ARIZONA DEPARTMENT OF TRANSPORTATION

ADVERTISEMENT FOR BIDS
SPECIAL PROVISIONS
BIDDERS DOCUMENTS

SUBMITTED BY:

_____
(Company or Firm Name)

_____
(Mailing Address)

_____
(City) (State) (Zip Code)

_____
(Street Address - If Different From Above)

_____
(City) (State) (Zip Code)

Arizona Commercial License No. _____

License Classifications(s) _____

TRACS/Proj. No.:

0000 CH CCH SS954 01C HPP-STP-CCH-0(202)T
CONNECTION SR-80 to US-191
(Davis Road, MP9.9)

Contracts and Specifications Section
1651 West Jackson, Room 121F
Phoenix, Arizona 85007-3217

NOTICE

TO ALL BIDDERS

Read carefully the complete ADVERTISEMENT FOR BIDS and SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS in the Specifications. Important information is given in both documents which affects the acceptance of your bid proposal. Failure to comply may result in rejection of your bid.

Bids are to be prepared with black ink or typed and any alterations, initials or signatures must be in black ink.

Unit prices must be shown for each item of work in the Bidding Schedule, as well as, the extended bid amount. This applies to all items, including lump sum items.

If goals are established for participation by Disadvantaged Business Enterprises (DBE's), please read carefully the portion of the special provisions which addressed this subject. It is advisable to contact ADOT's Business Engagement and Compliance Office for assistance, particularly when bidding infrequently or for the first time.

It is **NOT** advisable to mail bid proposals. Proposals received in Contracts and Specifications Services, 1651 W. Jackson, Room 121F, Phoenix, Arizona 85007, after the designated time for opening will not be accepted regardless of the reason for not being received on time.

IMPORTANT

PRIOR TO SUBMITTING YOUR BID, PRINT COMPANY NAME, ADDRESS, CITY, STATE, AND ZIP IN THE SPACE PROVIDED ON THE COVER OF YOUR PROPOSAL. PLEASE ENSURE THAT THIS DATA IS THE SAME AS SHOWN ON THE BIDDING DOCUMENTS.

ARIZONA DEPARTMENT OF TRANSPORTATION

ADVERTISEMENT FOR BIDS

BID OPENING: FRIDAY, OCTOBER 07, 2016, AT 11:00 A.M. (M.S.T.)

TRACS NO	0000 CH CCH SS954 01C
PROJ NO	HPP-STP-CCH-0(202)T
TERMINI	CONNECTION SR-80 to US-191
LOCATION	DAVIS ROAD, MP9.9

ROUTE NO.	MILEPOST	DISTRICT	ITEM NO.
N/A	9.90 to 9.59	Southeast	Local-FA

The amount programmed for this contract is $ 4,055,000.00. The location and description of the proposed work and the representative items and approximate quantities are as follows:

The proposed project is located in Cochise County on Davis Road, which connects SR80 to US 191 approximately 3.6 miles southeast of Tombstone. With the mileposts increasing west to east, the MP9.9 improvements are located between MP9.59 and MP10.33. The work consists of the placement of concrete arch culverts and vertical and horizontal re-alignment of the roadway totaling 2,867 feet on Davis Road. Improvements also include addition of guardrail and concrete barrier, construction of an earthen diversion structure, installing access gates at ranch ingress/egress locations, and other related work.

REPRESENTATIVE ITEMS	**UNIT**	**QUANTITY**
Clearing and Grubbing	ACRE	8
Removal of Asphaltic Concrete Pavement	SQ.YD.	17,654
Roadway Excavation	CU.YD	3,904
Borrow (In Place)	CU.YD	26,074
Structural Excavation	CU.YD	1,854
Structure Backfill	CU.YD	2,782
Aggregate Base, Class 2	CU.YD	5,559
Asphaltic Concrete (Misc. Structural)	TON	5,874
Pipe, Corrugated Metal, 24”	L.FT.	91
F-Shaped Bridge Concrete Barrier and Transition (34”)	L.FT.	403
Precast Bridge (Arch Structures)(6-28’X5’X65.50’)	EACH	1
Temporary Painted Marking (Stripe)	L.FT.	40,580
Permanent Pavement Marking (Painted)(White & Yellow)	L.FT.	20,440
Seeding (Class II)	ACRE	7
Riprap(Dumped & Grouted)	CU.YD	34
Guardrail, W-Beam, Single Face	L.FT.	675
Embankment Curb	L.FT	246
Contractor Quality Control	L.SUM	1
Construction Surveying and Layout	L.SUM	1

The time allowed for the completion of the work included in this project will be 140 working days.

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The minimum contract-specified goal for participation by Disadvantaged Business Enterprises in the work, as a percentage of the total amount bid, shall be 3.83.

Project plans, special provisions, and proposal pamphlets may be purchased in paper format from Contracts and Specifications Section, 1651 W. Jackson, Room 121F, Phoenix, AZ 85007-3217, (602) 712-7221. The cost is $28, payable at time of order by cash, check, or money order. Please indicate whether a bid proposal package or a subcontractor/supplier set is desired. An additional fee of $5 will be charged for each set of Special Provisions requested which is not accompanied by the purchase of a related set of project plans. Checks should be made payable to the Arizona Department of Transportation. We cannot guarantee mail delivery. No refund will be made for plans or specifications returned.

Contract documents and other project documents are available as electronic files, at no charge, from the Contracts and Specifications website, pursuant to Subsection 102.02 of the specifications. The Contracts and Specifications Current Advertisements website is located at:
http://www.azdot.gov/business/ContractsandSpecifications/CurrentAdvertisements.

Documents should be available within one week following the advertisement for bids.

This project is eligible for electronic bidding.

Cross sections, earthwork quantity sheets, and other files and reports, if applicable, will be available on the Contracts and Specifications website.

To submit a valid bid, the bidder must (1) have prequalification from the Department as necessary for the project, and (2) be included on the project Plansholder List as a Prime. The Application for Contractor Prequalification shall be filed at least 15 calendar days prior to the bid opening date. The Application may be obtained from the Contracts and Specifications website.

This contract is subject to the provisions of Arizona Revised Statutes Section 42-5075 -- Prime contracting classification; exemptions; definitions.

No award will be made to any contractor who is not a duly licensed contractor in accordance with Arizona Revised Statutes 32-1101 through 32-1170.03.

All labor employed on this project shall be paid in accordance with the minimum wage rates shown in the General Wage Decision. These rates have been determined in accordance with the requirements of the law and issued by the Secretary of Labor for this project. The wage scale is on file in Contracts and Specifications Section and copies may be obtained at all reasonable times.

A proposal guaranty in the form of either a certified or a cashier's check made payable to the State Treasurer of Arizona for not less than ten percent of the amount of the bid or in the form of a surety (bid) bond for ten percent of the amount of the bid shall accompany the proposal.

Surety (bid) bonds will be accepted only on the form provided by the Department and only from corporate sureties authorized to do business in Arizona.

Proposal pamphlets in paper format shall be submitted only in the envelope provided by the Department to:

Arizona Department of Transportation
Infrastructure Delivery and Operations Division
Contracts and Specifications Section
1651 West Jackson Street, Room 121F
Phoenix, Arizona 85007-3217

Sealed bids will be received until the hour indicated and then publicly opened and read. No bids will be received after the time specified.

Engineering Specialist:	Sarker Rahman	(602) 712-8262
Construction Supervisor:	Brian Jevas	(928) 432-4936

STEVE BEASLEY,
Engineer-Manager
Contracts & Specifications Section

008 YU 020 H869701C
NH-008-A(222)T
8/02/2016

SPECIAL PROVISIONS

FOR

ARIZONA PROJECTS

0000 CH CCH SS954 01C

HPP-STP-CCH-0(202)T

CONNECTION SR-80 to US-191

DAVIS ROAD, MP9.9

DRAINAGE AND ROADWAY IMPROVEMENTS

PROPOSED WORK:

The proposed project is located in Cochise County on Davis Road, which connects SR80 to US 191 approximately 3.6 miles southeast of Tombstone. With the mileposts increasing west to east, the MP9.9 improvements are located between MP9.59 and MP10.33. The work consists of the placement of concrete arch culverts and vertical and horizontal re-alignment of the roadway totaling 2,867 feet on Davis Road. Improvements also include addition of guardrail and concrete barrier, construction of an earthen diversion structure, installing access gates at ranch ingress/egress locations, and other related work.

PROFESSIONAL ENGINEER SEALS

This book of specifications and related contract documents represents the efforts of the following organizations:

(1) Stantec Consulting Services, Inc. (2) Arizona Department of Transportation

A representative of each firm or group has affixed his/her professional seal below, which attests that those portions of these specifications which relate to the subject areas prepared under his/her direction.

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
34006
DOUGLAS MICHAEL
MOSEKE
Date Signed 07/28/16
ARIZONA, U.S.A.

Expires 09/30/2017

Stantec Consulting Services Inc.
(Roadway, Detour, Traffic Control,
Pavement Marking and Signing)

Registered Professional Engineer (Civil)
CERTIFICATE NO.
16738
JOHN S.
WISE
Date Signed 07/28/16
ARIZONA U.S.A.
Expires 12/31/16

Stantec Consulting Services Inc
(Culvert Drainage Details and)
Erosion Control Plan)

Brady

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
11197
E. LEROY
BRADY
DATE SIGNED 7-29-16
ARIZONA U.S.A.

Expires 3/31/2017

Arizona Department of Transportation
(Roadside Development)
Seeding Specification

(SPC00FA, 06/09/16)

SPECIFICATIONS:

The work embraced herein shall be performed in accordance with the requirements of the following separate documents:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 (Pub. # 31-066),

Arizona Department of Transportation, Intermodal Transportation Division, Standard Drawings, listed in the project plans, and available on the Department's website,

Arizona Department of Transportation, Traffic Group, Manual of Approved Signs, available on the Department's website,

Arizona Department of Transportation, Traffic Group, Traffic Control Design Guidelines, Edition of 2010, available on the Department's website,

Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 edition and Arizona Supplement to the 2009 edition, dated January, 2012,

The Proposal Pamphlet and Non-bid Pamphlet which include the following documents:

These Special Provisions,

Appendix A- Subgrade Acceptance Chart

Appendix B- Environmental Documents

Required Contract Provisions Federal-Aid Construction Contracts (Form FHWA 1273 Revised May 1, 2012),

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), July 1, 1978, Revised November 3, 1980 and Revised April 15, 1981,

Title VI / Non-Discrimination Assurances,
Appendix A
Appendix E,

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), July 1, 1978, Revised November 3, 1980 and Revised April 15, 1981,

Equal Employment Opportunity Compliance Reports, Federal-Aid Projects, February 1, 1977, Revised July 1, 1978, Revised November 3, 1980, Revised April 15, 1981,

Revised September 7, 1983, Revised October 15, 1998, Revised January 1, 2005, Revised August 1, 2005, and Revised March 1, 2015,

Wage Determination Decision,

Bidding Schedule,

Included in the Proposal Pamphlet only:

Proposal,

Surety (Bid) Bond, 12-1303,

Certification With Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports, Federal Aid Projects, April, 1969, Rev. July, 2003,

Certification With Respect to the Receipt of Addenda,

Disadvantaged Business Enterprise (DBE) Assurance,

BID SUBMISSION:

In submitting a bid, the holder of a Bid Proposal Pamphlet shall completely execute the following documents:

Proposal,

Bidding Schedule,

Surety (Bid) Bond, 12-1303,

Certification With Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports, Federal Aid Projects, April, 1969, Rev. July, 2003, and

Certification With Respect to the Receipt of Addenda.

Disadvantaged Business Enterprise (DBE) Assurance,

PROPOSAL GUARANTY:

Each bidder is advised to satisfy itself as to the character and the amount of the proposal guaranty required in the Advertisement for Bids.

CONTRACT DOCUMENTS:

The bidder to whom an award is made will be required to execute a Performance Bond and a Payment Bond, each in 100 percent of the amount of the bid, an Insurance Certificate and the Contract Agreement.

A copy of these documents is not included in the Proposal Pamphlet which is furnished to prospective bidders; however, each bidder shall satisfy itself as to the requirements of each document.

The documents, approved by the Department of Transportation, Highways Division, are identified as follows:

Statutory Performance Bond, 12-1301, September, 1992

Statutory Payment Bond, 12-1302, September, 1992

Contract Agreement, 12-0912, August, 2000

Certificate of Insurance, 12-0100, June, 1998

A copy of each document may be obtained by making a request to Contracts and Specifications Services.

COPIES OF PROJECT DOCUMENTS:

Distribution of a limited number of plans and Special Provisions will be made to the successful low bidder, at no charge, following confirmation of bid prices and DBE submittal, if applicable. The distribution will be made on the following basis:

Contract Size (Dollars)	Full Size Plans	1/2 Size Plans	Bound Bid Books	Unbound Bid Books
$0 - $20,000,000	2	10	5	10
over $$20,000,000	5	20	5	20

These plans and Special Provisions will be set aside and designated for use by the low bidder along with an equal number held in reserve for the responsible District Office.

Any additional plans or Special Provisions that the low bidder may require beyond the above distribution will be available at the invoice cost of printing by ordering through the Engineer.

MATERIAL AND SITE INFORMATION:

Projects requiring materials, excavation, or site investigation may have additional information available concerning the material investigations of the project site and adjacent projects. This information, when available and applicable, may be examined in the Office of

the Bridge Group-Geotechnical Section, located at 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740. The contractor may contact Bridge Group at (602) 712-7481 to schedule an appointment to examine the information. This information will not be attached to the contract documents. Copies of available information may be purchased by prospective bidders.

(EPRISE, 06/09/16)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program and;
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

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 USDOT-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 state deems appropriate, which may include, but 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.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55 which definition is incorporated herein by reference.

(B) Committed DBE: A DBE that was identified by the contractor, typically on a DBE Affidavit, to meet an assigned DBE goal as a condition of contract award and performance, and includes any substitute DBE that has subsequently been committed work to meet the assigned contract goal.

(1)

(C) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(D) Joint Check: a two-party check between a subcontractor, DBE and/or non-DBE, a prime contractor and the regular dealer of material supplies.

(E) Joint Venture: an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution,

control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

(2)

(F) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the US business economy.

(G) Non-DBE: any firm that is not a DBE.

(3)

(H) Race Conscious: a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

(4)

(I) Race Neutral: a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race neutral includes gender-neutrality.

(5)

(J) Small Business Concern: a business that meets all of the following conditions:

(1) Operates as a for-profit business;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(K) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All bidders should contact the Department’s Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction program of the Department. BECO contact information is as follows:

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson Street, Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov
Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling the requirements of 49 CFR Part

23. For guidance regarding this program, refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious and race neutral efforts. Race conscious participation occurs where the contractor uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, describes race neutral participation as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The contractor shall meet the goal specified herein with DBEs, or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime contractors are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

The DBE provisions are applicable to all bidders including DBE bidders.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable Arizona Unified Certification agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities; only that the firm has met the criteria for DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do business in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization goals on projects, ADOT encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward the DBE contract goal.

SBCs can register online at the AZ UTRACS website. The Department's registration of SBCs is not a representation of qualifications and/or abilities. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE contract goal.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from

the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.01 General:

The contractor shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.02 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information through a Bidders/Proposers List when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs, must be registered in AZ UTRACS. Bidders may verify that their firm and each subcontractors is registered using the AZ UTRACS website.

Bidders may obtain additional information at the AZ UTRACS website or by contacting BECO.

Bidders shall create the Bidders/Proposers List in the AZ UTRACS by selecting all subcontractors, service providers, manufacturers and suppliers that expressed interest or submitted bids, proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, manufacturers and suppliers regardless of the bidders' intentions to use those firms on the project.

All bidders must complete the Bidders/Proposers List online at AZ UTRACS whether they are the apparent low bidder or not. A confirmation email will be generated by the system. The bidders shall submit to BECO a copy of the email confirmation no later than 4:00 p.m. on the seventh calendar day following the bid opening. Faxed copies are acceptable.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL TO BECO BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.

12.0 DBE Goals:

The minimum goal for participation by DBEs on this project is as follows:

3.83 Percent

The percentage of DBE participation shall be based on the total bid.

13.0 Submission with Bids:

All bidders are required to certify in their bid proposal on the "Disadvantaged Business Enterprise Goal Assurance" certificate either:

(1) The bidder has met the established DBE goal and arrangements with certified DBEs have been made prior to the submission of the bid, or

(2) The bidder has been unable to meet the established DBE goal prior to the submission of the bid and has made good faith efforts to do so.

For the purpose of this section, 'arrangements' means, at a minimum, agreement between the bidder and the certified DBE, either written or oral, on unit prices and scope of work.

This certificate may not be revised or corrected after submission of the bid. If the bidder certifies that it has met the goal, the bidder cannot change its position after submission of the bid and submit documentation of a good faith effort. If the bidder certifies that it has been unable to meet the goal and has made a good faith effort, the bidder cannot change its position after submission of the bid and claim to have met or be able to meet the established goal.

Bids submitted with altered, incomplete or unsigned certificates will be considered non-responsive. Bids submitted with certifications on forms other than those furnished by the Department will be considered non-responsive.

14.0 Bidder Meeting DBE Goal:

14.01 General:

In order to be awarded this contract, the apparent low bidder must establish either (1) that it has met the DBE participation goal of the contract or (2) that it has made adequate good faith efforts (GFE) to meet the DBE goal. This requirement is in addition to all other pre-award requirements.

If the bidder indicates in the bid that it has met the DBE goal, the bidder shall submit a DBE Intended Participation Affidavit for each individual DBE, and the Intended Participation Affidavit Summary as follows:

(1) The DBE Intended Participation Affidavit for each individual DBE, and the Intended Participation Affidavit Summary must be received by BECO no later than 4:00 P.M. on the seventh calendar day following the bid opening. Copies of these forms are available from BECO at the address, phone number or website listed in DBE Subsection 4.0. The affidavits and Summary shall indicate that the bidder has met the DBE goal if this was indicated on the submittal with the bid.

(2) The Intended Participation Affidavit Summary and the DBE Intended Participation Affidavit for each individual DBE must be accurate and complete in every detail and must be signed by an officer of the contractor(s). Percentages and dollar amounts must be accurate. Percentages shall be listed to two decimal places. The DBE Intended Participation Affidavit Summary must be submitted listing all the DBEs intended to be used and the creditable amounts.

(6)

(3) A separate DBE Intended Participation Affidavit must be submitted for each DBE used to meet the goal of the project. The bidder shall indicate each DBE's name, a description of the work the DBE will perform, bid item number, proposed subcontract amount, and the NAICS code applicable to the kind of work the firm would perform on the contract. A list of certified DBEs with their respective NAICS codes can be located on the DBE Directory at AZ UTRACS website. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item. The intended DBE must complete and sign the form to confirm its participation in the contract.

(4) The affidavits and summary may be submitted electronically through email to BECO.

(5) A bidder must determine DBE credit in accordance with DBE Subsection 18 (Crediting DBE Participation Toward Meeting Goals). The affidavit will be reviewed, and approved or rejected by BECO.

(6) Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) as of the deadline for bid submittal will be considered for DBE credit. It shall be the bidder's responsibility to ascertain the certification status of designated DBEs.

(7) All DBE commitment amounts must be finalized between the DBE subcontractor and the bidder prior to the deadline for affidavit submittal. Bidders shall not inflate DBE awards in order to meet contract goals.

(8) The bidder bears the risk of late submission or late delivery by the postal service or a delivery service. Affidavits and Summary received by BECO after 4:00 P.M. on the seventh calendar day following the bid opening will not be accepted.

(9) Reduction of DBE commitments after affidavit submittal and prior to execution of the contract without good cause will result in the bid being rejected or the Department rescinding any award. Scheduling conflicts are not necessarily evidence of good cause as this should have been considered during pre-bid negotiations. The contractor is responsible for ensuring the DBE is available to meet the requirements of the contract.

14.02 Failure to Comply:

If the apparent low bidder fails to submit the required information by the stated time and in the manner herein specified, or if the submitted information reveals a failure to meet the requirements of the specifications, the apparent low bidder shall be ineligible to receive award of the contract and the bid will be rejected. The proposal guarantee (bid bond) shall be forfeited if no submission is made or if the State Engineer finds the submission was made in bad faith.

15.0 Documented Good Faith Effort:

15.01 General:

If the apparent low bidder has stated in its bid proposal that it has been unable to meet the DBE goal, that bidder must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms to meet the DBE goal prior to the bid. If the bidder certifies that it has been unable to meet the goal and has made a good faith effort, the bidder cannot change its position after submission of the bid and claim to have met the established goal.

Failure to demonstrate good faith efforts to the satisfaction of ADOT will result in the rejection of the bid.

The bidder's good faith effort documentation must be submitted to and received by the Department's BECO by 4:00 P.M. on the seventh calendar day after the bids are opened. Good faith effort documentation may be submitted electronically through email to BECO. Good faith effort documentation submitted after the time specified will not be accepted.

The bidder bears the risk of late submission or late delivery by the postal service or a delivery service.

The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. A generalized assertion that the contractor received multiple quotes is not sufficient unless copies of those quotes are provided.

Bidders are encouraged to review Appendix A of 49 CFR Part 26.

Useful information related to encouraging DBE participation and documented good faith efforts can be found in the Department's "Good Faith Effort Guide" and other documents made available on the internet at BECO's website. The information provided in the "Good Faith Effort Guide" does not replace the specifications; bidders must comply with the requirements of this specification.

In order to be awarded a contract on the basis of good faith efforts, a bidder must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Department will consider the quality, quantity, and intensity of the different kinds of efforts the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to make if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not sufficient good faith efforts to meet the DBE contract requirements.

The bidder shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors for a given project. If the bidder cannot meet the goals using DBEs from this geographic area, the bidder, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

The following is a list of types of efforts a bidder must address when submitting good faith effort documentation:

(1) Contacting the Department's BECO prior to the submission of bids, either by e-mail, or by telephone, to inform BECO of the firm's difficulty in meeting the DBE goals on a given project, and requesting assistance. The bidder must document its contact with BECO, and indicate the type of contact, the date and time of the contact, the name of the person(s) contacted, and any details related to the communication. The contact must be made in sufficient time before bid submission to allow BECO to provide effective assistance. The bidder will not be considered to have made good faith efforts if the bidder failed to contact BECO.

(2) Conducting market research to identify small business contractors and suppliers, and soliciting, through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. This may include attendance at pre-bid meetings and business matchmaking meetings and events,

advertising and/or providing written notices, posting of “Notices of Sources Sought” and/or “Requests for Proposals” at reasonable locations, including the contractor’s website, written notices or emails to all DBEs listed in the Department’s directory of transportation firms that specialize in areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early in the acquisition process as practicable to allow DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.

(3) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal~~s~~ will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

(4) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs in responding to solicitations.

