To: All Planholders of Record

This addendum modifies the bid documents as noted below. Acknowledge receipt of the Addendum on the Bid Form. Failure to do so may subject the bidder to disqualification.

Contents:
1. Submittal Deadline Modification
2. Mandatory Pre-Bid Meeting Minutes
3. Mandatory Pre-Bid Meeting Sign In Roster
4. Questions or Clarifications Warranted from Pre-Submittal Meeting:
5. Additional Questions or Clarifications Submitted to City per RFP Terms
6. Transit Shelter Schematic Cut Sheet and Installation Instructions
7. Contract Template
8. Davis Bacon Wage Determination: General Decision Number: CC130011

1. **Submittal Deadline Modification**

Bid proposals must be received at the City Offices by **5:00 PM, December 4, 2013**. It is the responsibility of the vendor to ensure that the Proposal arrives at the City Hall Office prior to the time and date indicated above. Mail Proposals to PO Box 775088, Steamboat Springs, Colorado 80477, deliver to the City Offices at 137 10th Street, Steamboat Springs, Colorado, Attention: Shelly St Pierre or email to sstpierre@steamboatsbynes.net. Late proposals will be returned unopened.
2. Mandatory Pre-Bid Meeting Minutes
1. **Project Team: Design/Build**
   a. City Engineer: Ben Beall
   b. Engineer/Contractor: TBD

2. **Project Overview:**
   a. Federal Transit Administration grant project – requirements included in RFP package
   b. Transit Stop improvements – Shelter pad and related improvements (drainage, sidewalk, roadway, utility relocation, placement of City provided shelter and trash can)
      i. Shadow Run
      ii. Herbage
      iii. Mt Werner Overpass
      iv. Sundance Plaza

3. **Project Schedule** – Start: between May 1 - June 1, 2014; End: July 15, 2014

4. **Design Basis:**
   a. Within right of way or easements, previously disturbed ground
   b. City Engineering Standards, Drainage Criteria, Standard Specifications
   c. ADA guidelines, AASHTO guidelines, CDOT M&S Standards, Applicable CDOT Specifications
   d. Industry Best Practices
   e. Any variations from these criteria and standards need authorization from the City

5. **Work Process**
   a. Design Meetings with project team
   b. Material Submittals
   c. Traffic Control Plans: MUTCD compliance, Transit Stops must remain operational
   d. Construction Management Plan
   e. Stormwater Management Plan
   f. Schedule of Work
   g. Federal compliance (i.e. Buy America, EEO, non-discrimination)

6. **Verification of Work – Inspection and Acceptance**
   a. Work must be certified in accordance with Chapter 7 of City Engineering Standards

7. **Public Coordination**
   a. Coordination with Business and Residents
   b. Work Hours:
      i. 7am-7pm – otherwise a variance from City required
      ii. No weekend work without City approval
   c. Dust Control
   d. Noise Control

8. **General Questions/Clarifications** – asked now or submitted in writing by Nov 22nd, 5pm
   a. Does the City have any details or shop drawings for the Transit Shelter? Will any assembly of the Shelter be required or will the shelter be delivered by the City ready for installation? Is any affixing of the shelter to the pad necessary?
b. Are there any DBE requirements for the project?
   Ben to follow up with response.

c. Are Davis Bacon wages applicable?
   Ben to follow up with clarification.

d. Is there any FTA required design review?
   No. Only City of Steamboat Springs.

e. Are any CDOT permits necessary?
   The City will obtain any necessary CDOT permits. The contractor will be
   required to submit traffic control plans as part of the work execution.

f. Are any State stormwater permits required for the work?
   As disturbance will be under an acre, no construction stormwater permitting on
   a State level will be necessary. If dewatering is necessary, a State dewatering
   permit may be necessary.

g. Are any building permits necessary for the shelters?
   No

h. Is there any Geotechnical information available for the project sites?
   No

i. What will happen to the existing shelters?
   Ben to follow up with clarification.

j. What QA/QC is required for the project?
   See agenda item #6. The project engineer will be required to stamp and sign a
   statement that all work was complete in accordance with applicable standards
   and specifications at project close out and prior to final payment.

k. What type of contract agreement and requirements will the City enter into with
   the Contractor/Engineer? Who will enter into the agreement? Both the contractor
   and the engineer? If the contract agreement is different than the typical City
   contract can you please supply a copy of that agreement?
   Ben to follow up with response.

l. After design is agreed to, will the contractor re-price the project?
   No. This is a design-build contract, not a design-bid-build contract. The City
   will enter into a contract with the engineer/contractor team at the price presented
   in the RFP or as negotiated per the terms of the RFP.

m. What is your project budget?
   Approximately $190,000

n. Are there any other permitting processes, such as Planning and Zoning?
   No.

o. Does the contractor need to place any stickers on the shelters?
   No, the City will perform that work

p. Is there any additional bus shelter signage that is required as part of the work?
   Roadway signing and striping is part of the scope of work and must meet
   MUTCD requirements. No bus stop informational signage outside of MUTCD
   signage is included in the scope of work.
q. For the CDOT Special Use Permit, what are the time constraints that can be expected?
   The City has already engaged CDOT in the permitting effort and anticipates having the necessary permits in place prior to work progressing.

r. Is there anything driving the July 15th completion date? More time would allow for survey and design collaboration.
   July 15th is the desired completion date.

s. Conduit is included in the project scope. Is that for power feed to the Shelters?
   Yes. This should be evaluated to determine if power feed can be achieved as part of the work or at a minimum the ability to someday bring power to the Shelter.

t. Why a Design-Build approach?
   The City needs to move forward with the project in a timely manner. The selected shelter locations are high priority locations and seem workable using a Design-Build approach.

