				
Services				
Other				
Design Services (for FHWA-funded Design-Build contracts and FTA Consultant Contracts only)				
<b>Total:</b>				3,076,240.00

##### 19. Bidder/Prime Contractor Representative:

This section must be signed by an individual with the authority to contractually bind the Bidder/Prime Contractor to the DBE commitment listed on this form. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true, and accurate to the best of your knowledge. If a DBE commitment is being made and the subcontract is between a lower-tier subcontractor and a DBE firm (not the Prime Contractor), the Prime Contractor shall provide this signed CDOT Form 1415 to that lower-tier subcontractor and the DBE Standard Specification shall be followed.

a. Name	b. Title	c. Signature	d. Date
Timothy J. Maloney	Sr. Vice President		2/19/24

**COLORADO DEPARTMENT OF TRANSPORTATION**  
**COMMITMENT CONFIRMATION (CDOT Form 1415)**

**Section C. DBE Questionnaire.** This section must be completed by the DBE firm. (Attach additional pages if necessary.)

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontract or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. **All questions must be answered.**

20. Will the DBE firm be purchasing supplies or materials, or will the DBE firm be leasing or renting equipment from the Prime Contractor or its subcontractors? If so, explain.	NO
21. Does the DBE firm intend to subcontract any portion of the work listed in Section B of this form? If yes, state to whom the DBE firm intends to sublet, what work is to be performed by said subcontractor, and the approximate written agreed upon dollar amount. Include trucking subcontractors and owner-operators.	NO
22. Will the DBE firm provide trucking services on this project? If yes, state how many trucks are owned by the DBE firm and employees that will work on this project.	Yes 2 of Each
23. Within the DBE firm, who will be supervising the work on this project?	Hector Villalobos
24. Will the DBE firm be acting as a broker on this project? If yes, state what the DBE firm will be brokering and the approximate brokerage fee.	NO
25. Will the DBE firm be acting as a supplier on this project? If yes, please state what the DBE firm will be supplying and whether or not they will manufacture the items.	NO

This section must be signed by an individual with the authority to verify the DBE's anticipated participation on the contract as listed on this form. You, the DBE Representative, declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.

26. DBE Representative	b. Title	c. Signature	d. Date
Gary Ungerman	Business Development	Gary Ungerman 	2/19/24

**SECTION D. Determination.** This section must be completed by the CDOT Region Civil Rights Office or the CDOT Civil Rights Business Resource Center staff member.

27. Review of Request	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
-----------------------	-----------------------------------	---------------------------------

28. Comments

29. CDOT Representative			
a. Name	b. Title	c. Signature	d. Date of Decision

## EXHIBIT R-1

FHWA-1273 – Revised October 23, 2023

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

## ATTACHMENTS

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

## EXHIBIT R-1

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

## EXHIBIT R-1

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:



## EXHIBIT R-1

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;



## EXHIBIT R-1

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

## EXHIBIT R-1

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

## EXHIBIT R-1

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

## EXHIBIT R-1

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or



## EXHIBIT R-1

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

## EXHIBIT R-1

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## EXHIBIT R-1

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## EXHIBIT R-1

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



## EXHIBIT R-1

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## EXHIBIT R-1

### **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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