(5) Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to the DBE subcontractors and suppliers, and to select those portions of work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided from the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform work.

Mailings to DBEs requesting bids are not alone sufficient to constitute good faith effort.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder’s failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. However, prime contractors are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Documentation, such as copies of all other bids or quotes, must be submitted.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. The contractor must submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. A generalized assertion that the contractor has received multiple quotes is not sufficient unless copies of those quotes are provided. The Department may contact rejected DBEs as part of its investigation. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

In determining whether a bidder has made good faith efforts, the Department will review the documented efforts of the contractor and will review the performance take into account the ability of other bidders in meeting the contract to meet the DBE goal.

A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

The Department will evaluate the submittal to determine whether in fact good faith efforts have been demonstrated consistent with the specifications and the Federal regulations, 49 CFR 26, Appendix A.

15.02 Failure to Comply:

If the apparent low bidder fails to submit the required information by the stated time and in the manner herein specified, or if the submitted information reveals a failure to meet the requirements of the specifications, the apparent low bidder shall be ineligible to receive award of the contract and the bid will be rejected. The proposal guarantee (bid bond) shall be forfeited if no submission is made or if the State Transportation Board finds the submission was made in bad faith.

15.03 Appeal and Protest of Good Faith Effort Determination:

Any interested party may appeal the determination of the Business Engagement and Compliance Office to the State Engineer. That appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer. The protest must be received by the State Engineer no later than seven calendar days after the decision of BECO. Copies of the protest shall be sent by the protestant to every bidder, at the same time the protest is submitted to the State Engineer. Any bidder whose bid is rejected for failure to meet the goal or make GFE will be given the opportunity to meet in person with the State Engineer, at the bidder's written request included in the protest, to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

Any interested party may submit a response to the appeal no later than seven calendar days after the appeal. Responses from interested parties must also be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer. Any interested party submitting such response shall also provide a copy of its response to every bidder, at the same time the protest is submitted to the State Engineer. The State Engineer shall promptly consider any appeals under this subsection and notify all bidders in writing of the State Engineer's findings and decision.

Any interested party may protest the State Engineer's decision to the Transportation Board, pursuant to the requirements of Subsection 103.10 of the Standard Specifications. In accordance with 49 CFR 26.53(d)(5), the result of the Board's Decision is not subject to administrative appeal to the USDOT.

16.0 Rejection of Low Bid:

If, for any reason, the bid of the apparent low bidder is rejected, a new apparent low bidder will be identified. The Department will notify the new apparent low bidder, and this bidder shall submit its subsequent detailed submission as set forth in DBE Subsections 14 or 15.

17.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with Subsection 109.06(B)(5) of the specifications.

18.0 Crediting DBE Participation Toward Meeting Goals:

18.01 General Requirements:

To count toward meeting a goal, the DBE firm must be certified as of the deadline for submission of bids in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS under the Firm Directory. General descriptions of all NAICS codes can be found at www.naics.com.

Credit towards the contractor's DBE goal is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation. Work included in a force account item cannot be listed on the DBE Intended Participation Affidavit.

The contractor bears the responsibility to determine whether the DBE possesses the proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the contractor bears the responsibility to notify the Engineer and BECO immediately after the contractor becomes aware of the situation, and request approval to replace the DBE with another DBE. The contractor shall follow the DBE termination/substitution requirements described in Subsection 24.0 of these DBE provisions.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. A DBE joint venture partner shall be responsible for a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control.

The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

With the exception of bond premiums, all work must be attributed to specific bid items. Where work applies to several items, the DBE contracting arrangement must specify unit price and amount attributable to each bid item. DBE credit for any individual item of work performed by the DBE shall be the lesser of the amount to be paid to the DBE or the prime contractor's bid price. If the amount bid by the DBE on any item exceeds the prime contractor's bid amount, the prime contractor may not obtain credit by attributing the excess to other items.

Where more than one DBE is engaged to perform parts of an item (for example, supply and installation), the total amount payable to the DBEs will not be considered in excess of the prime contractor's bid amount for that item.

Bond premiums may be stated separately, so long as the arrangement between the prime contractor and the DBE provides for separate payment not to exceed the price charged by the bonding company.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

If a DBE performs part of an item (for example, installation of materials purchased by a Non-DBE), the DBE credit shall not exceed the lesser of (1) the DBE's contract or (2) the prime contractor's bid for the item, less a reasonable deduction for the portion performed by the Non-DBE.

When a DBE performs as a partner in a joint venture, only that portion of the total dollar value of the contract which is clearly and distinctly performed by the DBE's own forces can be credited toward the DBE goal.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a construction contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE goal.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

18.02 DBE Prime Contractor:

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the DBE goal on the contract or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder or any other DBE subcontractors and DBE suppliers will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors and suppliers, on the DBE Intended Participation Affidavit and Summary in order to receive credit toward the DBE goal.

18.03 Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended by the Department in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to meet a contract goal on a new contract, but may be considered to meet the contract goal under a subcontract that was executed before the DBE suspension or decertification is effective.

When a committed DBE firm or a DBE prime contractor loses its DBE eligibility and a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward the contract goal. The contractor must meet the contract goal with an eligible DBE firm or firms or demonstrate good faith effort. When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the contractor may continue to use the firm on the contract and may continue to receive credit toward the DBE goal for the firm's work.

18.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract of any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

18.05 Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

18.06 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor toward DBE goals only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are

passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the State Engineer. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer. The appeal must be received by the State Engineer no later than seven calendar days after the decision of BECO. BECO's decision remains in effect unless and until the State Engineer reverses or modifies BECO's decision. The State Engineer will promptly consider any appeals under this subsection and notify the contractor of the State Engineer's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The Department will conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the Department's staff will make every effort not to disrupt work on the project.

18.07 Trucking:

The Department will use the following factors in determining whether a DBE trucking company is performing a commercially useful function. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract on every day that credit is to be given for trucking.

The contractor will receive credit for the total value of transportation services provided by the DBE using trucks it owns, insures and operates, and using drivers it employs.

The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services.

The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks with drivers from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE leased trucks with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks with drivers receives credit only for the fee or commission paid to the DBE as a result of the lease agreement.

Example: DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example: DBE Firm X uses two of its own trucks on a contract. It leases three additional trucks from non-DBE Firm Z. Firm X uses is own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all five trucks.

For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. Credit will be allowed only for those lease costs related to the time each truck is devoted to the project.

DBE credit for supplying paving grade asphalt and other asphalt products will only be permitted for standard industry hauling costs, and only if the DBE is owner or lessee of the equipment and trucks. Leases for trucks must be long term (extending for a fixed time period and not related to time for contract performance) and must include all attendant responsibilities such as insurance, titling, hazardous waste requirements, and payment of drivers.

18.08 Materials and Supplies:

The Department will credit expenditures with DBEs for material and supplies towards the DBE goal as follows. If the materials or supplies are obtained from a DBE manufacturer,

100 percent of the cost of the materials or supplies is credited. A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract, and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies is credited. A DBE regular dealer is defined as a firm that owns, operates, or maintains a store or warehouse or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, stone or asphalt without owning, operating, or maintaining a place of business, as provided above, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement, and not on an ad-hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph and the paragraph above.

With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Department will credit the entire amount of the fees or commissions charged by the DBE for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves may not be counted toward the DBE goal.

The Department will credit expenditures with DBEs for material and supplies (e.g. whether a firm is acting as a regular dealer or a transaction expediter) towards the DBE goal on a contract-by-contract basis. The fact that a DBE firm qualifies under a classification (manufacturer, regular dealer or supplier) for one contract does not mean it will qualify for the same classification on another contract. The bidder shall be responsible for verifying whether a DBE qualifies as a DBE manufacturer, regular dealer or supplier. The bidder may contact BECO for assistance in this determination.

19.0 Effect of Contract Changes:

If for any reason it becomes apparent that the DBE goal will not be met then the contractor shall: (1) immediately notify the Engineer and BECO of the potential or actual decrease in DBE compensation, and (2) make good faith efforts to obtain DBE participation to meet or exceed the project DBE goal. BECO will approve or deny the contractor's good faith efforts. Good faith efforts required under the provisions of this section may vary, depending on the time available, the nature of the change, who initiated the change, and other factors as determined by BECO.

The contractor is not required to take work committed to another subcontractor and assign it to a DBE subcontractor in order to meet the committed DBE percentage.

If the resulting change increases the scope or quantity of work being done by a DBE subcontractor, the DBE shall be given the opportunity to complete the additional work and receive additional compensation beyond their original subcontract amount.

20.0 DBE Participation Above the Goal (Race Neutral Participation):

Additional DBE participation above the DBE participation required to meet the contract DBE goal is an important aspect of the Department's DBE program. The contractor is strongly encouraged to use additional DBEs above the DBE goal requirement in the contract to assist the Department in meeting its overall DBE goal and help the Department to meet the maximum feasible portion of its DBE goals through race neutral participation as outlined in 49 CFR Part 26.

There are fewer administrative requirements on the part of the contractor when using race neutral DBEs (DBEs not listed on the DBE Intended Participation Affidavit Summary). For example, if a DBE is not listed on the DBE Intended Participation Affidavit Summary, the DBE does not have to submit an Affidavit, and the subcontract approval process follows the same process of any other subcontract. The contractor does not have to replace the race neutral DBE with another DBE subcontractor if the race neutral DBE fails to perform. Therefore these DBEs are treated as any other subcontractor on the project.

21.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a party shall include, as a physical attachment, DBE Subcontract Compliance Assurances available on BECO's website.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the Engineer deems appropriate as outlined in DBE Subsection 2.0.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.

22.0 Contract Performance:

Contract items of work designated by the contractor to be awarded to DBEs shall be performed by the designated DBE or a Department-approved DBE substitute. DBE

contract work items shall not be performed by the contractor, or a non-DBE subcontractor without prior approval by BECO. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

The contractor is required to use DBEs identified to meet the contract goal, so the prime contractor is responsible for ensuring that the DBEs are available to meet scheduling, work and other requirements on the contract.

The Department will visit the contract worksite to conduct reviews to ensure compliance with DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the contractor and its employees. The contractor shall cooperate in the review and make its employees available. The contractor shall inform the Engineer in advance when each DBE will be working on the project to help facilitate reviews.

The Department reserves the right to inspect all records of the contractor and all records of the DBE~~s~~ and non-DBE subcontractors concerning this contract. The contractor must make all documents related to all contracts available to ADOT upon request in accordance with Subsection 107.18.

In accordance with Subsection 108.01 of the specifications, the contractor shall provide to the Engineer, at the pre-construction conference, copies of all completed and signed subcontracts, purchase orders, invoices, etc., with all committed DBEs. These documents shall include the AZ UTRACS Registration number for the subcontractor or materials supplier.

Use of every DBE listed on the DBE Intended Participation Affidavit Summary is a condition of this contract. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on the Intended Participation Affidavit Summary unless the contractor obtains the Department's written consent. The contractor shall not be entitled to any payment for work or material that is not performed or supplied by the listed DBE, unless the Department has consented in writing.

23.0 Joint Checks:

23.01 Requirements:

A DBE subcontractor and a material supplier (or equipment supplier) may request permission for the use of joint checks for payments from the prime contractor to the DBE subcontractor and the supplier. Joint checks may be issued only if all the conditions in this subsection are met.

1. The DBE subcontractor must be independent from the prime contractor and the supplier, and must perform a commercially useful function. The DBE subcontractor must be responsible for negotiating the price of the material, determining quality and quantity, ordering the materials, installing (where applicable), and paying for the material. The DBE subcontractor may not be utilized as an extra participant in a

transaction, contract, or project in order to obtain the appearance of DBE participation.

2. The use of joint checks will be allowed only if the prime contractor, DBE subcontractor, and material supplier establish that the use of joint checks in similar transactions is a commonly recognized business practice in the industry, particularly with respect to similar transactions in which DBE's do not participate.
3. A material or supply contract may not bear an excessive ratio relative to the DBE subcontractor's normal capacity.
4. There may not be any exclusive arrangement between one prime and one DBE in the use of joint checks that may bring into question whether the DBE is independent of the prime contractor.
5. Any arrangement for joint checks must be in writing, and for a specific term (for example, one year, or a specified number of months) that does not exceed a reasonable time to establish a suitable credit line with the supplier.
6. The prime contractor may act solely as the payer of the joint check, and may not have responsibility for establishing the terms of the agreement between the DBE subcontractor and the supplier.
7. The DBE must be responsible for receiving the check from the prime contractor and delivering the check to the supplier.
8. The prime contractor cannot require the DBE subcontractor to use a specific supplier, and the prime contractor may not participate in the negotiation of unit prices between the DBE subcontractor and the supplier.

23.02 Procedure and Compliance:

1. The Business Engagement and Compliance Office must approve the agreement for the use of joint checks in writing before any joint checks are issued. The prime contractor shall submit a DBE joint check request form, available from the BECO website, along with the joint check agreement, to BECO through email within seven calendar days from the time the subcontract is executed.

2. After obtaining authorization for the use of joint checks, the prime contractor, the DBE, and the supplier must retain documentation to allow for efficient monitoring of the agreement.

3. Copies of canceled checks must be submitted, with the payment information for the period in which the joint check was issued, electronically through email to BECO, and made available for review at the time of the onsite CUF review. The prime contractor, DBE, and supplier each have an independent duty to report to the Department in the case of any change from the approved joint check arrangement.

4. Any failure to comply will be considered by the Department to be a material breach of this contract and will subject the prime contractor, DBE, and supplier to contract remedies and, in the case of serious violations, a potential for termination of the

contract, reduction or loss of prequalification, debarment, or other remedies which may prevent future participation by the offending party.

24.0 DBE Termination/Substitution:

24.01 General Requirements:

The contractor shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Intended Participation Affidavit Summary. At a minimum, the contractor shall negotiate in good faith, give timely notices and/or extend deadlines to the extent that it will not jeopardize the contract with the Department. Reasonable methods to resolve performance disputes must be applied and documentation provided to the Department before attempting to substitute or terminate a DBE.

24.02 Contractor Notice of Termination/Substitution:

All terminations, substitutions, and reductions in scope of work to be performed by DBEs listed on the DBE Intended Participation Affidavit Summary must be approved in writing by BECO. The contractor shall contact the Department within 24 hours from the first sign of any reason for potential DBE termination/substitution.

The contractor shall not terminate a DBE subcontractor listed on the DBE Intended Participation Affidavit or complete the work contracted to the DBE with its own forces or with a non-DBE firm without the Department's written consent. Before submitting a formal request to the Department for DBE termination/substitution, the contractor shall give written notice to the DBE subcontractor with a copy to BECO of its intent to terminate or substitute the DBE identifying the reason for the action. The notice shall include the deadline for the DBE to submit a written response advising the contractor and BECO of its position, which shall be a minimum of five calendar days after the notice is given. The Department will consider both the contractor's request and the DBE firm's response before approving the contractor's termination and substitution request.

24.03 Contractor Request for Termination/Substitution:

The contractor shall formally request the termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary by submitting the DBE Termination/Substitution Request form, available from the BECO website, and supporting documentation to BECO. The submission shall include the following information:

1) The date the contractor determined the DBE to be unwilling, unable, or ineligible to perform.
2) A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to contractor's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
3) A brief statement of the good faith efforts undertaken by the contractor to enable the DBE firm to perform.

4) The total dollar amount currently paid for work performed by the DBE firm.
5) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the contractor and the DBE firm have no dispute.
6) The projected date that the contractor requires a substitution or replacement DBE to commence work, if consent is granted to the request.
7) The DBE's response to the notice of intent to terminate. If there is no response from the DBE within the time allowed in the notice of intent to terminate, the contractor shall state that no response was received.

Any requests for substitutions or terminations of DBEs shall be made on the forms provided online by BECO.

Written consent for terminating the performance of any DBE listed on the DBE Intended Participation Affidavit Summary will be granted only where the contractor can demonstrate good cause showing that the DBE is unable, unwilling, or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary will not be allowed based solely on a contractor's ability to negotiate a more advantageous contract with another subcontractor. The Department will consider both the contractor's request and DBE's response and explanation before approving the contractor's termination and substitution request.

24.04 Good Cause:

The Department will make the determination of good cause by providing written consent to the contractor after evaluating the contractor's good cause to terminate or substitute a DBE firm. Good cause for this purpose includes the following in relation to the listed DBE subcontractor:

1. Fails or refuses to execute a written contract.
2. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry practice standards. However, good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
3. Fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond/insurance requirements.
4. Becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. Is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
6. Is not a responsible contractor.
7. Voluntarily withdraws from the project and provides written notice of its withdrawal to the Department.
8. Is ineligible to receive DBE credit for the type of work required.

9. A DBE owner dies or becomes disabled with the result that the firm is unable to complete its work on the contract.
10. Other documented good cause that the Department determines compels the termination or substitution of the DBE subcontractor.

24.05 DBE Termination/Substitution Good Faith Effort:

If the Department approves the termination of a DBE, the contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE. The good faith efforts as identified in DBE Subsection 15.0 shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. If a replacement DBE is not identified for the original DBE's work, the good faith efforts shall be documented and provided to the Department within seven calendar days from the date the Department approves the termination. The Department will review when the termination was made, the nature of the efforts to replace the terminated DBE, and other factors as determined by BECO.

A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find the replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

The termination of a DBE firm shall not relieve the contractor of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal.

If the Department has eliminated items of work subcontracted to a committed DBE, the prime contractor shall still make good faith efforts to replace the DBE with another DBE to the extent necessary to meet the goal. The Department will review the quality, thoroughness, and intensity of those efforts and give consideration to when the change was made, the nature of the change, and other factors as determined by BECO.

When a DBE substitution is necessary, the contractor shall submit an amended DBE Intended Participation Affidavit and Intended Participation Affidavit Summary to BECO for approval with the substitute DBE's name, description of work, NAICS code, AZ UTRACS registration number, and dollar value of work to the Engineer and the Department's BECO. Approval from BECO must be obtained prior to the substituted DBE beginning work.

24.06 Sanctions:

Failure by the contractor to carry out the requirements of the Department's DBE Termination/Substitution specifications is a material breach of contract and will result in such remedies as the Department deems appropriate, which will include, but are not limited

to the assessment of liquidated damages. The Department will deduct from monies due or becoming due to the contractor, the dollar amount of the wrongfully substituted/replaced DBE subcontract plus 25 percent of the amount remaining to be paid to the DBE as liquidated damages. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

25.0 Certification of Final DBE Payments:

The contractor's achievement of the goal is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the contractor and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the contractor acknowledges that the information is supplied in order to justify the payment of state and federal funds to the contractor.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

26.0 Sanctions for Not Meeting Contract DBE Goal:

If the Department determines that the contractor has, without justification, not met the established DBE goal the Department will, at its discretion, deduct up to two times the amount of the unattained portion of established DBE goal from monies due or becoming due the contractor as liquidated damages, based on the circumstances of the noncompliance.

In determining whether liquidated damages will be assessed and the amount of the liquidated damages, the State Construction and Materials Engineer will consider whether there have been other violations on this or other contracts, whether the failure was due to circumstances beyond the control of the contractor, whether the contractor has made good faith efforts to meet the goal, and other appropriate circumstances. The contractor may, within 15 calendar days of receipt of the decision of the State Construction and Materials Engineer, escalate the decision to the State Engineer. If the contractor does not escalate the decision of the State Construction and Materials Engineer, in writing, within 15 calendar days of receipt of the decision, the contractor will be deemed to have accepted the decision and there will be no further remedy for the contractor. If the contractor escalates the decision to the State Engineer, and the contractor does not agree with the State Engineer's decision, the contractor may initiate litigation, arbitration or mediation pursuant to Subsection 105.21(D) and (E) of the Standard Specifications.

In addition to any other sanctions, willful failure of the contractor, DBE or other subcontractor to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in the Department's projects.

27.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

GENERAL REQUIREMENTS:

Bidders/Proposers List and AZ UTRACS Registration Requirements:

Prime contractors and all subcontractors, including DBEs, must be registered in AZ UTRACS.

Bidders shall create the Bidders/Proposers List in the AZ UTRACS by selecting all subcontractors, service providers, manufacturers and suppliers that expressed interest or submitted bids, proposals or quotes for this contract.

All bidders must complete the Bidders/Proposers List online at AZ UTRACS whether they are the apparent low bidder or not. A confirmation email will be generated by the system. The bidders shall submit a copy of the email confirmation to BECO no later than 4:00 p.m. on the seventh calendar day following the bid opening. Faxed copies are acceptable.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL TO BECO BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.

Additional information regarding the Bidders List and AZ UTRACS Registration can be found in the Disadvantaged Business Enterprises Specification herein and by contacting the Business Engagement Compliance Office (BECO).

Cargo Preference Act:

1.0 Description

The Federal Highway Administration (FHWA) in partnership with the Federal Maritime Administration has mandated the implementation of 46 CFR 381 making the requirements of the Cargo Preference Act (CPA) applicable to the Federal Aid Highway Program.

The requirements apply to items transported by ocean vessel.

The requirements of 46 CFR 381 apply to materials or equipment acquired for a specific federal-aid highway project. In general, the requirements are not applicable to goods or materials that come from inventories independent of FHWA-funded contracts.

Information related to the CPA is presented in "Cargo Preference Requirements – Questions and Answers" available from the FHWA at https://www.fhwa.dot.gov/construction/cqit/cargo/qa.cfm.

2.0 Contract Requirements

The contractor shall comply with the requirements of the Cargo Preference Act 46 CFR 381.7(a)-(b). By executing a construction contract for this project, the contractor 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.

(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 the paragraph above to both the Engineer and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Availability of Documents:

Project documents will be available as shown below:

Documents	Paper Format	Electronic Format
Project Plans	X	X
Special Provisions	X	X
Proposal Pamphlet	X	X
Additional Documents (if available)		
Cross Sections		X
Earthwork Quantity Sheets		X
Other Reports		X
Existing Ground Digital Terrain Model (DTM)		X
Design Digital Terrain Model (DTM)		X

Documents in Electronic Format:

Project documents in electronic format are available on the Contracts and Specifications website.

In the case of any conflict or discrepancy between the project plans, specifications, or proposal pamphlet in paper and electronic format, the paper document shall govern.
The project plans are provided in PDF format. The Department makes no representation or warranties as to the compatibility, usability, or readability of the PDF plans with any system, software, hardware, or application package other than that on which the files were originally saved. The contractor bears the sole risk of any modifications, manipulations, or alterations to the plans.

The special provisions and proposal pamphlet are provided in PDF format. The Department makes no representation or warranties as to the compatibility, usability, or readability of the PDF documents with any system, software, hardware, or application package other than that on which the files were originally saved. The contractor bears the sole risk of any modifications, manipulations, or alterations to the special provisions and proposal pamphlet.