9. Specific Project Location Questions/Clarifications – site visit to each
   a. Shadow Run
      Any tree removal permits necessary?
      No. Expectation is to avoid any impacts to vegetation.

   b. Herbage
      i. Any raising of the platform will need to be compliant with ADA, correct?
         Yes
      ii. If a nearby driveway is causing a drainage issue, is it this project’s scope to solve that issue (speaking to the fact that downstream driveway drainage and lack of culvert is leading to drainage issues)?
          The intent of the project is to address the issue that is leading to concern.

   c. Mt Werner Underpass
      i. Do we need to obtain environmental clearances for the CDOT Special Use Permit?
         The City will work to obtain the CDOT permit.
      ii. Is this sidewalk planned for detached or attached?
         The conceptual plan in the RFP shows a detached sidewalk that transitions to an attached sidewalk. As with every location, if there are better alternatives that the project team can agree to prior to construction, then that is acceptable.
3. **Mandatory Pre-Bid Meeting Sign In Roster**
**MANDATORY RFP PRE-SUBMITTAL CONFERENCE and PROJECT SHOWING**

Transit Facilities Improvements – Bus Shelters
Steamboat Springs, Colorado

**DATE:** November 20, 2013  **TIME:** 10:00 A.M.  **LOCATION:** Site – Start at Shadow Run Facility

Mandatory Pre-Bid Meeting Attendees

<table>
<thead>
<tr>
<th>No.</th>
<th>Name, Title, Company &amp; Mailing Address</th>
<th>e-mail address</th>
<th>Office, Cell &amp; Fax Number</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Collin Hase - P.M. Duckels Construction 3600 Duckels Ct.</td>
<td><a href="mailto:collinh@duckelsconstruction.com">collinh@duckelsconstruction.com</a></td>
<td>(970) 879-6072 x 1001</td>
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<tr>
<td>2</td>
<td>Chris Randall - Division Manager Baseline Engineering 1815 Central Ave Bldg. #370</td>
<td><a href="mailto:chris@baselinecorp.com">chris@baselinecorp.com</a></td>
<td>970-879-1885</td>
</tr>
<tr>
<td>3</td>
<td>Bob Furman Engineer CMT Design Consultants, Inc. 2145 Resort Dr. CO 80477</td>
<td><a href="mailto:bfurman@cdcmc.biz">bfurman@cdcmc.biz</a></td>
<td>970-879-3022</td>
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<tr>
<td>4</td>
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<td><a href="mailto:travis@hlccconstruction.com">travis@hlccconstruction.com</a></td>
<td>970-879-6831</td>
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<td></td>
<td>Native Excavating</td>
<td>Kevin Rusk</td>
<td>970-279-6231</td>
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<td></td>
<td>1878 13th St+</td>
<td><a href="mailto:kevin.rusk@nativeexcavating.com">kevin.rusk@nativeexcavating.com</a></td>
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<td>CO 80427</td>
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<td>6</td>
<td>SGM Inc</td>
<td>Ben Ludlow</td>
<td>970-945-1084</td>
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<tr>
<td></td>
<td>118 W. Sixth St, Suite 200</td>
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<td></td>
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<td></td>
<td>Glenwood Springs, CO 81601</td>
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<td>7</td>
<td>Gallegos Corporation</td>
<td>Casey Kirch</td>
<td>970-926-1797</td>
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<tr>
<td></td>
<td>0100 Yacht Club Dr.</td>
<td><a href="mailto:casey.kirch@gallegoscorp.com">casey.kirch@gallegoscorp.com</a></td>
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<td>Wolcott, CO 81655</td>
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<td>8</td>
<td>MW Golden Construction</td>
<td>Jason Golden</td>
<td>303-688-9848</td>
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<tr>
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<td>PO Box 338</td>
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<td></td>
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<tr>
<td></td>
<td>Castle Rock, CO 80104</td>
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</table>
4. Questions or Clarifications Warranted from Pre-Submittal Meeting:

a. Does the City have any details or shop drawings for the Transit Shelter? Will any assembly of the Shelter be required or will the shelter be delivered by the City ready for installation? Is any affixing of the shelter to the pad necessary?
   i. Attached are the drawing and installation instructions. City Transit will assemble the shelters and deliver to the job site. Contractor will be responsible for affixing the shelter to the concrete pad per the assembly instructions contained in the attached documents. The parts associated with securing the shelter to the pad will be delivered to the Contractor. Contractor is responsible to coordinate the delivery time with adequate advance notice for assembly and delivery by the City. Any further questions regarding the shelter installation or specifications can be directed to Josh Rittenhouse at Brasco International, 800-893-3665.

b. Are there any DBE requirements for the project?
   This project does not have an established Disadvantaged Business Enterprise (DBE) goal. The City of Steamboat Springs encourages contractors to use the services of DBE subcontractors whenever possible.

c. Are Davis Bacon wages applicable?
   Yes. Please find the attached General Decision Number: CC130011 for current Davis Bacon wage determinations.

d. Is there any FTA required design review?
   There is no specific FTA design review as part of this project.

e. What will happen to the existing shelters?
   City Transit will remove the existing shelters when the contractor is ready to begin work. The City requires a minimum one week notice in order to perform this work in anticipation of the beginning of construction.

f. What type of contract agreement and requirements will the City enter into with the Contractor/Engineer? Who will enter into the agreement? Both the contractor and the engineer? If the contract agreement is different than the typical City contract can you please supply a copy of that agreement?
   The City anticipates awarding one contract. A potential structure would have the general contractor as the primary with an engineer as a subcontractor. The contract will be the City’s standard
construction contract with additional language regarding the engineer’s insurance requirements. See attached contract template.

g. Does the contractor need to place any stickers on the shelters?
   No

h. Is there anything driving the July 15th completion date? More time would allow for survey and design collaboration.
   July 15, 2014 is the desired end date. There will be no liquidated damages assessed based on the actual completion date.
5. **Additional Questions or Clarifications Submitted to City per RFP**

**Terms:**

i. **If awarded the project, can the time spent preparing the RFP proposal be billed to the project, or would we not be able to bill anything previous to the contract award date?**
   