The cross sections, earthwork quantity sheets, and other reports, if applicable, are provided only in PDF format. They are provided for information purposes and contractor convenience only. They are not part of the contract documents. The contractor's use of the information in the cross sections, earthwork quantity sheets, and other reports is at the contractor's sole risk. The Department makes no representation or warranties as to the compatibility, usability, or readability of the PDF documents with any system, software, hardware, or application package other than that on which the files were originally saved. The contractor bears the sole risk of any modifications, manipulations, or alterations to the documents.

The existing ground DTM and the design DTM, if applicable, are provided as DGN files. They are provided for information purposes and contractor convenience only. The DTMs are not part of the contract documents. The contractor's use of the information in the DTMs is at the contractor's sole risk. The Department makes no representation or warranties as to the compatibility, usability, or readability of the DTMs with any system, software, hardware, or application package other than that on which the files were originally prepared. The version of Microstation used to save the DTMs is indicated at http://www.azdot.gov/business/engineering-and-construction/CADD.

The Department is providing the electronic project files to bidders for informational purposes in conjunction with work or services to be provided to the Department under this project. Any use of the electronic files for any purposes other than for this project is prohibited.

Seeding Maintenance Period:

Item 8050003, SEEDING (Class II), includes a 45 calendar-day maintenance period for each area on which seeding is required. The contractor shall schedule its work activities to

ensure that all areas requiring seed are completed in time to allow the 45 calendar-day maintenance stage to be finalized within the specified contract time.

No time extension will be granted for failure to complete the 45 calendar-day maintenance period within the specified contract time.

Environmental Mitigation Measures:

These mitigation measures are not subject to change without prior written approval from the Federal Highway Administration.

- No ground disturbing activity shall occur in the project area while it is inundated.
- No water impoundments shall be created for the purposes of construction. If a ponded area is formed accidently during construction, it shall be dewatered immediately to avoid attracting amphibians to the work area.
- Impounded water areas that form naturally within the project area shall not be dewatered at any time.
- No ground disturbing activities shall occur in the drainage, drainage easement, or wetland during the summer rains from July 1 through September 30 unless a survey for Chiricahua leopard frogs is first completed within 10 days of the start of ground disturbing activities during this period by a permitted surveyor and no Chiricahua leopard frogs are detected.
- If any species of frogs are found to be present in the work area during active construction, work shall cease within 100 feet of the drainage and the Environmental Planning Group biologist (602.712.7649 or 602.712.7767) will be contacted to determine appropriate actions.
- Seeding with a mixture of native species shall be accomplished following completion of construction.
- To prevent the introduction of invasive species seeds, all earth moving and hauling equipment shall be washed at the contractors' storage facility prior to entering the construction site.
- All disturbed soils that will not be landscaped or otherwise permanently stabilized by construction shall be seeded using species native to the project vicinity.
- To prevent invasive species seeds from leaving the site, the contractor shall inspect all construction equipment and remove all attached plant/vegetation and soli/mud debris prior to leaving the construction site.

- The contractor shall comply with all terms and conditions of the Conditional Section 401 Water Quality Certification certified by the Arizona Department of Environmental Quality.

- The contractor shall comply with all terms and conditions of the attached Section 404 Nationwide Permit No. 14 and associated verification letter (SPL-2012-456-RJD) as established by the United States Army Corps of Engineers.

- If previously unidentified cultural resources are encountered during activity related to the construction of the project, the contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those resources. The contractor shall contact the Arizona Department of Transportation Environmental Planning Group, Historic Preservation Team, at 602.712.7767 immediately, and make arrangements for proper treatment of those resources.

- The contractor shall notify the public of temporary access changes during construction at least 7 calendar days in advance of the change.

- At least 14 calendar days prior to construction, the contractor shall place advance-warning signs at locations designated by the Engineer to notify motorists, pedestrians and bicyclists of construction-related delays.

- The contractor shall provide a construction notice to residents in the general project area at least 2 weeks prior to construction.

- Access to adjacent ranches shall be maintained throughout construction.

- The contractor, upon approval from the Engineer, shall submit the Stormwater Pollution Prevention Plan, Notice of Intent, and Notice of Termination to the Arizona Department of Environmental Quality.

- The contractor shall develop a Stormwater Pollution Prevention Plan, Notice of Intent, and Notice of Termination and submit it to the Engineer for approval. The contractor shall also prepare a Notice of Intent and a Notice of Termination meeting the terms and conditions of the Arizona Pollutant Discharge Elimination System general permit.

- If suspected hazardous materials are encountered during construction, work shall cease at that location and the Engineer shall be contacted to arrange for proper assessment, treatment, or disposal of those materials.

Holidays and Time of Work Restriction:

Cochise County observes the following holidays during 2016-2017. The contractor shall coordinate work accordingly as directed by the Engineer.

Holiday	2016	2017
New Year's Day	Friday, January 1st	Monday, January 2nd
Martin Luther King Day	Monday, January 18th	Monday, January 16th
Presidents Day	Monday, February 15th	Monday, February 20th
Memorial Day	Monday, May 30th	Monday, May 29th
Independence Day	Monday, July 4th	Tuesday, July 4th
Labor Day	Monday, September 5th	Monday, September 4th
Veterans Day	Friday, November 11th	Friday, November 10th
Thanksgiving	Thursday-Friday, Nov 24th-25th	Thursday-Friday, Nov 23rd-24th
Christmas	Monday, December 26th	Monday, December 25th

No closures will be allowed during weekends or recognized holidays. Weekends are defined as from 5:00 PM on Friday through 5:00 AM of the following Monday. Holidays are from 12:00 PM of the last working day prior to the holiday or major event until 5:00 AM of the first working day following the holiday or unless otherwise directed by the Engineer.

Coordination with Other Ongoing Construction Projects:

To manage adjoining work elements, maintain organized traffic control, and coordinate other construction activities, the contractor shall have weekly coordination meetings with all other nearby managing contractors.

Detour Paving:

The detour surfacing shall consist of 4 inches of AC (Misc. Structural) placed over compacted subgrade. The AC shall be as specified in Section 409 of the standard specifications.

At a time specified by the Engineer, the detour paving shall be removed and the remaining area once occupied by the detour pavement shall be reshaped, regarded and restored as nearly practicable to the original conditions. Type II seeding shall be applied as detailed in the project plans.

The payment of the work of removing the detour shall be completed per removal of asphaltic concrete pavement and shall be compensated accordingly.

Disposal of Existing Asphaltic Concrete:

The existing asphalt and detour paving shall be removed and the natural subgrade shall be restored as nearly as practicable to match the existing topography of the area.

The existing Davis Road pavement section is approximately 3-5 inches of AC pavement over compacted natural subgrade.

Removal of existing Davis Road bituminous pavement and the detour pavement shall adhere to section 202 of the Standard Specifications. The removed asphalt, not approved to be used on the project, shall become property of the contractor and shall be disposed of off the site as directed by the Engineer at no additional cost to the Department.

(101ABRV, 02/04/16)

SECTION 101 DEFINITIONS AND TERMS:

101.01 Abbreviations: of the Standard Specifications is modified to add:

ARPA	Arizona Rock Products Association
IFI	International Fasteners Institute
ISO	International Organization for Standardization
ISSA	International Slurry Surfacing Association
NICET	National Institute for Certification in Engineering Technologies
NEC	National Electrical Code
NRMCA	National Ready Mixed Concrete Association
NSPS	National Society of Professional Surveyors
PPI	Plastic Pipe Institute
SSPC	Society for Protective Coatings

(101DEFN, 02/22/16)

SECTION 101 DEFINITIONS AND TERMS:

101.02 Definitions:

Bidding Schedule: of the Standard Specifications is revised to read:

The prepared schedule containing the estimated quantities of the pay items for which unit bid prices are invited.

Working Day: of the Standard Specifications is revised to read:

A day, exclusive of Saturdays, Sundays and State-recognized holidays, beginning at midnight, extending for a twenty-four hour period, and ending at midnight. Any Saturday, Sunday, or State-recognized holiday on which the contractor has been approved to work will also be counted as a working day. Working days on which weather conditions do not permit work on the project to proceed, as determined by the Engineer, will not be charged.

(102PREQ, 02/22/16)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102.02 Prequalification of Bidders: the title and text of the Standard Specifications is revised to read:

102.02 Prerequisites for Bidding:

(A) General:

To submit a valid bid, the bidder must:

(1) have prequalification from the Department as necessary for the project, in accordance with paragraph (B) of this Subsection, and

(2) be included on the project Plansholder List as a Prime in accordance with paragraph (C) of this Subsection.

(B) Prequalification of Bidders:

Prior to submitting a bid, the bidder will (unless waived by the Department) be required to be prequalified with the Department to bid on the project. The submission of Prequalification information and determination of Prequalification shall be in accordance with the requirements of the Rules for Prequalification of Contractors as approved and adopted by the Department.

(C) Plansholder List:

There are two ways for a bidder to be included on the project Plansholder List as a Prime. It is the bidder's responsibility to ensure that it is on the Plansholder List as a Prime prior to submitting a bid.

If a bidder is issued a proposal pamphlet in paper format by the Department, the Department will place the bidder on the project Plansholder List as a Prime.

Firms can register electronically requesting placement on the project Plansholder List as either a Prime or Subcontractor/Vendor as follows:

(a) Go to the C&S Website.

(b) Select "Current Advertisements".

(c) Identify the project of interest.

(d) Click on the "Register" icon.

(e) Select the "Bidder" or "Subcontractor/Vendor" radio button.

(f) Complete all required fields.

(g) Click "Save". This submits the request to the Department.

(h) If all required information is provided, the "ADOT C&S Advertisement Registration Confirmation Screen" will appear. An email will also be sent to the email address provided acknowledging the request.

Requests to be included on the Plansholder List as a Prime will be evaluated by the Department to determine whether the bidder is prequalified for the project. The Department cannot guarantee that requests to be on the Plansholder List will be considered if the request is submitted less than five working days prior to the bid opening. The Department will send an email to the email address provided notifying the contractor of the results of their request.

The Department's email will state whether the request was approved or denied. More information regarding the Department's decision may be obtained by contacting the Contracts and Specifications Section.

If an individual from a firm submits a duplicate request to be placed on the Plansholder List, the request will be denied. The Department will register the contact person listed on the duplicate request to receive email notices of updates to the project. The Department will send an email to the email address provided notifying the contractor of the results of their request.

(D) Registration for Notifications:

Firms on the Plansholder List as a Prime or a Subcontractor/Vendor will receive notification of any changes to the project. Other interested parties can register electronically to receive email notification of any changes to the project as follows:

(a) Go to the C&S Website.

(b) Select “Current Advertisements”.

(c) Identify the project of interest.

(d) Click on the “Register” icon.

(e) Select the “Other” radio button.

(f) Select the “Yes” radio button in response to “Are you interested in registering to be notified about any changes made to this advertisement?”

(g) Complete all required fields.

(h) Click “Save”. This submits the request to the Department.

(i) If all required information is provided, the “ADOT C&S Advertisement Registration Confirmation Screen” will appear. An email will also be sent to the email address provided acknowledging the request.

All parties registering to receive notifications will be sent an email when changes are made to the project.

(102NOBID, 09/19/12)

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS:

102.03 Suspension from Bidding: of the Standard Specifications is revised to read:

The Department may suspend any person and any subsidiary or affiliate of any person from further bidding to the Department and from being a subcontractor or a supplier or otherwise participating in the work:

(A) If that person or any officer, director, employee or agent of that person is convicted, in this State, or any other jurisdiction, of a crime involving any of the following elements or actions:

(1) Entering into any contract, combination, conspiracy or other unlawful act in restraint of trade or commerce;

(2) Knowingly and willfully falsifying, concealing, or covering up a material fact by trick, scheme, or device;

(3) Making false, fictitious, or fraudulent statements or representations;

(4) Making or using a false writing or document knowing it to contain a false, fictitious, or fraudulent statement or entry;

(5) Misrepresentation or false statement on any application for bonding;

(6) Misrepresentation or false statement on any application for prequalification; or

(B) If the Department makes a finding of any of the above or finds that the contractor is not a Responsible Bidder or a Responsible Contractor.

(C) If the Department determines that a contractor, subcontractor, or supplier has repeatedly or willfully failed to comply with federal or state immigration laws.

Under this subsection, a person means any individual, partnership, joint venture, corporation, association or other entity formed for the purpose of doing business as a contractor, subcontractor or supplier.

The signature of the bid proposal by a bidder constitutes the bidder's certification, under penalty of perjury under the laws of the United States, that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds, has not been, or is not currently, under suspension, debarment, voluntary exclusion or been determined ineligible by any federal agency within the past three years. Signature of the bid proposal also certifies, under penalty of perjury under the laws of the United States, that the bidder does not have a proposed debarment pending. In addition, signature of the bid proposal certifies that the bidder has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Any exceptions to the above paragraph shall be noted and fully described on a separate sheet and attached to the bid proposal.

(102PRPMT, 02/22/16)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102.04 Contents of Proposal Pamphlet: the first paragraph of the Standard Specifications is revised to read:

The proposal pamphlet will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished and will have a schedule of items for which unit bid prices are invited. The proposal pamphlet will state the time in which the work must be completed, the type and amount of the proposal guaranty and the date, time and place of the opening of proposals. The pamphlet will also include any Special Provisions or requirements which vary from or are not included in the Standard Specifications. Additional contract documents applicable to the specific project are listed in the Special Provisions.

(102ISSPSL, 02/22/16)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102.05 Issuance of Proposals: of the Standard Specifications is revised to read:

The Department reserves the right to refuse to issue proposal documents or to accept bids for any of the following reasons:

(A) Lack of competency or adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires required under Subsection 102.02.

(B) Incomplete work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.

(C) Failure to pay or settle satisfactorily all bills due for work on other contracts.

(D) Failure to comply with any qualification regulations of the Department.

(E) Default under previous contracts.

(F) Unsatisfactory performance on previous work.

(G) Entering into any contract, combination, conspiracy, or other unlawful act in restraint of trade or commerce.

(H) Knowingly and willfully falsifying, concealing, or covering up a material fact by trick, scheme, or device.

(I) Making false, fictitious, or fraudulent statements or representations.

(J) Making or using a false writing or document knowing it to contain a false, fictitious, or fraudulent statement or entry.

(K) Misrepresentation or false statement on any application for bonding.

(L) Misrepresentation or false statement on any application for prequalification.

(M) Lack of sufficient ability or integrity to complete the contract.

(102EXAM, 02/22/16)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102.07 Examination of Plans, Specifications and Site of Work: the second paragraph of the Standard Specifications is revised to read:

A set of plans, special provisions, and the proposal pamphlet will be on file at Contracts and Specifications, 1651 W. Jackson, Room 121F, Phoenix.

Project plans, special provisions, proposal pamphlets, and other project documents, if available, will be provided in electronic format, at no charge, on the Contracts and Specifications website. Any interested party can access the advertised project documents.

(102LOBY, 10/01/90)

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS:

102.09 Non-Collusion Certification: of the Standard Specifications is modified to add:

(A) Lobbying:

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

(1) No Federally 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

(2) If any funds other than Federally 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. Copies of Form-LLL, "Disclosure Form to Report Lobbying", are available at ADOT Contracts and Specifications Services, 1651 W. Jackson, Room 121F, Phoenix, AZ 85007.

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 Section 1352, Title 31, U.S. Code. 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.

The bidder also agrees, by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all subcontracts and lower tier subcontracts which exceed $100,000 and that all such subcontractors and lower tier subcontractors shall certify and disclose accordingly.

The Department will keep the prime contractors' certifications on file as part of their original bid proposals. Each prime contractor shall keep individual certifications from all subcontractors and lower tier subcontractors on file. Certifications shall be retained for three years following completion and acceptance of any given project.

Disclosure forms for the prime contractor shall be submitted to the Engineer at the pre-construction conference. Disclosure forms for subcontractors and lower tier subcontractors shall be submitted to the Engineer by the prime contractor along with the submittal of each subcontract or lower tier subcontract, as required under Subsection 108.01, when said subcontracts exceed $100,000.00. During the performance of the contract the prime contractor and any affected subcontractors shall file revised disclosure forms at the end of each calendar year quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. Disclosure forms will be submitted by the Engineer to the Federal Highway Administration for further processing.

(102IRPSL, 02/22/16)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102.10 **Irregular Proposals:** Item (B) of the Standard Specifications is revised to read:

(B) Proposals will be considered irregular and will be rejected for any of the following reasons:

(1) If the bidder is not on the project Plansholder List as a Prime.

(2) If the proposal, bid bond or bidding schedule is on a form other than that furnished by the Department.

(3) If the bidder or surety fails to provide a proposal guaranty as specified in Subsection 102.12.

(4) If the bidder fails to sign the proposal when submitting a bid in the paper format.

(5) If the bidding schedule does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.

(6) If the bidder fails to meet the required goal for Disadvantaged Business Enterprises (DBE) established in the Special Provisions or show good faith effort as determined by the Department.

(7) If the bidder submits a proposal in both the electronic format and in the paper format.

(103RSBTY, 02/22/16)

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103.03 **Responsibility:** the third paragraph of the Standard Specifications is revised to read:

Non-responsibility may also be found for any of the following reasons:

(A) Anti-competitive acts;

(B) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires required under Subsection 102.02;

(C) Incomplete work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded;

(D) Failure to pay or settle satisfactorily all bills due for work on other contracts;

(E) Failure to comply with any qualification regulations of the Department;

(F) Default under previous contracts;

(G) Unsatisfactory performance on previous work;

(H) Knowingly and willfully falsifying, concealing, or covering up a material fact by trick, scheme, or device;

(I) Making false, fictitious, or fraudulent statements or representations;

(J) Making or using a false writing or document knowing it to contain a false, fictitious, or fraudulent statement or entry;

(K) Lack of a proper contractor's license; or

(L) Lack of sufficient ability or integrity to complete the contract.

(103AWARD, 12/14/09)

SECTION 103 - AWARD AND EXECUTION OF CONTRACT:

103.04 Award of Contract: the first paragraph of the Standard Specifications is modified to add:

When a contract is funded, either wholly or in part, by federal funds, an award of contract may be made contingent upon the successful bidder obtaining an appropriate license from the State Registrar of Contractors, in accordance with Arizona Revised Statutes 32-1101 through 32-1170.03. The license must be obtained within 60 calendar days following opening of bid proposals. No adjustment in proposed bid prices or damages for delay will be allowed as a result of any delay caused by the lack of an appropriate license.

Failure to acquire the necessary licensing within the specified period of time shall result in either award to the next lowest responsible bidder, or re-advertisement of the contract, as may be in the best interests of the Department.

Licensing information is available from:

Registrar of Contractors
3838 N. Central
Suite 400
Phoenix, AZ 85012
Phone: (602) 542-1525

SECTION 104 – SCOPE OF WORK:

104.04 Maintenance of Traffic: of the Standard Specifications is modified to add:

Traffic Control:

The contractor shall submit a traffic control plan for each work activity to the Engineer for approval. Work activities that impact traffic shall not commence until the traffic control plan has been approved. The traffic control plan shall conform to the requirements of Part VI of the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the Arizona Department of Transportation Traffic Control Design Guidelines, the Standard Specifications, and contract documents.

The schedule and the traffic control plan shall be developed in such a way that access is maintained to any adjacent residences at all times. The layout, format and content of the schedule shall be suitable for public release and shall be acceptable to the Engineer. The schedule and related traffic control plans shall be updated as necessary.

Construction and use of a detour road shall be required for the improvements at MP 9.9. The contractor shall contact Mr. Ron Ellis with the Cochise County Highway Dept. (520-432-9300), prior to shifting traffic to the Davis Road detour. County representatives will notify Oversize Vehicle permit applicants of the Davis Road construction and any travel restrictions that may take place. The contractor shall accommodate oversized loads through the detour as directed by the Engineer.

The contractor shall coordinate with adjacent property owners to accommodate potential cattle movement. The contractor shall maintain access to ranch access roads throughout the construction duration

Traffic shall not be routed onto any lanes without positive guidance provided by appropriate traffic control devices.

Temporary traffic control devices for daily work activities shall be placed during the one-hour period immediately prior to the work shift and removed during the one-hour period immediately following the work shift unless otherwise directed by the Engineer.

All existing signs with messages in conflict with the construction sign messages shall be covered in place and uncovered at the end of the day or end of the conflict.

All signs shall be equipped with two orange construction flags, except “End Road Work Thank You” sign, unless noted otherwise. All construction signs shall have high intensity sheeting with black legend on an orange fluorescent background unless otherwise noted. The mounting height for portable stand mounted signs shall be a minimum of one foot, measured from the bottom of the sign to the near edge of pavement elevation.

The contractor shall develop and submit traffic control plans to the Engineer for approval before any construction activity is planned. The Engineer will require up to two weeks for review of each submittal or re-submittal of the contractor's traffic control plans. One lane of traffic shall be maintained in each direction at all times. The traffic control plans shall include the following requirements:

1) Advance Construction Zone Signing:

The contractor shall install the following advance construction zone (36- by 36-inch) signing on Davis Road. A "Road Work 1 Mile " (W20-1bAZ) sign one mile in advance of the project limits, a "Speed Reduced Ahead" (W3-5aAZ), followed by a "Speed Limit 45" and a "Speed Limit 35" (R2-1) signs, a "Road Work 1500 Ft" (W20-1dAZ) sign, and ending with a (36- by 36-inch) W24-01L or W24-01R sign 750 feet in advance of the project limits. On the departing travel lane an "End Road Work Thank You" (G20-2AZ) sign 2250 feet beyond the project limits shall be placed. Each advanced construction zone sign, except the G20-2AZ, shall have two flags and a Type A warning light.

The signs shall be spaced as necessary with the desired minimum spacing from the work zone being 500 feet. The advance signing shall be placed so as not to interfere with work zone signing.

As described on the project Traffic Control sheets, additional advanced warning signs shall be required on SR80 and US191 alerting drivers of construction on Davis Road. 48- by 36-inch specialty signs saying "Eastbound Davis Rd. Under Construction" and "Westbound Davis Rd. Under Construction" shall be installed as noted on the plans.

The advance signing shall remain for the duration of the work.

2) Work Activity Traffic Control:

The channelizing devices (Type II barricades or vertical panels) for lane tapers shall be at a maximum spacing of 40 feet. The channelizing devices separating the travel way from the work activities shall be at a maximum spacing of 80 feet.

The contractor shall provide two-way radios to all flaggers and uniformed officers being used for traffic control, work supervisors and ADOT construction inspection personnel to facilitate communications.

Fines Double for Speeding in Construction Zone signs, when allowed by the Engineer, shall generally conform to Figure SA-12 of the 2010 ADOT Traffic Control Design Guidelines. Such signing shall only be in place during work periods when workers are present in accordance with the guidelines for signing for double fines in work zones.

During roadway cleaning, placement of raised pavement markers and pavement markings, one-uniformed police officer with vehicle will be required unless otherwise directed by the Engineer. Place two 36- by 18-inch specialty warning signs with the message "WET

PAINT" and "KEEP OFF STRIPE" 500 feet in advance of work. "WET PAINT" and "KEEP OFF STRIPE" specialty warning signs shall be paid under bid item 7015091.

Vertical drops, shall not exceed two inches longitudinally and one inch transversely. These areas shall be treated with a wedge of material as approved by the Engineer, all the costs related building and removing the wedges including materials shall be considered included in the cost of contract items.

(104SWDEQ, 3/11/13)

SECTION 104 - SCOPE OF WORK:

104.09 Prevention of Landscape Defacement; Protection of Streams, Lakes and Reservoirs: of the Standard Specifications is revised to read:

(A) General:

The contractor shall give attention to the effect of the contractor's operations upon the landscape, and shall take care to maintain natural surroundings undamaged.

The contractor shall be responsible to implement the requirements of the Arizona Pollutant Discharge Elimination System (AZPDES) for erosion and sediment control as specified in the "General Permit For Discharge From Construction Activities To the Waters Of The United States," issued by the Arizona Department of Environmental Quality (ADEQ). That document is hereinafter referred to as the AZPDES general permit.

Useful information related to stormwater controls and erosion and sediment control measures is presented in the "Fact Sheet For The Issuance Of An AZPDES Construction General Permit," available from ADEQ, and ADOT's "Erosion and Pollution Control Manual," available on the Department's website at http://www.azdot.gov/inside_adot/OES/Water_Quality/Stormwater/Erosion_Pollution_Control_Manual.asp.

The work shall include providing, installing, maintaining, removing and disposing of erosion and sediment control measures such as gravel filter berms, dikes, catch basin inlet protection, end-of-pipe filtering devices, silt fences, dams, sediment basins, earth berms, netting, geotextile fabrics, slope drains, seeding, stream stabilization, and other erosion and sediment control devices or methods. Erosion control, as hereinafter referenced, shall be deemed to include control of erosion and the mitigation of any resulting sediment. Erosion control measures may be temporary or permanent. The contractor shall also be responsible for the preparation and processing of all documents required in the AZPDES general permit.

The plans will include preliminary erosion control measures and additional information to be included in the project's Storm Water Pollution Prevention Plan (SWPPP), as specified in Subsection 104.09(B). The contractor, with input from the Engineer, shall finalize the

SWPPP, file a Notice of Intent (NOI), implement the SWPPP, and file a Notice of Termination (NOT), all as described herein.

Except for the NOI, all signatures required of the contractor by the AZPDES general permit, including those required for the NOT, SWPPP, and inspection reports, shall be provided by a duly authorized representative of the contractor, as defined in Part VIII.J.2 of said permit. Signature of the NOI shall be by a responsible corporate officer, as defined in Part VIII.J.1 of the AZPDES general permit.

No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been approved, the NOI completed and filed in accordance with Subsection 104.09(C), and the SWPPP implemented.

Submission of the contractor's NOI shall certify that the contractor and its subcontractors have read and will comply with all provisions of the AZPDES general permit.

(B) Stormwater Pollution Prevention Plan (SWPPP):

The plans will include descriptions of temporary and permanent erosion control measures; a project description; percent impervious area, including paved areas, rooftops, and other similar surfaces, for both pre-construction and post-construction conditions; inspection schedule; and site-specific diagrams indicating proposed locations where erosion and sediment control devices or pollution control measures may be required during successive construction stages. The plans may also include an initial schedule detailing the proposed sequence of construction and related erosion control measures.

The contractor shall review the preliminary information, including the erosion control features and phasing, evaluate all SWPPP requirements for adequacy in addressing pollution prevention during construction, and prepare a draft SWPPP for review by the Engineer.

The contractor shall designate an erosion control coordinator, in accordance with Subsection 104.09(D), to be responsible for finalization and implementation of the SWPPP, as well as all other applicable requirements of the AZPDES general permit. The contractor's erosion control coordinator shall be approved as specified in Subsection 104.09(D) before the draft SWPPP can be finalized and submitted to the Engineer. After approval, the contractor shall designate the erosion control coordinator as an authorized representative of the contractor in accordance with Part VIII.J.2 of the AZPDES General Permit.

The draft SWPPP shall include all information required in the AZPDES general permit, including a site map; identification of receiving waters and wetlands impacted by the project; a list of potential pollutant sources; inspection schedule; any onsite or off-site material storage sites; additional or modified stormwater, erosion, and sediment controls; procedures for maintaining temporary and permanent erosion control measures; a list of the contractor's pollution prevention practices; and other permit requirements stipulated in the

AZPDES program as well as other applicable state or local programs. The contractor shall coordinate with the Engineer on all such additional information.

The draft SWPPP shall also identify any potential for discharge into a municipal separate storm sewer system (MS4), including the name of the owner/operator of the system.

Unless otherwise approved by the Engineer, the contractor shall not expose a surface area of greater than 750,000 square feet to erosion through clearing and grubbing, or excavation and filling operations within the project limits until temporary or permanent erosion control devices for that portion of the project have been installed and accepted by the Engineer.

The contractor shall indicate each 750,000 square-foot sub-area in the draft SWPPP, along with proposed erosion control measures for each sub-area. The draft SWPPP shall also include the sequence of construction for each sub-area, and installation of the required temporary or permanent erosion control measures.

The contractor shall give installation of permanent erosion control measures priority over reliance on temporary measures. Permanent erosion control measures and drainage structures shall be installed as soon as possible in the construction sequencing of the project, preferably concurrent with construction of the related sub-area or drainage device. However, except as specified in Part IV, Section B.2 of the AZPDES general permit and approved by the Engineer, erosion control measures shall be installed no later than 14 calendar days after construction activity has temporarily or permanently ceased for the affected sub-area.

Temporary or permanent sedimentation basins may be required for reducing or eliminating sediment from stormwater runoff. When required, such basins shall be completed before any clearing and grubbing of the site is initiated. The contractor shall evaluate the need and attainability of installing sediment basins as described in the AZPDES permit and, if approved by the Engineer, include the basins into the SWPPP as appropriate. When sedimentation basins are determined to be necessary and feasible, such work will be paid in accordance with Subsection 109.04(D). The plans may also include sediment basins as part of the preliminary information. No additional payment will be made for such basins, the cost being considered as included in contract items.

The draft SWPPP shall also identify and address erosion control at on-site fueling operations, waste piles, material storage sites, and off-site dedicated asphalt and concrete plants, contractor-use areas, storage areas, and support activity locations which are used solely for the project and are covered by the AZPDES general permit. The draft SWPPP shall also accommodate all requirements for the contractor’s pollution prevention practices specified in Subsection 104.09(E). In addition, the SWPPP shall specifically identify the erosion control measures proposed by the contractor during any vegetation removal and salvaging phases of the project (such as during timber harvesting or native plant salvaging).

The draft SWPPP shall specify the mechanism whereby revisions may be proposed by the contractor or the Engineer throughout the project and incorporated into the plan, including review and approval procedure. The Engineer and contractor shall jointly approve and sign

each revision to the SWPPP before implementation. Any subsequent submittals required by the contractor to revise or update the SWPPP will require at least 48 hours for review.

Contractors and subcontractors responsible for implementing all or portions of the SWPPP shall be listed in the draft SWPPP, along with the measures for which they are responsible.

The contractor shall submit two copies of the draft SWPPP, including all information specified herein, to the Engineer at the preconstruction conference if possible, but not later than 14 calendar days from the Department's approval of the contractor's Erosion Control Coordinator.

The Engineer will provide the contractor with the following forms at the preconstruction conference:

Maintenance, inspection, and site-monitoring report forms;
Other record keeping forms and procedures, as needed; and
Notice of Intent (NOI) and Notice of Termination (NOT) forms.

Notice of Intent and Notice of Termination blank forms are also available on the internet at http://azdeq.gov/function/forms/appswater.html#cgp.

Within 10 calendar days from the SWPPP submittal, the Engineer and contractor will jointly review the contractor's draft SWPPP, and include any additional revisions directed by the Engineer. The finalized SWPPP shall meet the terms and conditions of the AZDPES general permit, and be compatible with construction sequencing and maintenance of traffic plans.

When agreement has been reached, the Engineer and contractor's authorized representative will sign the finalized SWPPP. The Engineer's signature will constitute approval of the SWPPP. Upon approval of the SWPPP, the contractor shall file a Notice of Intent (NOI) as specified in Subsection 104.09(C).

After the time period specified in Subsection 104.09(C), the contractor shall implement the requirements of the SWPPP. No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been approved, the NOIs completed and filed in accordance with Subsection 104.09(C), and the SWPPP implemented.

The contractor shall maintain all related erosion control elements in proper working order throughout the project. Work under this section also includes inspections, record-keeping, and implementation of pollution prevention practices as described in Subsection 104.09(E).

The approved SWPPP shall be updated whenever a change in design, construction method, operation, maintenance procedure, or other activity may cause a significant effect on the discharge of pollutants to surface waters, or when a change is proposed to the personnel responsible for implementing any portion of the SWPPP. The SWPPP shall also be amended if inspections indicate that the SWPPP is ineffective in eliminating or

significantly reducing pollutants in the discharges from the construction site. All necessary modifications to the SWPPP shall be made within seven calendar days following the inspection that revealed the deficiency.

ADEQ may notify the contractor at any time that the SWPPP does not comply with the permit requirements. The notification will identify the provisions of the permit that are not being met and parts of the SWPPP that require modification. Within 15 business days of receipt of the notification from ADEQ the contractor shall make the required changes to the SWPPP and submit a written certification to ADEQ that the requested changes have been made.

The contractor's erosion control coordinator shall maintain the SWPPP along with completed inspection forms and other AZPDES records in a three-ring binder. The erosion control coordinator shall maintain a current copy of the SWPPP, including all associated records and forms, at the job site from the time construction begins until completion of the project. The SWPPP shall be available for inspection by ADEQ, FHWA, and other entities identified in the AZPDES general permit, and for use by the Engineer. The erosion control coordinator shall provide copies of any or all of such documents to the Engineer upon request. When requested, such copies shall be provided within three working days of the request.

The SWPPP (including inspection forms) and all data used to complete the NOI and NOT shall be provided to the Department at the completion of the project. The contractor shall retain its own records for a period of at least three years from the filing of the contractor's NOT.

No condition of the AZPDES general permit or the SWPPP shall release the contractor from any responsibilities or requirements under other environmental statutes or regulations.

(C) Notice of Intent (NOI):

After the project Storm Water Pollution Prevention Plan (SWPPP) has been approved, the contractor will complete a Notice-of-Intent (NOI) form for the project. The NOI includes a certification statement which must be signed and dated by a responsible corporate officer of the contractor, as defined in Part VIII.J.1of the AZPDES General Permit, and include the name and title of that officer.

The NOIs shall be submitted to the Arizona Department of Environmental Quality (ADEQ) at the following address:

Arizona Department of Environmental Quality
Surface Water Section/Permits Unit/Stormwater NOIs (5415A-1)
1110 W. Washington Street
Phoenix, Arizona 85007
or fax to (602) 771-4528

The submittals shall be made to allow for the seven calendar-day review period required by ADEQ before the anticipated start of construction. The contractor shall also allow sufficient time, depending on the manner of submittal, for the NOIs to be received by ADEQ before commencement of the seven-day review period. An Authorization Certificate will be issued by ADEQ and, unless otherwise notified, the construction activities that are covered by the terms and conditions of the AZPDES permit may begin after the submittal period plus the seven calendar-day review period, or upon receipt of the Authorization Certificate, whichever occurs first. The contractor shall provide a copy of the authorization certificate to the Engineer, and keep a copy with the NOI.

The NOI may also be submitted electronically, through ADEQ's Smart NOI website at http://az.gov/webapp/noi/main.do. Regardless of the method of submittal, the contractor shall provide a copy to the Engineer.

At any time after authorization, ADEQ may determine that the contractor's stormwater discharges may cause or contribute to non-attainment of any applicable water quality standards. If ADEQ makes that determination, the contractor will be notified in writing. The contractor shall develop a supplemental erosion control action plan describing SWPPP modifications to address the identified water quality concerns. If the written notice from ADEQ requires a response, failure to respond in a timely manner constitutes a permit violation. All responses shall be in accordance with the AZPDES general permit.

If there is a potential to discharge into a municipal separate storm sewer system (MS4), a copy of the Authorization Certificate shall be submitted to the owner/operator of the system. Also, contractor's operating under an approved local sediment and erosion plan, grading plan, or stormwater management plan shall submit a copy of the Authorization Certificate to the local authority upon their request.

The contractor shall post its NOI and the information required in the AZPDES general permit on the construction-site bulletin board throughout the duration of the project. A copy of the AZPDES general permit shall also be kept at the construction site at all times.

(D) Contractor's Erosion and Pollution Control Coordinator:

(1) General Requirements:

The contractor shall designate a competent person as the contractor's erosion and pollution control coordinator (referred to elsewhere herein as erosion control coordinator) responsible for finalizing the draft SWPPP from the preliminary information included with the plans. The erosion control coordinator shall also be responsible for implementing, monitoring, and revising the approved SWPPP throughout the project, for making the required inspections, and for implementing any other permit requirements stipulated in the AZPDES general permit. The person shall be knowledgeable in the principles and practice of erosion and sediment controls, and possess the skills to assess conditions at the site that could impact stormwater quality and the effectiveness of the contractor's erosion control measures used to control the quality of the stormwater discharges.

Stormwater runoff from construction activities may contaminate adjacent bodies of water, or otherwise exceed water quality standards, and result in possible major civil and/or criminal penalties. Therefore the Engineer will closely consider the qualifications of the contractor's erosion control coordinator. The contractor shall not assume that the person proposed as erosion control coordinator will be acceptable to the Department merely because the experience and education requirements listed herein have been met.

The contractor bears all risks and liabilities for the failure of its erosion control coordinator to properly implement the requirements of the AZPDES general permit.

The person shall be capable of identifying existing and predictable effects of the contractor's operations, and shall have complete authority to direct the contractor's personnel and equipment to implement the requirements described herein, including prompt placement of corrective measures to minimize or eliminate pollution and damage to downstream watercourses. The erosion control coordinator shall also be familiar with procedures and practices identified in the SWPPP, and shall ensure that emergency procedures are up to date and available at project sites.

The erosion control coordinator shall at all times be aware of the contractor's work activities, schedule, and effect of the work on the environment, and shall, at any time, be accessible to direct the contractor's personnel to replace or repair erosion control measures as necessary. Should the erosion control coordinator not be present at the project site on a full-time basis, the contractor shall establish procedures to ensure that its erosion control coordinator is promptly notified of any damage or displacement of the required erosion control measures, whether from construction, vandalism, or other causes. In addition, the contractor shall provide the Engineer with a phone number through which the erosion control coordinator can be contacted at any time, 24 hours a day, seven days a week, including holidays. The erosion control coordinator must be present at the jobsite within 24 hours of such call being placed.

The erosion control coordinator shall also be aware of and comply with all requirements of the AZPDES general permit to address discharges at the site associated with the contractor's activities other than construction, including contractor staging areas, and other potential pollutant and off-site material storage and borrow areas.

The contractor shall be responsible to provide appropriate training to the contractor's personnel, including employees of any subcontractors, to ensure that all personnel understand requirements of the AZPDES general permit and SWPPP that are applicable to their job functions.

Failure of the contractor to properly maintain the erosion control measures required in the approved SWPPP will be cause for the Engineer to reject the erosion control coordinator and issue a stop work order, as specified in Subsection 104.09(G).

(2) Certification Requirements:

The proposed erosion control coordinator shall have successfully completed the two-day (16 hour) “Erosion Control Coordinator” training class (hereinafter referred to as the training class) provided by the Associated General Contractors (Arizona Chapter), phone (602) 252-3926.

If a current training class certificate is more than three years old, the Erosion Control Coordinator will have until April 30, 2014 to successfully complete either a six-hour “Erosion Control Coordinator Refresher” class (hereinafter referred to as the refresher class), also provided by the Associated General Contractors (Arizona Chapter), or the two-day training class specified above.

In order to maintain the training class certification, the refresher class shall be required every three years thereafter, prior to the expiration date listed on the previous certificate. After April 30, 2014, should more than three years elapse from completion of either the training class or refresher class, the contractor’s proposed erosion control coordinator shall be required to successfully complete the two-day training class in order to again be eligible for consideration.

In addition, the proposed erosion control coordinator shall have documented experience equal to a minimum of one year from either of the following two categories:

(a) Experience in the development and implementation of Stormwater Pollution Prevention Plans (SWPPP’s), as specified in the AZPDES general permit referenced herein, or the National Pollutant Discharge Elimination System (NPDES) for highway construction projects. The proposed erosion control coordinator’s experience shall demonstrate full-time responsibility for directly supervising construction personnel in the installation, monitoring, and maintenance of erosion control items.

(b) Experience in re-vegetation or restoration of disturbed areas in environments similar to those on the project. Experience in temporary or permanent stabilization of disturbed areas will also be considered. The proposed erosion control coordinator’s experience shall demonstrate full-time responsibility for directly supervising personnel in temporary or permanent re-vegetation or restoration of disturbed areas.

The contractor’s documentation shall provide details indicating the types of relevant experience, and shall provide the number of months of each type of experience to be considered for approval.

The contractor’s documentation shall also indicate that the proposed erosion control coordinator has completed the training class or refresher class. As specified above, the refresher class shall be required thereafter for each subsequent three-year period.

(3) Acceptance:

The contractor shall submit documentation indicating the qualifications of the proposed erosion control coordinator to the Engineer for approval within seven calendar days of the notice of award of the contract. The Engineer will review the proposed candidate's information within seven calendar days. The contractor may begin development of the draft SWPPP from the preliminary information included with the plans prior to approval of the erosion control coordinator. However no clearing, grubbing, earthwork, or other work elements that, in the opinion of the Engineer, may be subject to the requirements of the AZPDES general permit shall be started until the erosion control coordinator has been approved, the SWPPP finalized and implemented, and the NOI completed and filed, all as specified herein.

(E) Pollution Prevention Practices and Requirements:

The SWPPP shall also specify the contractor's pollution prevention practices and requirements, including vehicle wash-down areas, onsite and off-site tracking control, protection of equipment storage and maintenance areas, methods to minimize generation of dust, and sweeping of highways and roadways related to hauling activities. The contractor shall show each planned location of service and refueling areas on the SWPPP's site map. Changes to the contractor's pollution prevention practices that are related to construction phasing shall also be shown on the SWPPP.

The contractor shall take aggressive actions, considering all conditions, to prevent pollution of streams, lakes, and reservoirs with fuels, oil, bitumens, calcium chloride, fresh Portland cement, fresh Portland cement concrete, raw sewage, muddy water, chemicals or other harmful materials. None of these materials shall be discharged into any channels leading to streams, lakes or reservoirs. The SWPPP shall include the implementation of spill prevention and material management controls and practices to prevent the release of pollutants into stormwater. The SWPPP shall also provide storage procedures for chemicals and construction materials; disposal procedures; cleanup procedures; the contractor's plans for handling such pollutants; and other pollution prevention measures as required.

Machinery service and refueling areas shall be located away from streambeds or washes, and in a manner which prevents discharges into steams or washes.

Waste materials from blasting, including explosives containers, shall be disposed of off-site in accordance with applicable federal regulations. Other waste materials, such as used cans, oils, machine and equipment parts, paint, hazardous materials, plastic and rubber parts, discarded metals, and building materials, shall be removed from the construction site and disposed of according to applicable state and federal regulations.

Where the contractor's working area encroaches on a running or intermittent stream, barriers shall be constructed and maintained between the working areas and the stream bed adequate to prevent the discharge of any contaminants. The SWPPP shall identify the

location of streams that may be affected and the specific types of barriers proposed for protecting these resources.

Unless otherwise approved in writing by the Engineer, fording of running streams with construction equipment will not be permitted; therefore, temporary bridges or other structures shall be used whenever an appreciable number of crossings are necessary.

Temporary bridges or other structures proposed by the contractor shall be designed to accommodate the ten-year storm event if to remain in place for up to a one-year period. If a structure is planned to remain in place for longer than one year, the hydraulic conveyance may be subject to more stringent requirements. The contractor shall be responsible for all permits, authorizations, and environmental clearances that may be necessary to approve the use of such structures. The contractor shall submit the design and all required documentation to the Engineer for approval. The contractor is advised that the review and approval process for such structures could be lengthy. Unless otherwise provided for in the contract, the contractor shall be responsible for all costs associated with the design and construction of such structures. Also, no extension of contract time will be allowed for any review and approval periods, or for the time required to construct temporary bridges proposed by the contractor.

Mechanical equipment shall not be operated in running streams.

Material which is to be stockpiled or disposed of off-site shall be in accordance with Subsection 107.11.

Streams, lakes and reservoirs shall be cleared of all falsework, piling, debris or other obstructions resulting from the contractor's activities, inadvertently placed thereby or resulting from construction operations, within 24 hours from the time the obstruction was observed.

Spill prevention, containment and counter-measures shall be included in the SWPPP if the volume of project-site fuel in a single container exceeds 660 gallons, or if the total fuel storage volume at any one site exceeds 1,320 gallons.
In the event of a spill of a hazardous material, the contractor shall follow the provisions of Subsection 107.07. In addition, the erosion control coordinator shall modify the SWPPP as necessary within 14 calendar days of the discharge. The SWPPP shall be modified to include a description of the release, the circumstances leading to the release, and the date of the release.

The contractor shall assist in any efforts to clean up hazardous material spills, as directed by the Engineer or other authorities. Soil contaminated from spills shall be disposed of according to applicable state and federal regulations.

(F) Inspections:

(1) General:

The Engineer and the erosion control coordinator shall inspect the project at least every 14 calendar days, and also within 24 hours after any storm event of 0.50 inches or more. The inspections shall include disturbed areas that have been temporarily stabilized, areas used for storage of materials, locations where vehicles enter or exit the site, and all of the erosion and sediment controls included in the SWPPP. The contractor shall monitor rainfall on the site with a commercially manufactured rain gauge accurate to within 0.10 inches of rain. Rainfall records shall be submitted to the Engineer on a weekly basis.

For each inspection, the contractor's erosion control coordinator shall complete and sign a Compliance Evaluation Report as described in the permit. Copies of the completed reports shall be retained on-site in the SWPPP file throughout the construction period. The erosion control coordinator shall also provide a copy of the report to the Engineer following each inspection.

All inspections shall be made jointly with the Engineer.

(2) Adjustments:

When deficiencies are noted during scheduled inspections, the contractor shall take immediate steps to make the required corrections as soon as practical. Deficiencies shall be fully corrected, to the satisfaction of the Engineer, within four calendar days or by the next anticipated storm event, whichever is sooner. Deficiencies noted between designated inspections shall be corrected within the time period directed by the Engineer, but not later than four calendar days after observation.