   Time spent preparing the RFP is not billable. The itemized cost proposal section contained within any submitted RFP should contain all project costs that the engineer/contractor team identifies as part and partial to execution of the work. This cost proposal will be included in the evaluation and selection of the submittals.

j. **If existing utilities run under the new shelters are we required to move them?**
   
   As stated in the RFP description documents, the engineer/contractor will be responsible for coordination with the utility providers and whether any relocation is necessary.

k. **Mt. Werner Underpass Transit Facility: It appears this location will require construction of a bus pullout. Is concrete acceptable for this pullout?**
   
   Concrete is an acceptable paving method within CDOT right of way as long as an adequate structural number can be proven with the proposed depth of paving and appropriate jointing details are met. The final design concept will need to be run by CDOT prior to construction along with the proposed traffic control plan.

l. **Schedule: Can the end date of July 15th, 2014 be pushed back to allow enough time for survey, design, and pre-construction meeting to occur after snowmelt and still meet the 1 month buffer between pre-construction meeting and start of construction?**
   
   July 15, 2014 is the desired end date. There will be no liquidated damages assessed based on the actual completion date.

m. **Deadline: Has the City thought about pushing the proposal deadline date to Wednesday, December 4th? This would allow for a more thorough Proposal, as the week of Thanksgiving poses a difficult time to get pricing from subs/vendors etc...**
   
   The submittal deadline has been modified to December 4th, 2013 at 5pm.
6. Transit Shelter Schematic Cut Sheet and Installation Instructions
THE FOLLOWING TOOLS ARE REQUIRED FOR INSTALLATION

- Drill Motor, 1/4" Drill Bits, #11 Drill Bits, HD Drill Motor or Hammer Drill
- Cordless Drills
- 1/2" Masonry Drill Bits - #6 Long
- 5/16" & 3/8" Socket and Wrench
- Bubble Level, Line Level, String Line
- Caulk Gun and Sealant
- Air Compressor
- Shop Vac / Broom - Clean Up
- Steel Hammer
- Dead Blow Hammer or Mallet
- Heavy Duty Rivet Gun "Manual"
- Or Pneumatic Rivet Gun
- Tape Measure
- Generator
- Hand Tools: Screw Drivers, Punch Etc.
- Ladder

FASTENERS & HARDWARE

F1045
- Ø3/16" X 1/4" Aluminum Pop Rivet Window Sash to Shelter Frame

F1046
- Ø3/16" X 3/8" Stainless Steel Pop Rivet Bench Bracket & Backrest Bracket to Shelter Frame

F1047
- Ø1/8" X 1/2" Aluminum Dome Head Drive Rivet Roof Module to Shelter Frame

F1048
- Ø1/4" X 3/4" Aluminum Flat Head Drive Rivet Shelter Frame to Shelter Frame

F1069
- Ø1/4" X 3/8" Aluminum Dome Head Drive Rivet Anchor Boot to Column

F1022
- 1/2" X 3 3/4" S.S. Wedge Anchor Bolt with Flat Washer, Lock Washer & Nut Ground Attachment for Anchor Boot

CLEANING TIPS

- This information is intended to serve as a guide and will be useful in understanding the proper care and maintenance of anodized aluminum. As with any finished product, anodized aluminum requires reasonable care prior to and during installation. Anodized aluminum possesses exceptional resistance to corrosion discoloration and wear. Upon final installation routine maintenance should commence. The more frequently aluminum is cleaned the easier and less costly succeeding maintenance is:

1. Over-cleaning or excessive rubbing can do more harm than good.
2. Strong solvents or strong cleaner concentrations can cause damage to the finished surfaces.
3. Avoid abrasive cleaners. Do not use household cleaners that contain abrasives.
4. Abrasive materials like steel wool, abrasive brushes, etc. can wear and harm finishes.
5. Avoid drips and splashes. Remove excess solvents as quickly as possible.
6. Avoid temperature extremes. Heat accelerates chemical reactions and may evaporate water from cleaning solutions. Extremely low temperatures may result in poor cleaning results. Cleaning under adverse conditions may result in streaking or staining. Ideally, cleaning should be done in shade at moderate temperatures.

7. Do not substitute a heavy-duty cleaner for a frequently used mild cleaner.
8. Do not scour surface.
9. Never use paint removers, aggressive alkaline, acid or abrasive cleaners.
10. Always do a surface test in an inconspicuous area.
11. Follow manufacturers recommendations for mixing and diluting cleaners.
12. Never mix cleaners.
13. To prevent warping, make sure cleaning sponges, cloths, etc. are free of grit or dirt.

BRASCO INTERNATIONAL, INC.
32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-853-3665 WWW.BRASCO.COM

This drawing is proprietary and is for the sole use of our customers and may not be reproduced or copied without written permission from Brasco International. Lead time begins upon receipt of signed approval.

Signed: ___________________ Date: ___________________

Customer: Installation Instructions
Project: Slimline Style Transit Shelter
Mode: Slimline Series
Job #: SHEET #: 1

Engineer: SJT
Date: 11-10-11

Checker: BOH
Date: 11-18-11
NOTE: FIGURE 3 SHOWS A GENERIC WALL LAYOUT. SEE WALL LAYOUT PROVIDED FOR ACTUAL CONFIGURATION.

FIGURE 3

1) START WITH THE LEFT SIDE WALL AND LEFT BACK WALL. SET COLUMNS IN ANCHOR BOOTS. (ANCHOR BOOTS CAN BE ALIGNED UNDER SILLS OR TO OUTSIDE OF SHELTER AS SHOWN IN FIGURE 3) SLIDE HEADER AND SILL TUBES INTO CORRESPONDING TUBE CLIPS UNTIL FULLY ENGAGED. USING THE DRIVE RIVET TOOL, ATTACH TO CLIPS WITH F1046 - Ø3/8 X 3/4 FLAT HD. DRIVE RIVETS.

2) REPEAT STEP 1 FOR REMAINING WALL SECTIONS, FRONT HEADER AND CROSS BRACE(S) CONNECTIONS.