Direct inflows of sediment into a watercourse shall be corrected by the end of the same day or work shift in which the inflow was observed.

In accordance with Subsection 104.09(G), failure to implement adjustments within the specified time periods may be cause for the Engineer to reject the contractor's erosion control coordinator and issue a stop work order for the affected portions of the project.

(G) Non-Compliance:

The Engineer may reject the contractor's erosion control coordinator if, in the opinion of the Engineer, the conditions of the AZPDES general permit or the approved SWPPP are not being fulfilled. Rejection of the contractor's erosion control coordinator shall be for failure to complete any of the following:

(1) Should the Engineer determine that the SWPPP is not being properly implemented, the contractor will be notified in writing of such deficiencies. The contractor's erosion control coordinator shall fully implement, to the satisfaction of the Engineer, the requirements of the approved SWPPP within three working days.

(2) Should any corrective measures required in Subsection 104.09(F)(2) not be completed within the time periods specified therein, the Engineer will notify the contractor in writing. The contractor's erosion control coordinator shall complete all required corrective measures within two calendar days of such notification, except that direct inflows of sediment into a watercourse shall be corrected within 24 hours.

(3) Should the Engineer determine that routine maintenance of the project's erosion control measures is not being adequately performed, the contractor will be notified in writing. Within three working days, the contractor's erosion control coordinator shall demonstrate, to the satisfaction of the Engineer, that such steps have been taken to correct the problem.

In the event of the erosion control coordinator's failure to comply with any of the above requirements, the Engineer will direct the contractor to stop all affected work and propose a new erosion control coordinator as soon as possible. However, all erosion and pollution control items specified in the SWPPP shall be maintained at all times. No additional work on construction items affected by the SWPPP will be allowed until a new erosion control coordinator has been approved by the Engineer. The contractor will not be allowed compensation or an extension of contract time for any delays to the work because of the failure of the contractor's erosion control coordinator to properly fulfill the requirements of the approved SWPPP.

(H) Record of Major Construction And Erosion Control Measures:

In addition to the compliance evaluation report, the contractor shall keep records of the major construction activities, including the erosion control measures associated with these activities. In particular, the contractor shall keep a record of the following activities:

The dates when major grading activities (including clearing and grubbing, excavation and embankment construction) occur in a particular area or portion of the site.
The dates when construction activities cease in an area, temporarily or permanently.
The dates when an area is stabilized, temporarily or permanently.

Such information shall be noted within two working days of the occurrence of any of the listed activities, and a copy of the report shall be included in the SWPPP. The contractor shall also provide one copy of such records, and any subsequent up-dated information, to the Engineer within three working days of completion or amendment of the report.

(I) Notice of Termination (NOT):

Upon final acceptance by the Engineer in accordance with Subsection 105.20, and as specified herein, the contractor shall complete and mail a Notice-of-Termination (NOT) for the project to the address shown below. The NOT submitted by the contractor includes a certification statement which must be signed and dated by an authorized representative of the contractor, as defined in Part VIII.J.2 of the AZPDES General Permit, and include the name and title of that authorized representative.

Arizona Department of Environmental Quality
Surface Water Section/Stormwater & General Permits (5415A-1)
1110 W. Washington Street
Phoenix, Arizona 85007
or fax to 602 771-4528

The NOT may also be submitted electronically, through ADEQ's Smart NOI website at http://az.gov/webapp/noi/main.do. Regardless of the method of submittal, the contractor shall provide a copy to the Engineer.

When the approved SWPPP includes the use of Class II seeding as an erosion control measure, seeded areas shall be maintained for 45 calendar days, as specified in the special provisions, and approved by the Engineer before the contractor's NOT can be submitted. Seeding, when used in the SWPPP as an erosion control measure, will not be considered as part of any Landscape Establishment Phase that may be included with the project.

(J) Measurement and Payment:

Measurement and payment for work specified in the SWPPP will be made in accordance with the requirements of Section 810. Erosion control and pollution prevention work specified in the contract which is to be accomplished under any of the other various contract items will be paid for as specified under those items.

If a force account pay item for erosion control is included in the bidding schedule, the contractor may be reimbursed for such additional erosion control items proposed by the contractor but not included with the plans or specifications. Such additional erosion control items must be approved in writing by the Engineer before use. Erosion control items approved by the Engineer will be paid in accordance with Subsection 109.04(D). No measurement or payment will be made for such additional items not approved by the Engineer.

No measurement or payment will be made to the contractor for time spent in preparing, reviewing, and revising the Storm Water Pollution Prevention Plan (SWPPP), including the monitoring plan, or providing other required documentation, the cost being considered as included in the price of contract items. No measurement or payment will be made for inspections, training of personnel, the contractor's erosion control coordinator, or the contractor's pollution prevention practices and requirements, the costs being considered as included in contract items.
Unless otherwise specified, no measurement or payment will be made for maintenance of temporary and permanent erosion control measures, the cost being considered as included in contract items.

104.10 Contractor's Responsibility for Work: of the Standard Specifications is revised to read:

The contractor shall implement the requirements of the Arizona Pollutant Discharge Elimination System (AZPDES) for erosion control due to storm water runoff during construction, as specified above in Subsection 104.09, Prevention of Landscape Defacement; Protection of Streams, Lakes, and Reservoirs.

Until final written acceptance of the project by the Engineer, the contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the nonexecution of the work. The contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance. No reimbursement shall be made for work necessary due to the contractor's failure to comply with the requirements of the SWPPP.

Except as specifically provided under Subsection 104.04, in case of suspension of work from any cause whatever, the contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and provide for normal drainage. The contractor shall also erect any necessary temporary structures, signs or other facilities. During such period of suspension of work, the contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings and soddings, furnished under its contract and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

(104STORM, 11/01/95)

SECTION 104 - SCOPE OF WORK:

104.11 Damage by Storm, Flood or Earthquake: Item (D), Idled Equipment and Remobilization, of the Standard Specifications is hereby deleted.

104.11 Damage by Storm, Flood or Earthquake: Items (E) and (F) of the Standard Specifications are revised to read:

(D) Payment for Repair Work:

The State will pay the cost of the repair work as determined in Subsection 109.04.

(E) Termination of Contract:

If the Department elects to terminate the contract, the termination and the determination of the total compensation payable to the contractor shall be governed by the provisions of Subsection 108.11, Termination of Contract for Convenience of the Department.

(104ENVIR, 03/17/08)

SECTION 104 - SCOPE OF WORK:

104.12 Environmental Analysis: of the Standard Specifications is revised to read:

The contractor shall prepare an environmental analysis for approval by the Engineer, under any of the following conditions:

(A) If the contractor elects to provide material, in accordance with Section 1001, from a source that involves excavation.

(B) If the contractor elects to use any site to set up a plant for the crushing or processing of base, surfacing, or concrete materials. The contractor may request an exemption from this requirement to provide an environmental analysis if all of the following conditions apply:

(1) the site is exclusively used for the processing of materials,
(2) the site will not be used for excavation of borrow material,
(3) the site was developed as a processing area on or before January 1, 1999,
(4) the site is currently operating as a processing area, and
(5) the plant is located within that portion of the site that was disturbed prior to January 1, 1999.

(C) If the contractor requests that the Engineer approve access to controlled access highway at points other than legally established access points.

The contractor may incorporate an existing environmental analysis approved after January 1, 1999, provided that the analysis is updated as necessary to be in compliance with current regulations and with the contractor's planned activities.

Regulatory changes, specification changes, or other reasons may preclude the approval of a materials source. The contractor acknowledges that the Department may refuse to approve a material source even if the Department had approved the source for other projects.

The environmental analysis shall include all areas of proposed excavation, crushing, processing, and haul roads. For the purposes of Subsection 104.12, a haul road is defined as any road on material excavation, processing, or crushing sites, and any road between the respective site and a public highway that may be used by the contractor.

The contractor shall promptly advise the Engineer that it is preparing the environmental analysis and shall submit it upon completion. The contractor should anticipate needing a minimum of 30 calendar days to prepare the environmental analysis. The contractor shall allow a minimum of 45 calendar days after submittal, or subsequent resubmittal, to the Department for the Department to review the environmental analysis and to consult with the

appropriate jurisdictions and/or agencies. At the end of the review period, the Engineer will notify the contractor whether or not the environmental analysis is acceptable.

If the approval of the environmental analysis causes a delay to a controlling activity of the project, the contractor may seek, and the Engineer may grant, an extension of time in accordance with the terms of Subsection 108.08. The time extension shall not exceed 30 working days for a working-day contract, or 45 calendar days for a calendar-day project. The time extension will not be considered unless the contractor can show evidence of due diligence in pursuing the environmental analysis. No time extension will be granted for a fixed completion date contract.

The Environmental analysis shall address all environmental effects, including, but not limited to, the following:

(1) The location of the proposed source and haul road, and the distance from the source to either an existing highway or an established alignment of a proposed Federal, State or County highway along with vicinity maps, sketches or aerial photographs.

(2) The ownership of the land.

(3) The identity and location of nearby lakes, streams, parks, wildlife refuges or other similar protected areas.

(4) The former use, if known, of the source, and haul road and their existing condition.

(5) The identification of present and planned future land use, zoning, etc., and an analysis of the compatibility of the removal of materials with such use.

(6) The anticipated volume of material to be removed; the width, length and depth of the excavation; the length and width of the haul road, and other pertinent features and the final condition in which the excavated area and haul road will be left, such as sloped sides, topsoil replaced, the area seeded, etc.

(7) The archaeological survey of the proposed source prepared by a person who meets the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) and possesses a current permit for archaeological survey issued by the Arizona State Museum (ASM). The survey shall be prepared in a State Historic Preservation Office standardized format. The survey shall identify all historic properties within the area of potential effect (APE), as defined by the National Historic Preservation Act (36 CFR 800.4). This includes the materials source, processing area, and the haul road. Additionally, the survey report shall identify the effects of the proposed source on any historic properties within the APE, and recommend measures to avoid, minimize, or mitigate those effects.

(8) If the proposed source, or haul road will utilize Prime and Unique Farm land or farm land of statewide importance, a description of such remaining land in the vicinity and an evaluation whether such use will precipitate a land use change.

(9) A description of the visual surroundings and the impact of the removal of materials on the visual setting.

(10) The effect on access, public facilities and adjacent properties, and mitigation of such effects.

(11) The relocation of business or residences.

(12) Procedures to minimize dust in pits and on haul roads and to mitigate the effects of such dust.

(13) A description of noise receptors and procedures to minimize impacts on these receptors.

(14) A description of the impact on the quality and quantity of water resulting from the materials operation shall be provided. The potential to introduce pollutants or turbidity to live streams and/or nearby water bodies shall be addressed. Measures to mitigate potential water quality impacts shall be coordinated through the Environmental Protection Agency (EPA) for sites located on tribal land, and the Arizona Department of Environmental Quality (ADEQ) for sites located on non-tribal land.

(15) A description of the impact on endangered or threatened wildlife and plants and their habitat. The analysis of potential impact to plants and wildlife shall be coordinated through the Arizona Game and Fish Department and U.S. Fish and Wildlife Service. Compliance with the Arizona Native Plant Law shall be coordinated through the Arizona Commission of Agriculture and Horticulture.

(16) A discussion of the effects of hauling activities upon local traffic and mitigating measures planned where problems are expected.

(17) A description of the permits required, such as zoning, health, mining, land use, flood plains (see Section 404 of the Clean Water Act), etc.

(18) The effect of removing material and/or stockpiling material on stream flow conditions and the potential for adverse impacts on existing or proposed improvements within the flood plain which could result from these activities. Measures to mitigate potential water quality impacts shall be coordinated through the Environmental Protection Agency (EPA) for sites located on tribal land, and the Arizona Department of Environmental Quality (ADEQ) for sites located on non-tribal land.

Guidance in preparing the environmental analysis is available on the Department's Internet Website through the Environmental Planning Group, or by calling Environmental Planning Group at 602-712-7767.

(105PLNS, 10/18/10)

SECTION 105 CONTROL OF WORK:

105.03 Plans and Working Drawings: the thirteenth paragraph of the Standard Specifications is revised to read:

All working drawings or prints shall be 22 inches in height and 34 inches in length. There shall be 1 1/4-inch margins on the left and right sides, and 3/4-inch margins on the top and bottom. A blank space, four inches wide by three inches high, shall be left inside the margin in the lower right hand corner. All drawings shall be made in such a manner that clear and legible copies can be made from them. When half-size copies are required, they shall be provided on standard 11 by 17 inch sheets.

(105FNL, 03/11/11)

SECTION 105 CONTROL OF WORK:

105.20(B) Final Acceptance: the second paragraph of the Standard Specifications is revised to read:

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory or not complete, the Engineer will give the contractor written notice of the unsatisfactory or incomplete work and the contractor shall immediately correct such work. In such case, the Engineer will also give the contractor written notice as to whether or not the work is substantially complete.

Final acceptance will not be made until all completed plans and working drawings as required in Subsection 105.03 have been submitted and deemed acceptable by the Engineer. In addition, final acceptance will not be made until all “Certification of Payments to DBE Firms” affidavits, as required in the contract documents, have been submitted and deemed acceptable by the Engineer and the Civil Rights Office.

(106QCMAT, 05/03/16)

SECTION 106 CONTROL OF MATERIAL:

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.

- The ADOT Materials Practice and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Practice and Procedure Directive, it shall mean the test method or practice and procedure directive in effect on the bid opening date.

Any reference to the ADOT Materials Policy and Procedure Directives elsewhere in the contract documents shall be understood to mean ADOT Materials Practice and Procedure Directives.

106.04(B) Contractor Quality Control: the second paragraph of the Standard Specifications is revised to read:

Certain construction items may require additional quality control measures, as specified in Subsection 106.04(C). When so specified, the contractor shall provide all the personnel, equipment, materials, supplies, and facilities necessary to obtain samples and perform the tests listed in the applicable section and as given in Subsection 106.04(C). Specific contractor quality control requirements will be shown in the applicable construction items. Payment for such additional work shall be in accordance with the Special Provisions, and will be included in Bidding Schedule Item 9240170.

When the specifcations do not require specific contractor quality control measures, the provisions given in Section 106.04(C) do not apply. Bid Item 9240170 will not be included in the Bidding Schedule.

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:

All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, “ADOT System for the Evaluation of Testing Laboratories”. Approved laboratories, and the test methods for which they are approved to perform, are listed in the “ADOT Directory of Approved Materials Testing Laboratories”. Approved test methods listed in the “ADOT Directory of Approved Materials Testing Laboratories” do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, “ADOT System for the Evaluation of Testing Laboratories” and the “ADOT Directory of Approved Materials Testing Laboratories” may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read:

The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction and Materials", "Contractor Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.
In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete, and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

(106CERT, 09/14/12)

SECTION 106 CONTROL OF MATERIAL:

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturer’s or supplier’s official letterhead, and shall contain the following information:

(1) The current name, address, and phone number of the manufacturer or supplier of the material.

(2) A description of the material supplied.

(3) Quantity of material represented by the certificate.

(4) Means of material identification, such as label, lot number, or marking.

(5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.

(6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.

(7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

(106APL, 02/10/12)

SECTION 106 - CONTROL OF MATERIAL:

106.14 Approved Products List: of the Standard Specifications is revised to read:

The Approved Products List is a list of products which have been shown to meet the requirements of these Standard Specifications. The Approved Products List is maintained by the Department and updated monthly. Copies of the most current version are available on the internet from the ADOT Research Center, through its Product Evaluation Program.

The contractor shall verify that any products chosen for use from the Approved Products List are selected from the version which was most current at the time of the bid opening.

Unless otherwise specified in the Special Provisions, products not appearing on the Approved Products List at the time of the bid opening may be used if they meet the requirements of the plans and specifications.

When the Special Provisions limit product selection to only those listed on the Approved Products List, other products will not be evaluated or approved.

(106DMAT, 2/15/11)

SECTION 106 - CONTROL OF MATERIALS: of the Standard Specifications is modified to add:

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or $2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.
Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

(106SALV, 03/26/10)

SECTION 106 CONTROL OF MATERIAL: of the Standard Specifications is modified to add:

106.16 Salvaged Asphaltic Concrete Materials:

The contract may include mandatory uses and optional uses for reclaimed asphaltic concrete (RAP). Mandatory uses may include milled asphaltic concrete for shoulder build-up, or for other project-specific items. Optional uses for RAP, when allowed in the contract, include asphaltic concrete, aggregate bases, and aggregate subbases.

For projects with both mandatory and optional uses for RAP, the contractor shall ensure that sufficient project-generated RAP is available to complete the mandatory item(s), or provide RAP from other sources, acceptable to the Engineer, to complete such mandatory work, at no additional cost to the Department.

(107INS, 7/10/12)

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107.14 Insurance: the first paragraph of the Standard Specifications is revised to read:

Prior to the execution of the contract, the contractor shall file with the Department a certificate or certificates of insurance evidencing insurance as required by this contract has been placed with an insurer authorized to transact insurance in the State of Arizona pursuant to ARS Title 20, Chapter 2, Article 1, or with a surplus lines insurer approved and identified by the Director of the Department of Insurance pursuant to ARS Title 20, Chapter 2, Article 5.

All insurers shall have an “A.M. Best” rating of A- VII or better.

The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

The contractor’s submission of the required insurance certificates constitutes a representation to the Department that:

The contractor has provided a copy of these specifications to every broker who has obtained or filed a certificate of insurance and has communicated the necessity of compliance with these specifications to the broker; and

To the best of the contractor’s knowledge, each certificate of insurance and each insurance coverage meets the requirements of these specifications.

The contractor shall provide the Department with certificates of insurance (ACORD form or equivalent acceptable to the State of Arizona) as required by the contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107.15 Contractor's Responsibility for Utility Property and Services: of the Standard Specifications is modified to add:

The contractor shall be ADOT's Blue Stake field locator, and perform all requirements as prescribed in A.R.S. 40-360.21 through .29, for all underground facilities that have been installed by the contractor on the current project, until the project is accepted by ADOT.

At least two working days prior to commencing excavation, the contractor shall call BLUE STAKE CENTER, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities. The number to be called is as follows:

Projects Outside Maricopa County (800) 782-5348

Copies of existing Cochise County permits, subject to availability, may be obtained from the Cochise County Area Permit Supervisor as listed below:

COCHISE COUNTY

(928) 432-9240 phone
(928) 432-9278 fax

1415 Melody Lane, Building F
Bisbee, AZ 85603

The following utility company has facilities within the project area but are not anticipated to be in conflict.

Arizona Public Service (APS)
1034 S. Avenue
Douglas, AZ 85607

Peggy Jelen (520) 364-1536
peggy.jelen@aps.com

At Milepost 9, APS has facilities within the project limits. In locations where construction is to occur in the vicinity of overhead power lines, no portion of the construction operating equipment shall be allowed within a 13-foot radius of the overhead power line.

The contractor shall notify the APS field representative a minimum of 48 hours prior to upcoming work in locations below the overhead power lines.

The following utility companies are known to have facilities within the project limits which will be relocated prior the construction of this project.

Valley Telecom Group (VTC)
PO Box 970
Wilcox, AZ 85644

Shane Thompson (520) 384-8993
shane.thompson@vtc.net

At Milepost 9, the Valley TeleCom Group (VTC) has facilities within the project limits. The facilities consist of eight 1-3/4" fiber optic conduits sharing a similar trench shall be required to be relocated prior to the beginning of the project. All relocation efforts shall be completed either by VTC or by a subcontractor operating on behalf of VTC. A VTC representative shall be on site when work occurs within the vicinity of the fiber optic line.

The relocation of the VTC conduits shall begin by intercepting the existing conduit bank near Sta 508+85, 30' Lt and taper to Sta 512+40, 95' Lt where the new conduit location will be approximately 5' away from the northern right-of-way line. The conduit shall continue in an easterly direction, 5' from the right-of-way line up to Sta 533+77, 95' Lt. At this point, the conduit shall transition back to the existing conduit bank where it will again intercept the existing conduit bank near Sta 539+00, 28.5' Lt.

It is the contractor's responsibility to protect both APS and VTC facilities. If damage occurs, the total cost to repair facilities will be billable to the contractor.

The contractor is cautioned to use care when operating near any utility facilities. It shall be the contractor's responsibility to determine the exact location of any utilities within the project limits prior to any construction operations.

(107FINA, 09/19/12)

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107.19 Federal Immigration and Nationality Act: of the Standard Specifications is revised to read:

(A) General:

The contractor and all subcontractors shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

The contractor shall include the provisions of Subsection 107.19 in all its subcontracts.

In addition, the contractor shall require that all subcontractors comply with the provisions of Subsection 107.19, monitor such subcontractor compliance, and assist the Department in any compliance verification regarding any subcontractor.

(B) Compliance Requirements for A.R.S. § 41-4401, Government Procurement, E-Verify Requirement; Sanctions:

By submission of a bid, the contractor warrants that the contractor and all proposed subcontractors are and shall remain in compliance with:

(1) All federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract, and
(2) A.R.S. Section 23-214, Subsection A (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.").

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the contractor and subcontractors are subject to sanctions specified in Subsection 107.19(D).

Failure to comply with a State audit process to verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract, and the contractor and subcontractors are subject to sanctions specified in Subsection 107.19(D).

(C) Compliance Verification:

The State may, at any time and at its sole discretion, require evidence of compliance from the contractor or subcontractor.

Should the State request evidence of compliance, the contractor shall complete and return the State Contractor Employment Record Verification Form and Employee Verification Worksheet, provided by the Department, no later than 21 days from receipt of the request for such information.

Listing of the compliance verification procedure specified above does not preclude the Department from utilizing other means to determine compliance.

The State retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty specified in Subsection 107.19(B).

(D) Sanctions for Non-Compliance:

For purposes of this paragraph, non-compliance refers to either the contractor's or subcontractor's failure to follow immigration laws or to the contractor's failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. At a minimum, the Department will reduce the contractor's compensation by $10,000 for the initial instance of non-compliance by the contractor or a subcontractor. If the same contractor or subcontractor is in non-compliance within two years from the initial non-compliance, the contractor's

compensation will be reduced by a minimum of $50,000 for each instance of non-compliance. The third instance by the same contractor or subcontractor within a two-year period may result, in addition to the minimum $50,000 reduction in compensation, in removal of the offending contractor or subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default.

In addition, if a contractor is in non-compliance three times within a two-year period, the Department will revoke the contractor's prequalification for a minimum of one year. Subcontractors and suppliers who are in non-compliance three times within a two-year period will be prohibited from participating in Department contracts for a minimum of one year.

Subcontractors who are in non-compliance three times within a two-year period, and who are prequalified with the Department as prime contractors, will also have such prequalifications revoked for a minimum of one year.

After the minimum one-year suspension, contractors, subcontractors, and suppliers may be considered eligible to participate in Department contracts, but only after successful demonstration, to the satisfaction of the Department, that their hiring practices comply with the requirements specified herein. If considered eligible, contractors shall be required to re-apply for prequalification and be accepted prior to bidding on Department contracts. Subcontractors interested in bidding on Department contracts as prime contractors shall also be required to re-apply for prequalification and be accepted prior to bidding. For purposes of considering suspension: (1) non-compliance by a subcontractor does not count as a violation by the contractor, and (2) the Department will count instances of non-compliance on other Department contracts.

The sanctions described herein are the minimum sanctions; in case of major violations the Department reserves the right to impose any sanctions up to and including termination, revocation of prequalification, and prohibition from participation in Department contracts, regardless of the number of instances of non-compliance.

Contractors, subcontractors, and suppliers may appeal the sanctions to the State Engineer. That appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer. The appeal must be received by the State Engineer no later than seven calendar days after the Department's determination. The State Engineer shall promptly consider any appeals and notify the interested party of the State Engineer's findings and decision. The State Engineer's decision shall be considered administratively final.

Any delay resulting from a compliance verification or a sanction under this subsection is a non-excusable delay. The contractor is not entitled to any compensation or extension of time for any delays or additional costs resulting from a compliance verification or a sanction under subsection 107.19.

An example of the minimum sanctions under this subsection is presented in the following table:

Offense by:			**Minimum** Reduction in Compensation
Contractor	Subcontractor A	Subcontractor B	
First			$10,000
	First		$10,000
	Second		$50,000
		First	$10,000
	Third		$50,000 *
* Will, in addition, result in removal of the subcontractor, prohibition from participating in Department contracts, and revocation of any Department prequalifications that the subcontractor may have obtained.			

(108SUBLT, 02/22/16)

SECTION 108 PROSECUTION AND PROGRESS:

108.01 **Subletting of Contract:** the fifth paragraph of the Standard Specifications is revised to read:

The Department may also refuse to approve any entity as a subcontractor or supplier for any of the reasons for which it could refuse to allow an entity to submit a bid, suspend the entity from bidding, or declare the entity non-responsible.

108.01 **Subletting of Contract:** the sixth paragraph of the Standard Specifications is modified to add:

(G) Verification that an alternative dispute resolution process to resolve payment and prompt payment disputes is included in each subcontract. The alternative dispute resolution process shall include a means of prompt escalation beyond the project level and provide the opportunity to hire a mediator.

108.01 **Subletting of Contract:** the seventh paragraph of the Standard Specifications is revised to read:

The Engineer will not consent to subletting of any portion of the contract until:

(a) The Engineer receives a copy of the subcontract or lower tier subcontract, and

(b) The AZUTRACS Registration Number for the subcontractor has been provided.

The contractor's schedule shall allow seven calendar days for the Department's subcontract review of each subcontract.

The Engineer's consent shall in no way be construed to be an endorsement of the subcontractor or its ability to complete the work in a satisfactory manner.

If a subcontractor, of any tier, begins work on the contract prior to the contractor submitting the required documentation and receiving consent from the Engineer, the Department will withhold $1,000 from monies due or becoming due the contractor as liquidated damages. The liquidated damages will be withheld for each subcontractor, of any tier, that starts work without the consent of the Engineer. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

If a subcontractor, of any tier, is found working on the project without an approved contract the Engineer will immediately stop work on the subcontract. Work shall not resume until all required documentation is submitted and approved by the Engineer. The contractor shall not be entitled to additional compensation or an extension of contract time for any delays to the work because of the contractor's failure to submit the required documentation.

SECTION 108 PROSECUTION AND PROGRESS:

108.02 Start of Work: of the Standard Specifications is revised to read:

Work shall not be started until the contract has been executed by both the contractor and the Department.

The contractor shall begin work no earlier than January 16, 2017. January 16, 2017 shall be considered the starting date for the purpose of charging contract time.

(108PRCN, 05/03/16)

SECTION 108 PROSECUTION AND PROGRESS:

108.03 Preconstruction Conference: the seventh paragraph of the Standard Specifications is revised to read:

The contractor shall submit a traffic control plan in accordance with Subsection 701-1. The contractor shall designate an employee who is competent and experienced in traffic control to implement and monitor the traffic control plan. The qualifications of the designated employee must be satisfactory to the Engineer. Such designated employee shall have successfully completed a recognized traffic control supervisor training program. The traffic control supervisor training provided by the American Traffic Safety Services Association (A.T.S.S.A.) or the International Municipal Signal Association (IMSA) shall be acceptable. Training through other programs must be approved in advance by the Engineer. The contractor shall submit proof that the proposed individual has completed an approved

training program at the preconstruction conference. The training shall be current, and must be valid throughout the duration of the project. In order to remain current with the Department, the traffic control supervisor training shall be completed or renewed every four years.

108.03 **Preconstruction Conference:** the fifth paragraph of the Standard Specifications is hereby deleted.

(108TIME, 10/12/01)

SECTION 108 - PROSECUTION AND PROGRESS:

108.08 **Determination and Extension of Contract Time:** the first paragraph of the Standard Specifications is revised to read:

The time allowed for the completion of the work included in the contract will be 140 working days, and will be known as the "Contract Time."

(108FCWT, 7/01/14)

SECTION 108 - PROSECUTION AND PROGRESS:

108.09 **Failure to Complete the Work on Time:** the Schedule of Liquidated Damages table of the Standard Specifications is revised to read:

SCHEDULE OF LIQUIDATED DAMAGES			
Original Contract Amount		Liquidated Damages Per Day	
From More Than:	To and Including:	Calendar Day or Fixed Date:	Working Day:
$ 0	$ 100,000	$ 430	$ 600
100,000	500,000	640	900
500,000	1,000,000	1,000	1,400
1,000,000	2,000,000	1,290	1,800
2,000,000	5,000,000	1,860	2,600
5,000,000	10,000,000	2,710	3,800
10,000,000	20,000,000	2,790	3,900
20,000,000	30,000,000	3,570	5,000
30,000,000	60,000,000	5,500	7,700
60,000,000	90,000,000	9,430	13,200
90,000,000	-------	9,430	13,200

(109FORCE, 02/20/08)

SECTION 109 - MEASUREMENT AND PAYMENT:

109.04(D)(3)(a) Rental Rates (Without Operators): of the Standard Specifications is modified to add:

The Rental Rate Blue Book adjustment factor (F) will be 0.933.

(109RET, 06/09/16)

SECTION 109 MEASUREMENT AND PAYMENT:

109.06(A) Partial Payments: the first paragraph of the Standard Specifications is revised to read:

If satisfactory progress is being made, the contractor will receive a payment each month based on the amount of work completed during the preceding month. The Department will prepare a draft monthly estimate for review by the contractor. The contractor shall work with the Engineer to finalize the monthly estimate. When the Engineer and the contractor have reached agreement, the final monthly estimate will be prepared and signed by the contractor and the Engineer. The contractor's signature constitutes a certification that the work was satisfactorily performed, meets the specifications, and the quantities reported are accurate regardless of whether the work was performed by the contractor or a subcontractor. The Engineer will submit signed monthly estimate for payment.

Except as herein provided, the Department will not retain monies from the monthly payments.

109.06(B) Subcontractor Payments: of the Standard Specifications is revised to read:

(1) Retention:

If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract.

(2) No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

(3) Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-6924, the parties may not agree otherwise.

(4) Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-6924, the parties may not agree otherwise.

(5) Payment Reporting and Sanctions:

For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.
The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the Department's web-based DBE system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the ADOT DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the ADOT DBE System.

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(6) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

(7) Disputes:

If there is a discrepancy between what is reported by the contractor in the ADOT DBE System and what the subcontractor indicates an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the Department’s DBE System. It is the contractor’s responsibility to ensure that the email address in the DBE System is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The Engineer will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Subsection 108.01, to resolve payment disputes**.**

(8) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the Department deems appropriate, which may include but are not limited to:

(a) Liquidated Damages**:** These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.

(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.

(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

(b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the requirements of paragraph (a) above,

(ii) Terminate the contract for default in accordance with Subsection 108.10, and/or

(iii) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations.

In determining whether liquidated damages will be assessed, the extent of the liquidated damages, or additional remedies assessed, the State Construction and Materials Engineer will consider whether there have been other violations on this or other contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the State Construction and Materials Engineer, escalate the decision to the State Engineer. If the contractor does not escalate the decision of the State Construction and Materials Engineer, in writing to the State Engineer, within 15 calendar days of receipt of the decision, the contractor will be deemed to have accepted the decision and there will be no further remedy for the contractor. If the contractor escalates the decision to the State Engineer, and the contractor does not agree with the State Engineer's decision, the contractor may initiate litigation, arbitration or mediation pursuant to Subsection 105.21(D) and (E) of the Standard Specifications.

109.06(C) **Payroll Submittals:** of the Standard Specifications is revised to read:

The contractor shall submit payrolls electronically through the internet to the Department's web-based certified payroll tracking system. This requirement shall also apply to every lower-tier subcontractor that is required to provide certified payroll reports.

If, by the 15th of the month, the contractor has not submitted its payrolls for all work performed during the preceding month, the Engineer will provide written notification of the discrepancies to the contractor. For each payroll document that the contractor fails to submit within 10 days after the written notification, the Department will retain $2,500.00 from the progress payment for the current month. The contractor shall submit each complete and correct payroll within 90 days of the date of written notification. If the payroll is complete and correct within the 90-day time frame, the Department will release the $2,500.00 on the next monthly estimate. For each payroll that is not acceptable until after the 90-day time frame, the Department will only release $2,000.00 of the $2,500.00 retained. The Department will retain $500.00 as liquidated damages. Such $500.00 retentions will not relieve the contractor of its responsibility to provide each required payroll, complete and correct, as specified above. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

109.07 **Partial Payment for Material on Hand:** the fifth paragraph of the Standard Specifications is hereby deleted.

(109LSUM, 10/28/08)

SECTION 109 - MEASUREMENT AND PAYMENT:

109.10(A) **General:** of the Standard Specifications is modified to add:

The Department will compensate the contractor for construction of the following structure or groups of structures on the basis of a lump sum amount:

(A) PRECAST BRIDGE (ARCH STRUCTURE), STR. # 11427

109.10(D) **Payment:** the last paragraph of the Standard Specifications is revised to read:

Payments made for structural concrete will be adjusted, in accordance with the provisions of Subsection 1006-7.06(B), for material which fails to meet the required 28-day compressive strength when sampled in accordance with the requirements of Subsection 1006-7.

(109FUEL, 02/10/12)

SECTION 109 - MEASUREMENT AND PAYMENT: of the Standard Specifications is modified to add:

109.12 Fuel Cost Adjustment:

(A) General:

The Department will adjust monthly progress payments up or down as appropriate for cost fluctuations in diesel fuel as determined in accordance with these special provisions.

A fuel cost adjustment will be made when fluctuations in the price of diesel fuel, in excess of 15 percent, occur throughout this contract. The Department will not provide such adjustments for fluctuations in the price of diesel fuel of 15 percent or less.

No adjustments will be made for fluctuations in the price of fuels other than diesel.

(B) Measurement:

The base index price of fuel will be determined by the Department from the selling prices of diesel fuel published by OPIS (Oil Price Information Service). The base index price to be used will be the price for Diesel fuel No. 2, Ultra Low Sulfur, PAD 5, City of Phoenix Rack. The reported average value for the Phoenix area will be used.

The base index price for each month will be the arithmetic average of the selling price for diesel fuel, as specified above, shown in the last four reports received prior to the last Wednesday of the month.

This price will be effective as of the last Wednesday of each month, and will be posted on the Department's website, at http://www.azdot.gov/Highways/cns/bitmat.asp, on or shortly after the last Wednesday of the month.

This price may also be obtained from Contracts and Specifications Services at (602) 712-7221.

This price will be deemed to be the "initial cost" (IC) for diesel fuel on projects for which bids are opened during the following month.

The current index price for diesel fuel in subsequent months will be the base index price, determined as specified above, for the current month. For example; an adjustment for diesel fuel used in May, if applicable, will be based on the "current price" (CP) for May as posted on the last Wednesday of May. The amount of adjustment per gallon will be the net difference between the "initial cost," adjusted by 15 percent, and the current index price. The monthly adjustment will be determined by the Engineer and included in the payment estimate as a fuel adjustment. For fluctuations in excess of 15 percent, fuel cost

adjustments will only be made for current price index increases greater than 1.15 times the "initial cost" or for decreases less than 0.85 times the "initial cost." No calculation will be made for fluctuations in the current index price of 15 percent or less when compared to the "initial cost."

The number of gallons of diesel fuel used per month will be considered to equal 1.5 percent of the dollar amount of work reported by the contractor for each month. Such dollar amount will not include incentives earned by the contractor for pavement smoothness, thickness, or strength for Portland cement concrete pavements; for pavement smoothness or quality lots for asphaltic concrete pavements; for any other revenue derived from quality incentives; or for revenue accrued in the previous month for bituminous material cost fluctuations or diesel fuel price adjustments.

A monthly adjustment, if applicable, will be made on this quantity, as shown below:

$$S = \frac{0.015(Q)}{IC} \text{ x } (CP - AC)$$

Where; S = Monetary amount of the adjustment (plus or minus) in dollars
Q = Dollar amount of work completed for the month
CP = Current index price in dollars per gallon
AC = Adjusted "initial cost" (1.15 or 0.85 times IC) in dollars per gallon
IC = "Initial cost" as determined above, dollars per gallon

If adjustments are made in the contract quantities, the contractor shall accept any fuel adjustment as full compensation for increases or decreases in the price of fuel regardless of the amounts of overrun or underrun.

The value calculated above (plus or minus) will be adjusted to include sales tax and other taxes as applicable.

No additional compensation will be made for any additional charges, costs, expenses, etc., which the contractor may have incurred since the time of bidding and which may be the result of any fluctuation in the base index price of diesel fuel.

No adjustments will be made for work performed after Substantial Completion, as defined in Subsection 105.19, has been achieved.

(C) Payment:

Price adjustments will be shown on the monthly progress estimate, but will not be included in the total cost of work for determination of progress or for extension of contract time.

(201CLGB, 10/18/10)

SECTION 201 - CLEARING AND GRUBBING:

201-3.02 Removal and Disposal of Materials: the second and third paragraphs of the Standard Specifications are revised to read:

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the contractor shall comply with the requirements of Title 49, Chapter 3, of the Arizona Revised Statutes, and with the Rules and Regulations for Air Pollution Control, Title 18, Chapter 2, Article 6, adopted by the Arizona Department of Environmental Quality pursuant to the authority granted by the Arizona Administrative Code.

Burning will be permitted only after the contractor has obtained a permit from the Arizona Department of Environmental Quality and from any other Federal, State, County or City Agency that may be involved.

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

202-5 Basis of Payment: the first paragraph of the Standard Specifications is revised to read:

Payment for the accepted quantities of removal of structures and obstructions will be made by lump sum or by specific removal items or by a combination of both. Payment for removal of structures and obstructions not listed in the bidding schedule, but necessary to perform the construction operations designated on the project plans or specified in the Special Provisions shall be considered as included in the prices of contract items.

When saw cutting is not included as a contract pay item, full compensation for any saw cutting necessary to perform the construction operations designated on the plans shall be considered as included in the price of contract items.

(203QCEW, 07/15/05)

SECTION 203 EARTHWORK: of the Standard Specifications is modified to add:

203-2.02 Contractor Quality Control:

The contractor shall perform the quality control measures described in Subsection 106.04(C). At the weekly meeting, the contractor shall be prepared to explain and discuss how the following processes will be employed:

(a) Backfill production, including crusher methods, pit extraction, and washing.

(b) Stockpile management, including stacking methods, separation techniques, stockpile pad thickness, and segregation prevention.

(c) Transporting and placing, including transport technique, lift thickness, processing and mixing technique, and compaction methods.

(d) Excavation and transporting, including method of excavation and transporting methods.

(e) Embankment, including method of mixing, compaction methods, unsuitable material control, waste site, and lift thickness.

The contractor shall obtain samples and perform the tests specified in the following table:

CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS			
TYPE OF TEST	TEST METHOD	SAMPLING POINT	MINIMUM TESTING FREQUENCY
Structural Backfill			
Gradation	ARIZ 201	Stockpile	1 per 500 CY per Source
PI	AASHTO T 89 AASHTO T 90		
Proctor Density	ARIZ 225 **ARIZ 226** **ARIZ 245**	Stockpile	1 per Source and as needed
Field Density	ARIZ 227 ARIZ 230 **ARIZ 232** ARIZ 235 **ARIZ 246**	In-place	1 per 200 CY, minimum 1 per lift
Subgrade			
Gradation	ARIZ 201	Roadway	1 per Soil Type
PI	AASHTO T 89 AASHTO T 90		
Proctor Density	ARIZ 225 **ARIZ 226** **ARIZ 245**	Roadway	1 per Soil Type
Field Density	ARIZ 227 ARIZ 230 **ARIZ 232** ARIZ 235 **ARIZ 246**	Roadway	1 per 1,000 feet
Natural Ground for Embankment Less than Five Feet			

Proctor Density	ARIZ 225 **ARIZ 226** **ARIZ 245**	In-place	1 per Soil Type
Field Density	ARIZ 227 ARIZ 230 **ARIZ 232** ARIZ 235 **ARIZ 246**	In-place	1 per 1,000 feet
Embankment			
Proctor Density	ARIZ 225 **ARIZ 226** **ARIZ 245**	In-place	1 per Soil Type
Field Density	ARIZ 227 ARIZ 230 **ARIZ 232** ARIZ 235 **ARIZ 246**	In-place	1 per 1,000 feet per lift
Borrow Within Three Feet of Finished Subgrade Elevation			
Gradation	ARIZ 201	In-place	1 per 2,000 CY
PI	AASHTO T 89 AASHTO T 90		

(203ERWK, 03/23/11)

SECTION 203 EARTHWORK:

203-5.03(B)(4) Compaction of Backfill: the first paragraph of the Standard Specifications is revised to read:

Each layer of structure backfill material shall be compacted to at least 100 percent of the maximum density as determined in accordance with the requirements of the applicable test methods of the ADOT Materials Testing Manual, as directed and approved by the Engineer.

203-5.03(C) Geocomposite Wall Drain: the first sentence of the first paragraph of the Standard Specifications is revised to read:

Geocomposite wall drains shall be installed on the soil side of abutment walls, retaining walls, and culvert wing walls. If shown on the plans, geocomposite wall drains shall also be installed on the soil side of culvert sidewalls.

203-9.02 Materials: the last sentence of the Standard Specifications is revised to read:

Borrow placed within three feet of the finished subgrade elevation shall conform to the following requirement:

PC + (2.83 x PI) shall not exceed 87,

where:

PC = Percent of material passing the No. 200 sieve (determined in accordance with Arizona Test Method 201), and

PI = Plasticity Index (determined in accordance with AASHTO T 90).

SECTION 204 RESHAPING AND GRADING EXISTING IMPROVEMENTS:

204-1 Description: of the Standard Specifications is revised to read.

The work under this section shall consist of reconstructing or restoring existing dikes, berms, median slopes, and areas once occupied by paved roadways and detours, including furnishing, placing and compacting embankment material as required, at the locations and in accordance with the details shown on the project plans, and the requirements of these specifications.

204-2 Construction Requirements: of the Standard Specifications is modified to add.

The reconstruction of areas once occupied by existing long standing roadways, the contractor shall make their best effort to regrade and contour the remaining surface to leave a generally smooth appearance conforming to the general shape of the surrounding terrain. All objectionable material, trash, brush, weeds, and stones larger than three inches in diameter shall be removed from the site and disposed of in a manner acceptable to the Engineer.

(209WTR, 03/17/08)

SECTION 209 FURNISH WATER:

209-1 Description: of the Standard Specifications is revised to read:

Except as specified below, the work under this section shall consist of furnishing all water required for construction within the project limits. This work shall include securing and transporting water to the project site. All costs, and all labor, equipment, and materials required to secure, transport, and furnish water to the project limits, including, but not

limited to, hauling, pumping, and piping water to the project site from canals, rivers, lakes and wells, shall be considered as included in the work.

The work under this section shall also include furnishing all water, as specified above, for the control of dust as considered necessary for public safety and convenience of the traveling public, for the reduction of the dust nuisance to adjacent property, for the allaying of dust in non-commercial crusher and pit operations, both onsite and offsite, and on roads used to haul material, and for other purposes as directed by the Engineer.

When included in the contract or approved by the Engineer, this item shall also include furnishing water to the project site for those pre-wetting areas specified in the special provisions, or as approved by the Engineer.
Water used for materials prepared in an onsite mixing or processing plant, such as concrete, lean concrete base, or soil cement, will not be included in this work.

Water used in landscape establishment, as specified in Section 807, will not be included in this work.

209-5 **Basis of Payment:** the seventh and eighth paragraphs of the Standard Specifications are revised to read:

No measurement or payment will be made for water or other suppressants used for prevention of dust from any material sources, pit or crusher operations located outside of the project limits, or for related haul roads, the cost being considered as included in other contract items. However, should the Department require the use of a specific source for the project, water or other dust suppressants used for prevention of dust at the source and related haul road will be measured and paid for as specified herein.

Except for sources required by the Department, no measurement or payment will be made for water used for pre-wetting off the project site.

(303SALV, 9/07/11)

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

303-2 **Materials:** of the Standard Specifications is modified to add:

Aggregate subbase and aggregate base material may be comprised in part of salvaged asphaltic concrete or Portland cement concrete materials.

The source of all salvaged materials shall be approved by the Engineer prior to use. Salvaged asphaltic concrete and Portland cement concrete materials shall not contain hazardous materials. All metal reinforcement materials shall be removed from salvaged Portland cement concrete prior to its use in aggregate subbase and aggregate base material.

Salvaged asphaltic concrete to be used in aggregate subbase and aggregate base material shall be produced by milling, pulverizing, or crushing. Salvaged Portland cement concrete materials shall be produced by crushing.

The contractor shall submit the percentages of salvaged materials and virgin aggregate materials which are intended to be used to the Engineer for approval. The percentages shall not be adjusted after approval, except to maintain a consistent gradation. Any significant change in the proportions must be approved by the Engineer prior to use.

A maximum of 50 percent salvaged material, by weight or volume, will be allowed. The 50 percent maximum shall include all salvaged materials, including any underlying base material recovered when full depth milling or pulverizing is used to remove the asphaltic concrete. Changes in proportions that result in more than 50 percent salvaged material will not be allowed.

Aggregate subbase and aggregate base material containing salvaged materials shall be thoroughly mixed using one of the following methods:

(1) By means of a mechanical mixing device prior to placement.