3) WHERE WALL SECTIONS WERE CONNECTED, USE #11 (Ø.191") DRILL BIT TO TRANSFER HOLES IN GLAZING SASH TO COLUMNS. SECURE SASH TO COLUMN WITH F1045 - Ø 1/2 X 3/8 POP RIVET (FIGURE 2).

4) WITH THE SHELTER IN THE PROPER LOCATION, SQUARE AND PLUMB WALL SECTIONS USING THE SHIMS PROVIDED. PITCH SHELTER TO THE REAR FOR DRAINAGE. TRANSFER Ø3/8 HOLES THRU ANCHOR BOOTS INTO COLUMNS. ATTACH COLUMNS TO ANCHOR BOOTS USING Ø 3/8 X 3/4 DOME HD. DRIVE RIVET.

5) DRILL A Ø3/8 HOLE 4" DP. MINIMUM IN CONCRETE FOR F1022 - WEDGE ANCHORS. CLEAN DUST AND DEBRIS FROM HOLES. TAP WEDGE ANCHORS INTO HOLES LEAVING 3/4 MIN. EXPOSED ABOVE BOOT FLANGE. APPLY FLAT WASHER, LOCK WASHER AND NUT ONTO ANCHOR AND TIGHTEN SECURELY.
5) Make sure top of header beams are clean and clear of debris. With drain holes to rear of shelter set the roof module onto shelter wall sections (Figure 7).

6A) Figure 5 shows attachment for multiple dome roofs. On multi-dome roofs run two continuous \( \frac{3}{8} \) beads of silicone along cross brace as shown. After roofs are installed run a continuous bead of silicone along abutment of dome roof modules.

7) Transfer mounting holes in fascia alignment lip to headers with \( \varnothing \frac{3}{8} \) drill bit.

9) Attach roof module around entire perimeter with F1047 - \( \varnothing \frac{3}{4} \) x \( \frac{3}{4} \) dome HD. drive rivets.
7. **Contract Template**
AN AGREEMENT BY AND BETWEEN THE CITY OF STEAMBOAT SPRINGS, A MUNICIPAL CORPORATION, AND _____________________________ FOR ________

IN STEAMBOAT SPRINGS, COLORADO.

SECTION I - PARTIES

THIS AGREEMENT, made this ___ day of ________________, 2013 by and between the City of Steamboat Springs, hereinafter called “City” and _____________________________, doing business as (a corporation) hereinafter called “Contractor”.

SECTION 2 - RECITALS AND PURPOSE

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

2.1 The Contractor will commence and complete the _________________ hereinafter called “Project”.

2.2 The Contractor represents that it has the special expertise and background necessary to complete the project for the amount of Contractor’s Proposal and within the time period specified.

SECTION 3 - SCOPE OF SERVICES

The Contractor agrees to complete the Project in accordance with all the Contract Documents referenced in Section 5 below.

3.1 The Contractor will furnish all of the material, supplies, tools, equipment, labor and other necessary for the construction and completion of the Project described herein.

3.2 The Contractor will commence the work required by the Contract Documents upon the direction of _____________________________ for the City of Steamboat Springs.

SECTION 4- COMPENSATION

4.1 The Contractor agrees to perform all of the work to complete the Project described in the Contract Documents and comply with the terms therein for the sum of _____________________________.

4.2 The amount appropriated for the Contract is ___________________________. The issuance of any change order or other form of order or any directive by the City requiring additional compensable work to be performed, which work caused the aggregate amount payable under the contract to exceed the amount appropriated is hereby prohibited, unless the Contractor is given written assurance by the City that lawful appropriations to cover the costs of additional work have been made or such appropriations have in fact been made, unless such work is covered under a remedy-granting provision herein.

4.3 Payments: City shall authorize partial payments of the amounts due hereunder at the end of each calendar month, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing the contract. At least ninety percent of the calculated value of any work completed shall be paid until fifty percent of the work required by the contract
Construction Services

has been performed. Thereafter, City shall pay any of the remaining installments without retaining additional funds if, in the opinion of the City, satisfactory progress is being made to the work. The withheld percentage of the contract price of any such work shall be retained until the contract is completed satisfactorily and finally accepted by the City. If the City finds that satisfactory progress is being made in all phases of the contract, it may, upon written request by the Contractor, authorize final payment from the withheld percentage to the Contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before such payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work. Retainage will not be deducted on any prepayment request for the building required by the manufacturer prior to delivery.

SECTION 5 - CONTRACT DOCUMENTS

The term “Contract Documents” means and includes the following:

A. Agreement
B. Advertisement for Bid or Invitation for Bidders
C. Information for Bidders
D. Bid
E. Bid Bond
F. General Provisions
G. Payment Bond
H. Performance Bond
I. Notice of Award
J. Notice to Proceed
K. Change Order
L. Drawings prepared or issued by ___________________________, numbered _______ through ________, and issued ___________________.
M. Specifications prepared or issued by________________________ and issued _____________________________.
N. Addenda:
   No. _______, dated ________________, ______________
   No. _______, dated ________________, ______________

SECTION 6 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the project are essential conditions of the Contract Documents and the work embraced shall be commenced __________________, or as directed by the City and the date for substantial completion is ________________________.

6.1 The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

6.2 If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the owner, then the Contractor will pay to the owner the amount for liquidated
damages in the amount of _________ for each calendar day that the contractor shall be in default after the date stipulated in the Contract Documents.

6.3 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the owner or architect.

6.3.1 To any preference, priority or allocation order duly issued by the City.

6.3.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of the contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and the abnormal and unforeseeable weather, and

6.3.3 To any delays of subcontractors occasioned by any of the causes specified in paragraphs 6.3.1 and 6.3.2 of the section.

SECTION 7 - NON-APPROPRIATION

Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the City under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of the City's monies.