The mechanical mixing device shall be a pugmill type mixer consisting of at least two motorized shafts with mixing paddles. The mixing device shall be designed such that the mixture of virgin aggregate and salvaged materials is moved in a near horizontal direction by the mixing paddles without the aid of conveyor belts for a distance of at least three feet. The rate of feed of the combined virgin aggregate and salvaged material shall not exceed the mixing device's rated capacity in tons per hour.

(2) By means of mechanical mixing on grade.

Mixing on grade shall be accomplished using a full depth reclamation machine or pulverizer, manufactured for this purpose. The machine shall be equipped with a laser or wire grade control to ensure that underlying materials are not disturbed during mixing. Motor graders, gannon boxes, auger scrapers, or other similar devices will not be allowed for mechanical mixing on grade.

The total thickness of subbase or base material being placed shall include a layer of virgin aggregate immediately above the prepared underlying subgrade, subbase, or base. This layer shall not contain any salvaged material and shall not be disturbed during placement and mixing of subsequent subbase or base material. The required minimum thickness of this layer shall be one inch when geotextile or geogrid is not used and four inches when geotextile or geogrid is used. In addition, this virgin aggregate layer will not be included when the percentage of salvaged material allowable in the subbase or base is calculated. The percentage of salvaged material shall only apply to the weight or volume of subbase or base material placed above the layer of virgin aggregate specified herein.

Prior to mixing on grade, the required amount of virgin aggregate and salvaged material necessary to achieve the approved percentages of each shall be placed and uniformly

spread on grade; the virgin aggregate being placed and spread first, followed by the salvaged material being placed and spread. Mechanical mixing of the virgin aggregate and salvaged material shall be performed such that the required minimum thickness of virgin aggregate is maintained as specified herein.

The method of mixing to be used shall be approved by the Engineer prior to the start of work.

When mixing of the virgin aggregate and salvaged materials is performed by means of a mechanical mixing device prior to placement, samples of the virgin aggregate shall be obtained from a stockpile or belt prior to blending with any salvaged materials. After blending and transport to the roadway area, samples of the blended virgin aggregate and salvaged materials shall be obtained from the windrow.
When mixing of the virgin aggregate and salvaged materials is performed by means of mechanical mixing on grade, samples of the virgin aggregate shall be obtained from the windrow prior to blending with any salvaged materials. After blending the virgin aggregate and salvaged materials, the contractor shall prepare a windrow area, at a location specified by the Engineer, for the purpose of obtaining samples of the blended material.

Virgin aggregate shall conform to the gradation, plasticity index, fractured coarse aggregate particles, and abrasion requirements for the class of aggregate specified.

Aggregate subbase and aggregate base material composed of virgin aggregate and salvaged materials shall conform to the gradation requirements for the class of aggregate specified. In addition, aggregate subbase and aggregate base material composed of virgin aggregate and salvaged Portland cement concrete shall conform to the plasticity index requirements for the class of aggregate specified.
If salvaged asphaltic concrete material contains underlying base material, the plasticity index of the salvaged material (including the underlying base material) shall conform to the requirements for the class of aggregate specified.

When determining gradation of aggregate subbase or aggregate base material composed of virgin aggregate and salvaged asphaltic concrete materials, drying to a constant weight shall be performed at a temperature of 140 $\pm$ five degrees F.

If suitable in-place aggregate subbase or aggregate base materials are available, the contractor shall have the option of re-using such materials as virgin aggregate. Should this option be selected, all existing pavement surface materials shall be removed first. The in-place aggregate subbase or aggregate base material shall then be processed and formed into a windrow for acceptance testing prior to use. When tested, the re-used aggregate subbase or aggregate base material shall conform to the gradation, plasticity index, fractured coarse aggregate particles, and abrasion requirements for the class of aggregate specified. Salvaged materials shall be blended with the accepted, re-used aggregate subbase or aggregate base materials by means of either a mechanical mixing device prior to placement, or by mechanical mixing on grade, both as specified above. The blended material shall be sampled and tested as specified above.

303-3.02 Compaction: of the Standard Specifications is modified to add:

Each layer of aggregate subbase and aggregate base material consisting in part of salvaged asphaltic concrete or Portland cement concrete material shall be compacted to at least 100 percent of the maximum density determined in accordance with the requirements of the applicable test methods of the ADOT Materials Testing Manual, as directed and approved by the Engineer. Arizona Test Method 235, "Field Density and Moisture Content of Soil and Soil-Aggregate Mixtures by the Nuclear Method", shall not be used to determine the field density or moisture content of aggregate subbase and aggregate base material containing salvaged asphaltic concrete.

When determining maximum density and optimum moisture content for aggregate subbase and aggregate base material composed of virgin aggregate and salvaged asphaltic concrete materials, drying to a constant weight shall be performed at a temperature of 140 $\pm$ five degrees F.

(303QCAB, 07/15/05)

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES: of the Standard Specifications is modified to add:

303-3.04 Contractor Quality Control:

The contractor shall perform the quality control measures described in Subsection 106.04(C). At the weekly meeting, the contractor shall be prepared to explain and discuss how the following processes will be employed:

(a) Aggregate production, including crusher methods, pit extraction, and washing.

(b) Stockpile management, including stacking methods, separation technique, stockpile pad thickness, and segregation prevention.

(c) Transporting and placing, including transport technique, lift thickness, processing and mixing technique, and compaction methods.

The contractor shall obtain samples and perform the tests specified in the following table:

CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS			
TYPE OF TEST	TEST METHOD	SAMPLING POINT	MINIMUM TESTING FREQUENCY
Aggregate Base Class 1, 2, or 3			
Fractured Coarse Aggregate Particles	ARIZ 212	Crusher belt or Stockpile	1 per 1,200 CY
Gradation	ARIZ 201	Crusher belt or Stockpile	1 per 600 CY
PI	AASHTO T 89 AASHTO T 90		
Proctor Density	ARIZ 225 ARIZ 226 ARIZ 245	Crusher belt or Stockpile	1 per Source and as needed
Field Density	ARIZ 227 ARIZ 230 ARIZ 232 ARIZ 235 ARIZ 246	Roadway	1 per 600 CY
Aggregate Subbase Class 4, 5, or 6			
Fractured Coarse Aggregate Particles (Class 4)	ARIZ 212	Crusher Belt or Stockpile	1 per 1,200 CY
Gradation	ARIZ 201	Crusher Belt or Stockpile	1 per 600 CY
PI	AASHTO T89 AASHTO T90		
Proctor Density	ARIZ 225 ARIZ 226 ARIZ 245	Crusher belt or Stockpile	1 per Source and as needed
Field Density	ARIZ 227 ARIZ 230 ARIZ 232 ARIZ 235 ARIZ 246	Roadway	1 per 600 CY

(403ACHP, 5/07/13)

SECTION 403 ASPHALTIC CONCRETE HOT PLANT REQUIREMENTS:

403-2 **Requirements:** the third paragraph of the Standard Specifications is revised to read:

The mineral admixture shall be added and thoroughly mixed with the mineral aggregate by means of a mechanical mixing device prior to the mineral aggregate and mineral admixture entering the dryer. For all asphaltic concrete mixes except ACFC (Specification Sections 407 and 411) and AR-ACFC (Specification Section 414), the moisture content of the combined mineral aggregate shall be a minimum of three percent by weight of the aggregate during the mixing process. For ACFC and AR-ACFC mixes, the mineral aggregate shall be wet with free moisture on the surface of the aggregate just prior to the mixing process. To ensure that adequate mixing water is available on the surface of the aggregate, the Engineer may require that the mineral aggregate for ACFC and AR-ACFC mixes have a moisture content of up to 1-1/2 percent above the combined water absorption.

403-2 **Requirements:** the twelfth paragraph of the Standard Specifications is revised to read:

The contractor shall provide daily documentation of the weight and proportion of each individual component (mineral aggregate, mineral admixture, and bituminous material) incorporated into the mix. In addition, when reclaimed asphaltic pavement (RAP) is used, the contractor shall provide daily documentation of the weight, determined by a belt scale, and proportion of material from each individual RAP stockpile incorporated into the mix. The percent moisture content of the RAP material from each stockpile shall also be determined and provided daily by the contractor.

When Warm Mix Asphalt (WMA) technologies are used, the contractor shall provide the percent of water (for WMA water foaming processes) and/or the percent of WMA additive incorporated in the mix. The percent of each WMA technology shall be reported either by weight of total mix or by weight of total binder.

When incorporating WMA technologies, the hot plant shall be modified as required by the WMA technology manufacturer to introduce the WMA technology. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, adjusting the plant burner and/or the mixing drum flights in order to operate at lower production temperatures, and/or reducing the production rate of WMA.

SECTION 404 BITUMINOUS TREATMENTS:

404-2.02(A) General: the first paragraph of the Standard Specifications is revised to read:

The contractor shall provide a source of aggregate material in accordance with the requirements of Section 1001.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.
The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of Bituminous Material	**Approximate Tack Coat Application Rates: Gallons / Square Yard**		**Payment Factor**
	Prior to Placing ACFC or AR-ACFC	**All Other Tack Coats**	
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-3.13 Fog Coat: of the Standard Specifications is revised to read:

The type of bituminous material shall be SS-1. The material shall be diluted with one part water to one part bituminous material. The bituminous material shall be applied at the approximate rate of 0.08 gallons per square yard.

Blotter material shall be applied to the treated surface in one or more applications for a total application of approximately 2 pounds per square yard at a time specified by the Engineer and before opening to traffic.

404-5 Basis of Payment: the last sentence of the first paragraph of the Standard Specifications is revised to read:

Adjustments will be made in accordance with Section 1005.

(404BIMAT, 01/26/16)

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

A cost for bituminous material will be determined monthly by the Department based on the selling prices of asphalt cement published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The cost will be the arithmetic average of the high and low selling

prices for asphalt cement shown in the previous four reports for the Arizona/Utah and Southern California regions.

This cost will be deemed the “initial cost” (IC) for bituminous material for projects on which bids are opened during the following month. This cost will also be deemed the "current price" (CP) for bituminous material for the following month for projects in construction.

This value will be effective as of the last Wednesday of each month, and will be posted on the ADOT Contracts and Specifications Section website, on or shortly after the last Wednesday of month.

For each item of bituminous material for which there is a specific pay item, and for the bituminous material used in Asphaltic Concrete (Miscellaneous Structural), an adjustment will be made as follows for each month that a quantity of bituminous material was used on the project.

The “initial cost” (IC) for the month in which the project was bid will be compared with the “current price” (CP) as specified above for the appropriate current month. The “current price” (CP) will be as posted on the Department’s website on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example; bituminous material used in May will be adjusted, as specified herein, based on the “current price” (CP) for May as posted on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material will be based on contractor-furnished invoices, except as modified below.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of Bituminous Material (Asphalt-Rubber) to which the adjustment will be applicable will be 0.80 multiplied times the total quantity of the item used. The adjustment will not apply to the 20 percent of the material which constitutes the crumb rubber additive.

The tons of bituminous material incorporated in Asphaltic Concrete (Miscellaneous Structural) or Asphaltic Concrete (Miscellaneous Structural-Special Mix) to which an adjustment will be applicable shall be as follows:

(1) For mixes without reclaimed asphalt pavement (RAP), the adjustment will be equal to five percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.

(2) For mixes with reclaimed asphalt pavement (RAP), the adjustment will be equal to four percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.

(3) If the quantity of asphaltic concrete is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of bituminous material eligible for the adjustment is determined.

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace, or other approved methods to which the adjustment will be applicable, are the tons which have been incorporated into the mixture.

When reclaimed asphalt pavement (RAP) is used in asphaltic concrete, only the virgin asphalt cement will be subject to a bituminous material price adjustment. RAP binder is not subject to a price adjustment.

No additional compensation will be made for any additional or increased charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bidding and which may be the result of any increase in the "initial cost" of bituminous material.

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of Subsection 108.08, will be on the basis of the price of bituminous material shown on the Department’s website and applicable for the date of the expiration of the specified completion time as hereinbefore specified.

(409ACMS, 01/26/16)

SECTION 409 ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL):

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, reclaimed asphalt pavement (RAP) if used, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the details shown on the project plans and the requirements of the specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

409-2 **Materials:** of the Standard Specifications is modified to add:

The bidding schedule quantity of asphaltic concrete is based on an estimated unit weight of 147 pounds per cubic foot.

409-2.01 **Mineral Aggregate:** "Carbonates" and "Note (1)" are added to the table following the first paragraph of the Standard Specifications:

Mineral Aggregate Characteristics	Test Method	Requirement
Carbonates (1)	Arizona Test Method 238	Maximum 20%

(1): Testing for carbonates only applies if either of the following conditions exist:

(a) The asphaltic concrete is the designed final pavement surface normally used by traffic.

(b) The asphaltic concrete, temporary or otherwise, will be subject to traffic for more than 60 days.

409-2.01 **Mineral Aggregate:** the table following the second paragraph of the Standard Specifications is revised to read:

Mix Design Grading Limits						
Sieve Size	Percent Passing					
	Lift Thickness Less Than 1½ Inches		Lift Thickness 1½ to 2 Inches		Lift Thickness Greater Than 2 Inches	
	Without Admixture	With Admixture	Without Admixture	With Admixture	Without Admixture	With Admixture
1 Inch					100	100
3/4 Inch			100	100	90 – 100	90 – 100
1/2 Inch	100	100	90 – 100	90 – 100	---	---
3/8 Inch	90 – 100	90 – 100	70 – 85	70 – 85	70 – 85	70 – 85
No. 8	41 – 55	42 – 56	41 – 51	42 – 52	41 – 51	42 – 52
No. 40	9 – 19	10 – 20	---	---	---	---
No. 200	2.0 – 5.0	3.0 – 6.5	2.0 – 5.0	3.0 – 6.5	2.0 – 5.0	3.0 – 6.5

409-2.02 **Bituminous Material:** the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be PG 64-22.

409-2.03 **Mineral Admixture:** the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with ADOT Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 **Mix Design:** the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. Reclaimed asphalt pavement (RAP) may be used in the mixture if properly designed per Arizona Test Method 833; however, RAP will not be allowed in the mixture when asphalt cement type PG 76-22 TR+ or PG 70-22 TR+ is specified in Subsection 409-2.02. Limits for the usage of RAP shall be per ADOT Materials Policy and Procedure Directive No. 20, “Guidance on the Use of Reclaimed Asphalt Pavement (RAP) in Asphaltic Concrete”. The mix design engineer shall meet the requirements given in ADOT Materials Policy and Procedure Directive No. 4, “Asphaltic Concrete Mix Design Proposals and Submittals”. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of ADOT Materials Policy and Procedure Directive No. 19, “ADOT System for the Evaluation of Testing Laboratories”.

If approved by the Engineer, as an alternative to meeting the mix design requirements specified herein, a 1/2 inch or 3/4 inch mix design meeting the requirements of either Section 416 or Section 417 of the specifications may be substituted for use. The type of asphalt binder used in the alternative mix design must be the same as that specified in Subsection 409-2.02. The alternative mix design may include reclaimed asphalt pavement (RAP) if properly designed per Arizona Test Method 833. The lift thickness for the alternative mix design shall conform to the following table.

Alternative Mix Design	Minimum Lift Thickness
Section 416 (1/2 inch mix)	1-1/2 inches
Section 416 (3/4 inch mix)	2 inches
Section 417 (1/2 inch mix)	2 inches
Section 417 (3/4 inch mix)	2-1/2 inches

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate, and RAP material if applicable, have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate, and RAP material if applicable, proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 **Mix Design:** the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	(See Note)
2. Effective Voids: %, Range	5.3 – 5.7	(See Note)
3. Absorbed Asphalt: %, Range	0 – 1.0	(See Note)
Note: For mixes without RAP, Arizona Test Method 815. For mixes with RAP, Arizona Test Method 833.		

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 **Sampling and Testing:** of the Standard Specifications is revised to read:

Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The contractor shall perform sufficient testing to assure that mineral aggregate and asphaltic concrete are produced which meet all specified requirements. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 **General:** the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.
Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 **General:** the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-5.02 **Reduction for Noncompliance:** of the Standard Specifications is revised to read:

A reduction in payment to the contractor for asphaltic concrete will be made for quantities of asphalt cement (bituminous material) that do not meet the requirements of Section 1005 as determined by corresponding test results. Adjustments in payment will be made in accordance with the requirements of Table 1005-1 and the following formula:

$$R = (100 - P) \ x \left[\frac{(CP) \ x \ T}{100} \right]$$

Where:

R = Amount of Reduction in Payment (dollars)
T = Quantity of asphalt cement in failure (tons, rounded to nearest tenth)

P = Percent of Contract Unit Price allowed (Table 1005-1)
CP = Current Price for asphalt cement (bituminous material), as determined by the Department, for the month in which a deficiency was noted. This value will be posted on the ADOT Contracts and Specifications Section website, on or shortly after the last Wednesday of each month.

(501PIPE, 05/03/16)

SECTION 501 PIPE CULVERT AND STORM DRAINS:

501-1 **Description:** the first paragraph of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing pipe and all other materials required and the installing of pipe, including excavating, and furnishing, placing and compacting backfill material, all in accordance with the details shown on the plans and the requirements of the specifications.

501-1 **Description:** the last sentence of the third paragraph of the Standard Specifications is revised to read:

Special sections, fittings, elbows, branch connections, tapered inlets, end sections, connectors, coupling, and other such items shall be of the same material and coating as the pipe to which they are attached unless otherwise stated in the specifications.

501-3.03(A) **General:** the second paragraph of the Standard Specifications is revised to read:

If the Engineer determines that the end of an existing pipe is damaged to the extent that it cannot be repaired sufficiently to be joined properly to the new pipe, the damaged portion shall be removed.

Pipe shall be installed in reasonably close conformity with the lines, grades and dimensions shown on the project plans or specified by the Engineer.

501-3.03(B)(1) **General:** the seventh paragraph of the Standard Specifications is hereby deleted:

501-3.03(C) **Slotted Pipe:** the third paragraph of the Standard Specifications is revised to read:

Slotted pipe shall be backfilled with grout in accordance with the details shown on the project plans. The grout shall conform to the requirements of Subsection 1010-3. Grout shall not be placed when a descending air temperature falls below 40 degrees F or until an ascending air temperature exceeds 35 degrees F. Temperatures shall be taken in the

shade and away from artificial heat. The grout shall be cured in accordance with the requirements of Subsection 912-3.09.

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe: the title and text of the Standard Specifications are revised to read:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe, Steel Reinforced High Density Thermoplastic Ribbed Pipe, and Corrugated Polypropylene Plastic Pipe:

Corrugated high density polyethylene plastic pipe, steel reinforced high density thermoplastic ribbed pipe, and corrugated polypropylene plastic pipe shall be assembled and installed in accordance with the manufacturer's instructions.

Watertight joints, unless otherwise specified, will not be required for storm drains, culverts, or other drainage pipes. However, joints for these pipes shall be water resistant. Watertight joints shall be provided for siphon and irrigation pipe installations.

Watertight and water resistant joints shall conform to the requirements of Subsection 1010-8.

Tracer wire for magnetic detection shall be placed in accordance with the requirements of Subsection 104.15.

To prevent damage and to assure that proper line and pipe grade are maintained throughout the backfilling operation, special care shall be taken in the handling and installation of corrugated high density polyethylene plastic pipe and fittings, steel reinforced high density thermoplastic ribbed pipe and fittings, and corrugated polypropylene plastic pipe and fittings.

When end sections for the above listed pipes are called for on the plans, the contractor shall use metal safety end sections unless otherwise specified.

(501QCDRN, 07/15/05)

SECTION 501 PIPE CULVERT AND STORM DRAINS:

501-3 Construction Requirements: of the Standard Specifications is modified to add:

501-3.01(A) Contractor Quality Control:

The contractor shall perform the quality control measures described in Subsection 106.04(C). At the weekly meeting, the contractor shall be prepared to explain and discuss how the following processes will be employed:

(a) Bedding and backfill production, including crusher methods, pit extraction, and washing.

(b) Stockpile management, including stacking methods, separation techniques, stockpile pad thickness, and segregation prevention.

(c) Transporting and placing, including transport technique, lift thickness, processing and mixing technique, and compaction methods.

The contractor shall obtain samples and perform the tests specified in the following table:

CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS			
TYPE OF TEST	TEST METHOD	SAMPLING POINT	MINIMUM TESTING FREQUENCY
Backfill Material			
Gradation	ARIZ 201	**Stockpile**	1 per 500 CY per Source
PI	AASHTO T 89 AASHTO T 90		
Proctor Density	ARIZ 225 ~~**ARIZ 226**~~ **ARIZ 245**	Stockpile	1 per Source and as needed
Field Density	ARIZ 227 ARIZ 230 **ARIZ 232** ARIZ 235 **ARIZ 246**	In-place	1 per 200 CY, minimum 1 per lift
Bedding Material			
Gradation	ARIZ 201	**Stockpile**	1 per 300 CY per Source
PI	AASHTO T 89 AASHTO T 90		

Proctor Density	ARIZ 225 ~~**ARIZ 226**~~ **ARIZ 245**	Stockpile	1 per Source and as needed
Field Density	ARIZ 227 ARIZ 230 **ARIZ 232** ARIZ 235 **ARIZ 246**	In-place	1 per 50 CY

(601PRCST, 03/31/05)

SECTION 601 - CONCRETE STRUCTURES:

601-1 Description: of the Standard Specifications is modified to add:

Pre-cast minor structures shown on the Department's Approved Products List (APL) may be used as alternatives to cast-in-place minor structures. The current list of such pre-cast structures is available on the internet from the Arizona Transportation Research Center (ATRC), through its PRIDE program.

The "H" dimension for catch basins shall be determined in the field prior to casting. The contractor is advised to acquaint itself with conditions peculiar to the project, which might limit the use of precast items.

The use of precast cattle guards for either H-10 or H-20 loading shall be limited to roadway locations with maximum longitudinal grades of six percent.

Pre-cast minor structures not appearing on the APL may be considered for use in accordance with the requirements of Subsection 106.14.

6012020 - PRECAST BRIDGE (ARCH STRUCTURES) (6-28'X5'X65.5'):

1.0 Description:

The work under this item shall consist of furnishing, constructing and installing precast arch structures, precast headwalls, and precast wingwalls to the size and dimensions as shown on the plans. The work includes cast-in-place foundations, drainage excavation above and beyond pay limits shown on structural excavation Detail J, placement of bedding material, furnishing, placing, and compacting backfill material above and beyond pay limits shown on structural backfill on Detail J, all in accordance with the details shown on the plans and the requirements of these specifications and the manufacturer.

The List below, in no particular order, are three precast arch culvert manufacturers that

provide/supply product that meet project requirements and are available to the contractor; however, this list should not be considered complete. Other precast arch culvert manufacturers may be available to the contractor as well as other construction alternatives that can be presented to the Engineer for review and consideration as an approved equal.