SECTION 8 - INSURANCE

8.1 The Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor to maintain such continuous coverage.

8.1.1 Worker’s Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

8.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and ONE MILLION DOLLARS ($1,000,000.00) aggregated. The policy shall include the City of Steamboat Springs, its officers and its employees, and the Colorado Department of Transportation, as additional insured, with primary coverage as respects the City of Steamboat Springs, its officers and its employees, and shall contain a Severability of interest’s position.

8.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000.00) per person in any one occurrence and SIX
HUNDRED THOUSAND DOLLARS ($600,000.00) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000.00) per occurrence, with respect to each of the Contractor’s owned, hired or non-owned vehicles assigned to used in performance of the services. The policy shall include the City of Steamboat Springs, its officers and its employees, as additional insured, with primary coverage as respects the City of Steamboat Springs, its officers and its employees, and shall contain a SEVERABILITY of interest’s provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City under this contract.

8.1.4 The Contractor shall secure, if applicable, “All Risk” type Builder’s Risk Insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than the Contract Amount totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind collapse, riot, aircraft, and smoke during the Contract Time, and until the work is accepted by the City. The policy shall name as the insured the Contractor, the Engineer, and the City.

8.1.5 For any Design Professional(s) Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and ONE MILLION DOLLARS ($1,000,000.00) aggregate will be required.

8.2 A certificate of insurance shall be completed by the Contractor’s insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City’s Internal Services Director prior to commencement of any services under the contract.

8.3 The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $350,000 per person and $990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

SECTION 9 - INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this contract, if such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the Contractor or any officer or employee of the Contractor. The obligations of this Section 9 shall not extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

SECTION 10 - QUALITY OF WORK

Contractor’s professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of construction services of a similar nature.
SECTION 11 - INDEPENDENT CONTRACTOR

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City. Any provision in this Agreement that may appear to give the City the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City as to end results of the work only. As an independent contract, Contractor is not entitled to worker’s compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid to this contract.

SECTION 12 - ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City’s prior written consent.

SECTION 13 - DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event that either part shall fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

SECTION 14 - INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

SECTION 15 - CONSTRUCTION OF CONTRACT DOCUMENTS

In the event there is a conflict between a provision of this Agreement and a provision of any of the Contract documents, the provisions of this Agreement shall prevail.

SECTION 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following; 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by agency of the Federal government, setting forth the provisions of the Equal Opportunity Laws.

16.2 Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the
American with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

SECTION 17 - COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

SECTION 18 - SEVERABILITY

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

SECTION 19 - UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

SECTION 20 - VERIFICATION REGARDING ILLEGAL ALIENS

Contractor shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program of the Colorado Department of Labor and Employment Program. If participating in the E-Verify program, Contractor shall provide the City a copy of the executed Memorandum of Understanding executed between the Contractor and the US Department of Homeland Security. If participating in the Colorado Department of Labor and Employment Program, Contractor shall provide the City a copy of the completed Notice of Participation and a copy of the Contractor Affirmation for the Department Program for each employee newly hired to perform work under this Agreement.

SECTION 21 - LIMITATION REGARDING E-VERIFY AND COLORADO DEPARTMENT OF LABOR & EMPLOYMENT PROGRAMS

Contractor shall not use E-Verify or the Colorado Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while performing this Contract. CRS 8-17.5-102(2)(b)(II).

SECTION 22 - DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(a) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
(b) terminate the subcontract with the subcontractor if, within three days of receiving the required notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien CRS 8-17.5-102(2)(b)(III)(A) & (B).]

SECTION 23 - DUTY TO COMPLY WITH STATE INVESTIGATION

Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5). CRS 8-17.5-102(2)(b)(IV).]

SECTION 24 - DAMAGES FOR BREACH OF CONTRACT

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor’s breach of any paragraph numbered twenty-one (21) through twenty-five (25) inclusive, Contractor shall be liable for actual and consequential damages to the City.

SECTION 25 – LAWFULLY PRESENT IN THE UNITED STATES

All Contractors eighteen years of age or older shall provide proof that they are lawfully present in the United States prior to receipt of certain public benefits. [CRS 24-76.5-101] Contractor shall sign the attached affidavit affirming lawful presence in the United States and shall provide proof in the one of the forms indicated on the attached affidavit. [CRS 24-76.5-103]

For an individual who has executed an affidavit stating that he or she is an alien lawfully present in the United States, verification of lawful presence for federal public benefits or state or local public benefits shall be made through the federal systematic alien verification of entitlement program, referred to in this section as the “SAVE program”, operated by the United States Department of Homeland Security or a successor program designated by the United States Department of Homeland Security. Until such verification of lawful presence is made, the affidavit may be presumed to be proof of lawful presence for purposes of this section. [CRS 24-76.5-103 (7)]

Dated this ______ day of ______________________________ , 2013.

CITY OF STEAMBOAT SPRINGS,
A Municipal Corporation

Debra Hinsvark
City Manager

ATTEST:

Julie Franklin
City Clerk
CONTRACTOR

Name
Title

ATTEST:

Name
Title

STATE OF COLORADO )
)ss.
COUNTY OF ROUTT )

The foregoing instrument was subscribed to and acknowledged before me by Debra Hinsvark, City Manager, and attested to by Julie Franklin, City Clerk, for the City of Steamboat Springs, Colorado, on the ________________ day of ________________________, 2013.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF COLORADO )
)ss.
COUNTY OF _____________)

The foregoing instrument was subscribed to and acknowledged before me by ________________________________ and attested to by ________________________________ on the _____ day of ________________________, 2013.

WITNESS my hand and official seal.

Notary Public

My commission expires:
8. **Davis Bacon Wage Determination: General Decision Number:**
CC130011
General Decision Number: CO130011 11/08/2013 CO11

Superseded General Decision Number: CO20120011

State: Colorado

Construction Type: Building


BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

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ASBE0028-004 07/01/2012

ALL COUNTIES EXCEPT ARCHULETA, CONEJOS, COSTILLA, LA PLATA AND MONTEZUMA

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Asbestos Workers/Insulator
(Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)


11/21/2013
ARCHULETA, CONEJOS, COSTILLA, LA PLATA AND MONTEZUMA

Rates Fringes

Asbestos Workers/Insulator
(Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems)..............................$ 30.76 11.38

ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CHEYENNE, CONEJOS, COSTILLA, CROWLEY, CUSTER, DOLORES, ELBERT, FREMONT, HINSDALE, HUERFANO, KIOWA, KIT CARSON, LA PLATA, LAS ANIMAS, LINCOLN, MINERAL, MONTEZUMA, PARK, PROWERS, SAGUACHE, SAN JUAN & TELLER COUNTIES

Rates Fringes

BRICKLAYER..........................$ 23.88 8.46

DELTA, GARFIELD, GRAND, GUNNISON, JACKSON, LAKE, LOGAN, MOFFAT, MONTROSE, MORGAN, OTERO, OURAY, PHILLIPS, RIO BLANCO, RIO GRANDE, SAN MIGUEL, SEDGWICK, WASHINGTON & YUMA COUNTIES

Rates Fringes

BRICKLAYER..........................$ 23.88 8.46

CLEAR CREEK, EAGLE, GILPIN, PITKIN, ROUTT & SUMMIT COUNTIES

Rates Fringes

BRICKLAYER..........................$ 23.68 8.34

CARP9901-006 05/01/2009


Rates Fringes

Carpenters:
Formbuilding/Formsetting,

Drywall Hanging/Framing and Metal Stud Work.............$ 26.60 8.89

CARP9901-007 05/01/2009

Alamosa, Archuleta, Conejos, Costilla, Dolores, Hinsdale, La Plata, Mineral, Montezuma, Rio Grande, San Juan and San Miguel Counties, Colorado

Rates Fringes

CARPENTER
  Formbuilding/Formsetting,
  Drywall Hanging/Framing
  and Metal Stud Work.............$ 23.05 7.60

ELEC0012-001 09/01/2013

ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, RIO GRANDE AND SAGUACHE COUNTIES

Rates Fringes

Electricians:
  Electrical contract over
  $1,000,000......................$ 27.25 11.92
  Electrical contract under
  $1,000,000......................$ 24.75 11.84
  (Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls)

ELEC0068-007 12/01/2012

CLEAR CREEK, EAGLE, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON AND YUMA COUNTIES

Rates Fringes

ELECTRICIAN.....................$ 32.10 12.53
  (Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls

ELEC0113-003 06/01/2013

CHEYENNE, ELBERT, KIT CARSON, LINCOLN, PARK AND TELLER COUNTIES

Rates Fringes

ELECTRICIAN (Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls).............$ 29.55 14.48

* ELEC0969-001 07/01/2012

## DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL COUNTIES

**Rates** | **Fringes**
--- | ---
ELECTRICIAN | $21.00 | 8.57

*Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls*

---

**ELEC0969-009 07/01/2012**

### DELTA AND MONTROSE COUNTIES

**Rates** | **Fringes**
--- | ---
ELECTRICIAN | $21.00 | 8.57

*Including low voltage wiring and installation of fire alarms, telephones, computers and temperature controls*

---

**ELEV0025-002 01/01/2013**

**Elevator Constructor** | $39.59 | 25.185

**FOOTNOTE:**
a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

**PAID HOLIDAYS:** New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

---

**IRON0024-002 07/01/2011**

**Ironworker, reinforcing and structural** | $23.80 | 10.91

---

**LAB00720-003 05/01/2009**

**Laborers:**

**Concrete/Mason Tenders** | $16.52 | 6.84

---

**PAIN0930-001 07/01/2013**

**GLAZIER** | $28.67 | 7.52

---

**PLAS0577-001 05/01/2013**

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11/21/2013
Cement Mason/Concrete Finisher...$ 23.25 10.23

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<td>Pipefitters Exclude HVAC Work</td>
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PLUMBER/PIPEFITTER
PLUMBERS (Including HVAC work) & PIPEFITTERS
(Excluding HVAC work).......$24.58 10.97
-----------------------------------------
PLUM0208-005 07/01/2013

CLEAR CREEK, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON, YUMA. PARTS OF ELBERT, EAGLE, KIT CARSON, LINCOLN, AND PARK COUNTIES

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PIPFITTER
(Excluding HVAC work).......$33.35 12.27
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ROOP0058-001 05/01/2010

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ROOFER..........................$20.83 5.43
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SHEE0009-001 07/01/2013

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Sheet metal worker
(Includes HVAC duct and installation of HVAC systems)..................$32.04 13.13
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SUCC0201-008 12/20/2001

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Carpenters:
Acoustical.....................$15.69 3.15
All other Work..................$15.94 3.41

Drywall Finisher/Taper...........$14.44 2.19

Laborer, common..................$9.75

PAINTER..........................$15.19
(Excluding drywall finishing/taping) Brush, Roller, Spray

Power equipment operators:.......$13.41
Backhoe

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

11/21/2013
award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.
1.) Has there been an initial decision in the matter? This can be:

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION
General Decision Number: CO130023 11/15/2013 CO23

Superseded General Decision Number: CO20120023

State: Colorado

Construction Type: Highway

Counties: Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt and Summit Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number       Publication Date       
                        0       01/04/2013
                        1     11/15/2013

CARP9901-009 10/01/2010

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ELECO068-017 03/01/2011

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SUMMIT COUNTY

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TRAFFIC SIGNALIZATION:
Traffic Signal Installation

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<td>Zone 2</td>
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TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

* ELEC0111-004 03/01/2013

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ELECTRICIAN (Boom Truck Operator).........................$ 21.71 8.66

ENGI0009-013 06/25/2012

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POWER EQUIPMENT OPERATOR:
(3)- Drill Rig Caisson

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<td>2. Drill Rig Caisson</td>
<td>$24.57</td>
<td>8.62</td>
</tr>
<tr>
<td>3. Watson 2500 similar or larger</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IRON0024-006 07/01/2011

Garfield County Only

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworkers: Structural</td>
<td>$23.80</td>
</tr>
</tbody>
</table>

SUCO2011-008 09/15/2011

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter (Form Work Only)</td>
<td>$15.92</td>
</tr>
<tr>
<td>Eagle, Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit</td>
<td>$19.55</td>
</tr>
<tr>
<td>Garfield: Structural</td>
<td>$5.38</td>
</tr>
</tbody>
</table>

CEMENT MASON/CONCRETE FINISHER

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eagle: Structural</td>
<td>$17.59</td>
</tr>
<tr>
<td>Garfield: Structural</td>
<td>$17.27</td>
</tr>
<tr>
<td>Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit</td>
<td>$18.23</td>
</tr>
<tr>
<td>Summit: Structural</td>
<td>$15.55</td>
</tr>
</tbody>
</table>

ELECTRICIAN

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excludes Traffic Signallization: Structural $28.06</td>
<td>8.76</td>
</tr>
<tr>
<td>Traffic Signallization Groundsman Eagle, Garfield, Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt: Structural $15.93</td>
<td>4.01</td>
</tr>
<tr>
<td>Summit: Structural</td>
<td>$16.75</td>
</tr>
</tbody>
</table>

GUARDRAIL INSTALLER

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eagle: Structural</td>
<td>$12.78</td>
</tr>
<tr>
<td>Garfield, Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit: Structural $12.78</td>
<td>3.31</td>
</tr>
</tbody>
</table>

HIGHWAY/PARKING LOT STRIPING:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Driver (Line Striping Truck): Structural $14.60</td>
<td>3.49</td>
</tr>
</tbody>
</table>

HIGHWAY/PARKING LOT STRIPING: Painter


11/21/2013
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eagle</td>
<td>$13.85</td>
<td>3.07</td>
</tr>
<tr>
<td>Garfield, Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit</td>
<td>$13.97</td>
<td>3.07</td>
</tr>
<tr>
<td><strong>IRONWORKER, REINFORCING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Excludes Guardrail Installation)</td>
<td>$16.94</td>
<td>6.77</td>
</tr>
<tr>
<td><strong>IRONWORKER, STRUCTURAL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Excludes Guardrail Installation)</td>
<td>$22.22</td>
<td>6.01</td>
</tr>
<tr>
<td><strong>LABORER</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Raker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eagle</td>
<td>$16.36</td>
<td>3.26</td>
</tr>
<tr>
<td>Garfield</td>
<td>$18.66</td>
<td>3.53</td>
</tr>
<tr>
<td>Grand</td>
<td>$17.90</td>
<td>3.02</td>
</tr>
<tr>
<td>Jackson, Lake, Moffat, Routt</td>
<td>$17.75</td>
<td>3.75</td>
</tr>
<tr>
<td>Pitkin</td>
<td>$17.50</td>
<td>3.75</td>
</tr>
<tr>
<td>Rio Blanco</td>
<td>$18.97</td>
<td>3.75</td>
</tr>
<tr>
<td>Summit</td>
<td>$16.77</td>
<td>3.26</td>
</tr>
<tr>
<td><strong>Common or General</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eagle, Garfield, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit</td>
<td>$12.44</td>
<td>3.53</td>
</tr>
<tr>
<td>Grand</td>
<td>$19.14</td>
<td>3.53</td>
</tr>
<tr>
<td>Concrete Saw (Hand Held)</td>
<td>$16.00</td>
<td>6.14</td>
</tr>
<tr>
<td><strong>Landscape and irrigation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eagle</td>
<td>$14.84</td>
<td>3.16</td>
</tr>
<tr>
<td><strong>Landscape and Irrigation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garfield, Grand, Jackson, Lake, Moffatt, Rio Blanco, Routt</td>
<td>$13.54</td>
<td>3.16</td>
</tr>
<tr>
<td>Pitkin</td>
<td>$14.16</td>
<td>3.16</td>
</tr>
<tr>
<td>Summit</td>
<td>$13.09</td>
<td>3.16</td>
</tr>
<tr>
<td><strong>Mason Tender</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement/Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eagle, Garfield, Grand, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit</td>
<td>$12.44</td>
<td>3.10</td>
</tr>
<tr>
<td>Garfield</td>
<td>$14.87</td>
<td>3.10</td>
</tr>
<tr>
<td><strong>Traffic Control (Flagger)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Sets Up/Moves Barrels, Cones)</td>
<td>$9.42</td>
<td>3.21</td>
</tr>
<tr>
<td>Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eagle, Garfield, Grand, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit</td>
<td>$12.39</td>
<td>3.20</td>
</tr>
<tr>
<td>Jackson</td>
<td>$12.93</td>
<td>3.22</td>
</tr>
<tr>
<td><strong>PAINTER (Spray Only)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eagle</td>
<td>$17.49</td>
<td>3.52</td>
</tr>
<tr>
<td>Garfield, Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt</td>
<td>$17.54</td>
<td>3.52</td>
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</tbody>
</table>

http://www.wdol.gov/WDOL/SCAFiles/davisbacon/CO23.DVBv?v=1
<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Rate</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summit</td>
<td>$ 19.96</td>
<td>3.52</td>
<td></td>
</tr>
</tbody>
</table>

**POWER EQUIPMENT OPERATOR:**

- **Asphalt Laydown**
  - Eagle, Summit.............. $ 22.67 8.72
  - Garfield, Grand, Jackson, Lake, Moffatt, Pitkin, Routt.............. $ 24.09 7.93
  - Rio Blanco.............. $ 23.67 9.22
  - Asphalt Paver.............. $ 22.67 8.72
  - Asphalt Plant.............. $ 19.27 4.47
  - Asphalt Roller
    - Eagle.............. $ 23.01 8.72
    - Garfield, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit.............. $ 23.15 8.07
    - Grand.............. $ 22.67 8.72
    - Asphalt Spreader.............. $ 25.61 6.96

- **Backhoe/Trackhoe**
  - Eagle.............. $ 22.56 7.02
  - Garfield.............. $ 19.40 4.42
  - Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt.............. $ 22.92 6.15
  - Summit.............. $ 24.30 5.75

- **Bobcat/Skid Loader**
  - Eagle.............. $ 18.25 4.32
  - Garfield.............. $ 24.63 0.00
  - Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt.............. $ 21.04 5.18
  - Summit.............. $ 19.77 4.28

- **Broom/Sweeper**
  - Eagle.............. $ 23.35 7.78
  - Garfield, Jackson, Lake, Moffatt, Pitkin, Routt.............. $ 21.92 7.66
  - Grand.............. $ 21.67 8.22
  - Rio Blanco.............. $ 21.66 0.00
  - Summit.............. $ 22.67 8.72

- **Bulldozer**
  - Eagle.............. $ 26.78 7.05
  - Chipper.............. $ 22.04 8.26
  - Crane.............. $ 23.82 9.22
  - Drill.............. $ 20.84 2.66
  - Forklift.............. $ 18.30 5.01
  - Grade Checker.............. $ 23.82 9.22
  - Grader/Blade.............. $ 23.05 6.45

- **Guardrail/Post Driver**
  - Eagle.............. $ 16.07 4.41

- **Loader (Front End)**
  - Eagle.............. $ 24.98 7.55
  - Garfield.............. $ 21.93 9.22
  - Grand, Pitkin, Rio Blanco, Routt.............. $ 22.67 8.72
  - Jackson, Lake, Moffatt, Routt.............. $ 24.07 7.92
  - Rio Blanco.............. $ 23.67 9.22
  - Summit.............. $ 25.88 7.01

- **Mechanic**
  - Eagle, Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit.............. $ 23.31 3.93
  - Garfield.............. $ 19.80 4.20
<table>
<thead>
<tr>
<th>Equipment</th>
<th>Location</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oilier</td>
<td>Eagle</td>
<td>$23.82</td>
</tr>
<tr>
<td></td>
<td>Garfield, Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit</td>
<td>$24.04</td>
</tr>
<tr>
<td>Roller/Compactor (Dirt and Grade Compaction)</td>
<td>Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt</td>
<td>$22.72</td>
</tr>
<tr>
<td></td>
<td>Rio Blanco</td>
<td>$23.67</td>
</tr>
<tr>
<td></td>
<td>Summit</td>
<td>$24.38</td>
</tr>
<tr>
<td>Rotomill</td>
<td>Eagle</td>
<td>$18.86</td>
</tr>
<tr>
<td></td>
<td>Garfield, Jackson, Lake, Moffatt, Pitkin, Blanco, Routt</td>
<td>$20.70</td>
</tr>
<tr>
<td></td>
<td>Grand</td>
<td>$23.48</td>
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<tr>
<td></td>
<td>Summit</td>
<td>$16.28</td>
</tr>
<tr>
<td>Scraper</td>
<td></td>
<td>$20.60</td>
</tr>
<tr>
<td>Screed</td>
<td>Eagle</td>
<td>$17.04</td>
</tr>
<tr>
<td></td>
<td>Garfield, Jackson, Lake, Moffatt, Pitkin, Blanco, Summit</td>
<td>$23.76</td>
</tr>
<tr>
<td></td>
<td>Grand</td>
<td>$23.29</td>
</tr>
<tr>
<td></td>
<td>Tractor</td>
<td>$15.08</td>
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**TRUCK DRIVER**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Location</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distributor</td>
<td>Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt, Summit</td>
<td>$19.07</td>
</tr>
<tr>
<td></td>
<td>Rio Blanco</td>
<td>$15.80</td>
</tr>
<tr>
<td>Dump Truck</td>
<td>Eagle</td>
<td>$16.17</td>
</tr>
<tr>
<td></td>
<td>Garfield</td>
<td>$16.29</td>
</tr>
<tr>
<td></td>
<td>Grand, Jackson, Lake, Moffatt, Routt</td>
<td>$17.79</td>
</tr>
<tr>
<td></td>
<td>Pitkin</td>
<td>$20.13</td>
</tr>
<tr>
<td></td>
<td>Rio Blanco</td>
<td>$17.26</td>
</tr>
<tr>
<td></td>
<td>Summit</td>
<td>$15.27</td>
</tr>
<tr>
<td>Lowboy Truck</td>
<td>Eagle</td>
<td>$18.89</td>
</tr>
<tr>
<td></td>
<td>Garfield, Grand, Jackson, Lake, Moffatt, Pitkin, Rio Blanco, Routt, Summit</td>
<td>$18.43</td>
</tr>
<tr>
<td>Mechanic</td>
<td></td>
<td>$17.79</td>
</tr>
<tr>
<td>Multi-Purpose Specialty &amp; Hoisting Truck</td>
<td></td>
<td>$14.60</td>
</tr>
<tr>
<td>Pickup and Pilot Car</td>
<td></td>
<td>$14.04</td>
</tr>
<tr>
<td>Semi</td>
<td></td>
<td>$20.72</td>
</tr>
<tr>
<td>Water Truck</td>
<td>Eagle</td>
<td>$23.05</td>
</tr>
<tr>
<td></td>
<td>Garfield</td>
<td>$21.00</td>
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<tr>
<td></td>
<td>Grand</td>
<td>$21.19</td>
</tr>
<tr>
<td></td>
<td>Jackson, Lake, Moffatt, Pitkin, Routt, Summit</td>
<td>$20.39</td>
</tr>
<tr>
<td></td>
<td>Rio Blanco</td>
<td>$17.25</td>
</tr>
</tbody>
</table>
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUMO198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued.
as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

http://www.wdol.gov/WDOL/Scafiles/DavisBacon/CO23.dvb?v=1

11/21/2013
4.) All decisions by the Administrative Review Board are final.

-----------------------------------------------

END OF GENERAL DECISION