CONTECH Engineered Solutions LLC
12550 West Butler Drive
El Mirage, Arizona 85335
Attn: John Bacigalupi
Off: 623-935-6000
Mob: 602-377-5347
jbacigalupi@conteches.com

SFC BRIDGE SYSTEMS
P.O. Box 15580
Fort Worth, Texas 76119
Attn: Jeff Harwell
214-717-1773
jharwell@sfcbridge.com

ECOSPAN ARCH SYSTEMS
17 Atlantic Ave.
Hancock, Minnesota 56244 (Corporate)
Attn: Jeff Von Handorf (Preteck Group)
Off: 800-241-0925
Desk: 937-771-1048
Mob: 937-623-0733
jvonhandorf@preteckgroup.com

2.0 Materials:

Precast Arch Structure:

Precast reinforced concrete three-sided structures shall be multiple single piece precast three-sided sections designed in accordance with Section 12.14 of the AASHTO LRFD Bridge Design Specifications and manufactured in accordance with ASTM C 1504: Standard Specification for Manufacture of Precast Reinforced Concrete Three-Sided Structures for Culverts and Storm Drains. Concrete shall be class ‘S’ with a compressive strength of f'c = as required the by fabricator but not less than, 4,500 psi. Reinforcing steel shall conform to Section 1003 of the Specifications.

Leveling Pads / Shims:

The precast arch units and wingwalls shall be set on leveling pads / shims per the manufacture's requirements.

Cast-in-Place Footings/Foundations:

The cast-in-place concrete footing shall be class ‘S’ and shall have a minimum compressive strength f'c = 3,000 psi or as required by the manufacturer. Reinforcing steel shall conform to Section 1003 of the Specifications.

Jointing Materials:

All joints between precast arch units shall be water tight. The butt joint made by two adjoining precast arch units shall be sealed and wrapped per the manufacturer's requirements. The sealant material shall be a long lasting silicone, mastic, asphalt, tar or other material that is acceptable to the manufacturer and approved by the Engineer. Long lasting joint materials shall have material life greater than 50 years. The contractor shall submit all joint sealer specifications to the Engineer for approval prior to construction. The wrap shall meet ASTM C 877. In addition, the joints between the end culvert unit and the precast headwall shall also be sealed per the manufacture's requirements. Also, if lift holes are formed in the culvert units, they shall be primed and covered with joint wrap meeting ASTM C 877.

3.0 Construction Requirements:

Precast Arch Structure:

Placement of the precast arch units shall be in accordance with the manufacturer's installation requirements. The contractor shall arrange a preconstruction meeting with the manufacturer and the installation crew. The manufacturer shall provide a field consultant at the job site for the construction of the foundation and keyway, the installation of the precast arch units, and backfilling the bridge.

Precast arch structures are designated by the span (clear distance between the arch walls) and the rise (from the top of footing to the soffit). The earth cover shall be considered by the manufacturer in the structural design of the precast arch units.

Cast-in-Place Footings/Foundations:

The precast arch units, headwalls, and wingwalls shall be installed on cast-in-place concrete footings. The cast-in-place footings shall be designed by the manufacturer and shop drawings shall be submitted to the Engineer for approval. Refer to the project Geotechnical Report for allowable bearing pressure. Special consideration shall be given to the design of the cast-in-place foundations and their relationship to the scour depth. The scour depth, as shown on the plans, represents the depth of scour calculated based on assumed footing widths along the base of the concrete arch structures, resulting in an unobstructed scour width. If this unobstructed scour width is narrowed or widened, the associated scour depth will change. The contractor shall verify the scour depth associated with the manufacturer's foundation design and provide documentation that the proposed footing design is adequately deep enough to account for the scour depth associated with the

contractor's proposed pier size prior to construction operations.

The elevation of the footings shall be as shown on the project plans. A keyway shall be formed in the top surface of the culvert footing as specified by the manufacturer.

Prior to installation of the arch structures, the contractor shall verify that the minimum compressive strength of the footings has been reached.

Structural concrete and reinforcing steel for the cast-in-place work shall conform to Section 601, Section 1006 and Section 1003 of the Specifications, respectively.

Grouting:

Grouting of the keyway shall be per manufacture's requirements. The compressive strength of the cement grout and temperature requirements shall be as specified by the manufacturer.

The lifting and erection anchor recesses shall also be filled with grout per the manufacture's requirements.

Damp Proofing:

Apply damp proofing the full length of the precast arch structure.

Joints and Connections:

The precast arch units shall be placed as shown on the project plans (or approved shop drawings) and per the manufacturer's requirements. Special care shall be taken in setting the precast arch units to the true line and grade. The maximum joint width between adjacent precast arch units shall be within the manufacturer's allowable tolerance.

The precast arch units shall be mechanically connected per manufacturer's requirements. All plates, shapes, and hardware shall be galvanized.

During backfilling operations, care shall be taken to keep the joint wrap in its proper location over the joint.

3.1 Preparation of Foundations, Trenches and Embankments:

Foundation preparation shall be in accordance with Subsection 501-3.01 and any special requirements by the manufacturer.

3.2 Bedding:

Bedding shall be per in accordance with Subsections 501-3.02 and any special requirements by the manufacturer.

3.3 Installation:

Installation of the precast elements shall be per the manufacturer's requirements. It is the responsibility of the contractor to ensure that a crane of the correct lifting capacity is available to handle the precast concrete units. Site conditions must be checked well in advance of shipping to ensure there is proper location to set up a crane and to avoid any lifting restriction requirements. The lift anchors or holes provided in each unit are the only means to be used to lift the elements. If shoring methods are utilized, the cost of the shoring shall be included in the contract unit price for the precast arch bridge item.

The contractor must verify the heavy equipment weight restrictions for crossing of the precast culvert units during backfilling operations.

3.4 Structural Excavation and Structure Backfill:

Structural excavation and structural backfill shall be in accordance with Subsection 203-5.03 of the Specifications. The limits of structure excavation/backfill are as shown on plans. The cost for any additional excavation/backfill limits specified by manufacturer shall be considered to be included in the cost of the precast arch bridge item.

3.6 Shop Drawing Submittal:

Shop drawing submittals shall be provided in accordance with Sub Section 105.03 of the Standard Specifications. The contractor shall submit, at the preconstruction conference, seven sets of complete working drawings for the structure prepared specifically for the contract review and approval. All shop drawings (all sheets) and structural design calculations shall be sealed and signed by an engineer licensed in the State of Arizona. The shop drawings shall include design and installation details for the concrete arch and foundation. Initiation of construction of the precast arch structure will not be allowed prior to approval of shop drawings.

Shop drawings shall be prepared for all fabricated materials, joint details, lifting devices, casting methods, construction placement and details of any cast-in-place sections or cold joints due to construction phasing. The proposed transportation method of delivery of the precast arch units shall be stated in the submittal package provided to the Engineer. All shop drawing sheets shall include the project designation data, structure number, and TRACS number, in the lower right-hand corner of each sheet.

3.7 Certifications and Inspection:

Precast elements shall be fabricated at a National Precast Concrete Association (NPCA) or Precast/Prestressed Concrete Institute (PCI) certified plant. The contractor shall submit the manufacturer’s certification for their respective association to the Engineer for verification/review prior to approval for fabrication. The Engineer shall be notified a minimum of 2 weeks prior to the precast arch unit fabrication to allow for inspection of the precast arch units manufacturing. The Department may place an inspector in the plant

during manufacturing products covered under this specification.

4.0 Method of Measurement:

Precast Bridge (Arch Structure) will be measured by Each which includes the arch structures, the precast headwalls and wingwalls, the cast in-place foundations, all joints and connections, headwall berms and all other materials and labor including any shoring, drainage excavation above and beyond pay limits shown on structural excavation Detail J, and placement of bedding material, or furnishing, placing, and compacting structural and/or backfill material above and beyond pay limits shown on structure backfill on Detail J, complete in place.

Any work or materials associated with the precast bridge traffic detour will be covered under other contract items.

5.0 Basis of Payment:

The accepted quantities of Precast Bridge (Arch Structure), measured as provided above, will be paid for at the contract unit price complete in place.

Payment for the removal of rock, hard pan, other unyielding material, or soft, spongy or other unstable soil below the vertical limits as shown on the plans, and the backfilling of these over-excavated areas, as specified herein and as directed by the Engineer, will be paid for in accordance with the requirements of Subsection 104.02 of the Standard Specifications.

(701PDMPT, 05/03/16)

SECTION 701 - MAINTENANCE AND PROTECTION OF TRAFFIC:

701-1 Description: the first and third paragraphs of the Standard Specifications are revised to read:

The work under this section shall consist of providing flagging services and pilot trucks, and furnishing, installing, maintaining, moving and removing barricades, warning signs, lights, signals, cones, and other traffic control devices to provide safe and efficient passage through and/or around the work and to protect workers in or adjacent to the work zone. The work shall be done in accordance with the requirements of Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) and the associated Arizona Department of Transportation supplement. When referred to herein, these documents will be referred to as MUTCD and associated ADOT Supplement.

When a traffic control plan is included in the project plans, this plan shall govern unless an alternate plan, acceptable to the Engineer, is submitted by the contractor. If no traffic control plan is provided or if the contractor desires to deviate from the provisions for

maintaining traffic as described in this section, it shall submit to the Engineer for approval a proposed sequence of operations and a compatible method of maintaining traffic.

The contractor's submittal shall be prepared by an individual meeting one of the following criteria:

(a) Has successfully completed a recognized traffic control supervisor training and certification program. The traffic control supervisor training and certification provided by the American Traffic Safety Services Association (A.T.S.S.A.) or the International Municipal Signal Association (IMSA) shall be acceptable. Training and certification through other programs must be approved in advance by the Engineer. The individual's training and certification shall be current and must be valid throughout the duration of the project. In order to remain current with the Department, training and certification shall be completed or renewed at least once every four years.

(b) Be a licensed professional engineer registered in the State of Arizona and have completed an approved traffic control supervisor training program, as specified in Subsection 108.03. The training shall be current and must be valid throughout the duration of the project. In order for the training to remain current with the Department, it shall be completed or renewed every four years.

The contractor shall submit proof of the proposed individual's credentials at the preconstruction conference. The contractor bears all responsibility for any such contractor-submitted traffic control plan, whether prepared by its direct employee or other individual.

The contractor's proposal shall be submitted early enough to allow at least two weeks for review and approval before use of the proposed traffic control plan.

701-2.01(B)(1) General Requirements: item (d) of the second paragraph of the Standard Specifications is revised to read:

(d) The name, title and signature of a person having legal authority to bind the manufacturer or supplier of the Category I and II devices. The binding authority shall be in accordance with the applicable requirements of Subsection 106.05(B).

701-2.03 Temporary Concrete Barrier: the second paragraph of the Standard Specifications is revised to read:

The contractor shall provide, at the preconstruction conference, a certificate of compliance, conforming to the requirements of Subsection 106.05, stating that any temporary concrete barrier to be used on the project conforms to Signing and Marking Standard Drawing C-3. The contractor shall include the project number on the submittal.

701-2.04 Temporary Impact Attenuation Devices: the second paragraph of the Standard Specifications is revised to read:

Temporary impact attenuation devices shall also meet evaluation criteria for Test Level 3 per NCHRP (National Cooperative Highway Research Program) Report 350, or for Test Level 3 per MASH (AASHTO Manual for Assessing Safety Hardware). The contractor shall provide, at the preconstruction conference, a certificate of compliance, conforming to the requirements of Subsection 106.05, certifying that any temporary impact attenuation devices to be used on the project will meet the above requirement. The contractor shall include the project number on the submittal.

701-2.08 Barricades: the title and second paragraph of the Standard Specifications are revised to read:

701-2.08 Barricades and Other Channelizing Devices:

All sheeting for barricades and other channelizing devices shall conform to the requirements of Section 1007.

701-3.05 Temporary Pavement Markings (Application and Removal):

(C) Preformed Pavement Markings: the first paragraph of the Standard Specifications is revised to read:

Preformed pavement markings for temporary applications shall be Type II (Temporary-Removable) and III (Temporary-Nonremovable) and shall conform to the requirements of Section 705 of the specifications.

701-3.07 Truck-Mounted Attenuator: the title and text of the Standard Specifications are revised to read:

701-3.07 Truck-Mounted and Trailer-Mounted Attenuators:

The contractor shall provide trucks and truck-mounted attenuators, or trailer-mounted attenuators and host vehicles, at the locations shown on the project plans and/or as directed by the Engineer.

Attenuators shall meet either NCHRP Report 350, Test Level 3 criteria, or MASH (Manual for Assessing Safety Hardware), Test Level 3 criteria, passing both mandatory and optional tests. The truck and attenuator combination shall only be used in the configuration tested. Either the truck or attenuator shall have a sequential arrow display panel or changeable message board.

Attenuators that require chocking or blocking of the vehicle to meet NCHRP Report 350 or MASH certification shall not be used.

Attenuators shall have rear-mounted, retroreflective chevron stripes and a standard trailer lighting system, including brake lights, turn signals, ICC-bar lights, and two yellow rotating beacons, ~~or~~ strobe lights, or LED lights mounted on opposite rear corners of the truck or attenuator approximately 4-1/2 feet above the bottom of the tires. A Type C arrow panel or changeable message board shall be provided and shall be installed in accordance with the NCHRP 350/ MASH Crashworthiness Certification or FHWA Letter of Acceptance. There shall be a minimum of seven feet from the roadway to the bottom of the panel or board. Frame work shall be an integral part of the truck and be permanently mounted in such a way as to prevent the unit from separating from the truck in the case of a collision.

For each proposed truck-mounted or trailer-mounted attenuator, the contractor shall provide a Certificate of Compliance, in accordance with Subsection 106.05, to the Engineer for approval prior to use. For truck-mounted attenuators, the certificate shall also include the certified weigh bill for the truck, and for trailer-mounted attenuators the certificate shall state the minimum weight for the host vehicle. The certificate shall state that the attenuator meets the specified criteria, and shall clearly state the roll-ahead distance. A copy of this documentation shall be kept in the truck cab or host vehicle, available for immediate inspection when requested by the Engineer.

When in use for attenuation, trucks shall be used exclusively for attenuators. When in use for attenuation, such trucks shall not be used to carry or store equipment or devices, secured or unsecured. No modification in configuration or use shall be allowed without a resubmitted certified weigh bill for the Engineer's approval.

Truck-mounted or trailer-mounted attenuators used as shadow vehicles per the MUTCD shall be positioned at a distance greater than the roll-ahead distance in advance of the workers or equipment being protected so that there will be sufficient distance, but not so much that errant vehicles will travel around the shadow vehicle and strike the protected workers and/or equipment.

The contractor shall cease operations when a truck-mounted or trailer-mounted attenuator is damaged. The contractor shall not resume operations until the attenuator has been repaired or replaced, unless authorized by the Engineer.

701-3.08 Changeable Message Board: of the Standard Specifications is revised to read:

Changeable message boards shall be furnished and maintained by the contractor at the locations shown on the plans and as specified by the Engineer. The operations and messages programmed into the board controller shall be as directed by the Engineer. The changeable message board shall be a complete and operational portable unit which shall consist of a wheeled trailer with an adjustable, changeable message board, board message controller and self-contained power supply.

The power supply for the changeable message board shall be a fully independent self-contained trailer-mounted system. The changeable message board power supply shall

be battery operated and rechargeable from a solar panel mounted above the changeable message board.

The message characters shall be delineated by either electromagnetically actuated reflective dots or optically enhanced light emitting diode pixels (LED) operating under the control of a digital computer.

The contractor shall submit, at the pre-construction conference, a Certificate of Compliance that the changeable message board to be used on this project shall be as described herein.

The character formation system and components shall conform to the following requirements:

(1) The changeable message board shall be programmable, and shall be capable of displaying a minimum of three lines of message copy, with a minimum of eight characters per line, in various alphanumeric combinations.

(2) The changeable message board matrix configuration shall be 35 dots or pixels per character in a five horizontal by seven vertical arrangement of the dots or pixels.

(3) The dot or pixel size shall be a 2.5-inch high by 1.625-inch wide rectangle (minimum), or equivalent area.

(4) Each character shall be 18 inches in height and 12 inches in width (minimum).

(5) The horizontal character separation shall be three inches or more.

(6) Dot color shall be fluorescent yellow upon activation and flat black when not activated. The LED pixels shall emit amber light upon activation and be dark when not activated.

(7) The line separation shall be five to 12 inches.

(8) Changeable message boards shall be protected with a clear lexan-type or equivalent shield that shall not interfere with or diminish the visibility of the sign message.

(9) The programmable message board shall be capable of displaying moving arrow patterns as one of the operator-selected programs.

(10) The message board shall also be capable of displaying up to two messages in sequence, with variable timing in a minimum of quarter-second increments.

(11) The message board shall be clearly visible and legible from a distance of 800 feet under both day and night conditions. The dot-matrix board shall have an internal illumination system that shall automatically activate under low light

conditions to achieve the visibility requirements. The LED-pixel matrix board shall adjust light output (pulse width modulation) to achieve the visibility requirements.

(12) The power supply achieved from the battery and solar panel recharging system shall have sufficient capacity to operate the changeable message board for a minimum of 20 days without direct sunshine. The solar panel array shall be capable of recharging the batteries such that 2.5 to 3.5 hours of direct sunshine shall provide for a minimum of one 24-hour period of usage. Additionally, the battery recharging controller shall have an ambient temperature sensing device which will automatically adjust the voltage supplied from the solar panels to the batteries. The sensing device shall ensure that the batteries are properly charged in hot or cold weather and shall provide the sign with sufficient power to operate the sign as specified.

When in operation, the changeable message board trailer shall be offset a minimum of eight feet from the nearest edge of pavement. If the trailer is located behind temporary concrete barrier, a minimum offset of six feet will be required. Should the specified shoulder width not be available, a minimum two-foot offset from the nearest edge of pavement or temporary concrete barrier shall be required. When positioned on the highway, the changeable message board trailer shall be delineated with a minimum of 10 Type II barricades or vertical panels with Type C steady burn lights at a spacing of 10 to 20 feet, or as shown on the approved traffic control plan.

When not in operation, the changeable message board shall be moved a minimum of 30 feet from the edge of pavement.

The changeable message board trailer shall be placed on a level surface and be secured as recommended by the manufacturer and as directed by the Engineer. The contractor shall provide any necessary incidental grading and clearing work required to provide a level surface and clear area for the sign.

701-3.10 Sign Sheetings: of the Standard Specifications is revised to read:

Sign sheeting for all temporary work zone signs shall conform to the requirements of Section 1007.

701-3.13 Flagging Services: of the Standard Specifications is revised to read:

Flagging services shall consist of either civilian, local enforcement officers and their vehicles, or DPS (Department of Public Safety) officers and their vehicles. The Engineer will determine the type of flagger needed, and may adjust the relative number of hours of each type of flagger specified in the traffic control plan.

If available, only DPS officers shall be used on Interstate Highways and Urban Freeways. DPS officers shall also be used on other construction projects except when a local law

enforcement agency has jurisdiction, in which case a local law enforcement officer and vehicle shall be used.

The contractor shall be responsible to procure civilian flaggers, DPS officers, and local enforcement officers. When procuring DPS officers, the contractor shall contact DPS at least two business days before flagging services will be required. Such contact must be made between the hours of 7:00 A.M. and 5:00 P.M. (M.S.T.).

In the event that local enforcement officers or DPS officers are temporarily unable to provide flagging services, the contractor shall ensure that traffic control is maintained and all personnel are protected, either by providing civilian flaggers or through other means as approved by the Engineer. No adjustments to the contract will be allowed for any delays resulting from the unavailability of local enforcement officers or DPS officers.
A DPS or local enforcement officer shall not work more than 12 consecutive hours unless an emergency situation exists which, in the opinion of the Engineer, requires that the officer remain in the capacity of a flagger.

The contractor shall furnish verification to the Engineer that all civilian flaggers have completed a recognized training and certification program. Flaggers certified by the American Traffic Safety Services Association (A.T.S.S.A.) or by the National Safety Council shall be acceptable. Certification through other programs offering flagger training must be approved by the Engineer. Flagger certification must be current. Training and certification shall be required at least once every four years.

701-4.03(E) **Limitation of Measurement:** the second paragraph of the Standard Specifications is revised to read:

Measurement will be made after the initial installation and once weekly thereafter for items in continuous use and at any other times changes are made in the use of traffic control elements listed under Subsection 701-4.01(B). The contractor shall notify the Engineer when any changes are made in the use or location of traffic control elements.

701-4.04 **Measurement of Work Elements:** Sub-paragraph (A) of the Standard Specifications is revised to read:

(A) Temporary concrete barrier will be measured by the linear foot along the center line of the uppermost surface upon its initial installation (Complete-in-Place), and upon any subsequent relocations, as defined in Subsection 701-5.01. Barrier will be measured by linear foot for each 24-hour day for the "In-Use" condition.

701-4.04 **Measurement of Work Elements:** Sub-paragraph (C) of the Standard Specifications is revised to read:

(C) Truck-Mounted Attenuators, including driver, and Trailer-Mounted Attenuators, including host vehicle and driver, will be measured by the day for each 24-hour

day that a truck-mounted or trailer-mounted attenuator and operator are used to protect the work site.

701-4.04 **Measurement of Work Elements:** Sub-paragraph (F) of the Standard Specifications is revised to read:

(F) Civilian flagging services will be measured by the hour for each hour that a civilian flagger is provided. Flagging services by DPS officers and local enforcement officers will be measured for each hour that a uniformed, off-duty DPS officer or law enforcement officer with vehicle is employed directly by the contractor as a flagger within the project limits, when authorized in advance by the Engineer. Quantities will be rounded to the nearest 0.5 hour.

Civilian, DPS, or local enforcement flagging services and traffic control devices required to permit contractors' traffic to enter safely into normal traffic within the project limits will be paid under their respective items. Flaggers required by a written local permit agreement will be measured for payment under this item. Additional civilian, DPS, or local enforcement flagging services used within the project limits shall be measured for payment under this item, subject to the approval of the Engineer.

Civilian, DPS, or local enforcement flagging services and traffic control devices used outside the project limits will be measured under their respective items. The Department will pay 50 percent of the unit bid price for such flaggers and traffic control devices used as described in this paragraph, subject to the approval of the Engineer. The project limits are defined as the construction work zone as shown on the approved traffic control plan for the specific section of highway under construction.

701-5.01 **Temporary Concrete Barrier (Installation and Removal):** of the Standard Specifications is revised to read:

Temporary concrete barrier, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the plans, including furnishing, placing, dismantling, and removal. The price bid shall also include any required connection devices, barrier markers, and glare screen.

Fifty percent of the contract unit price for temporary concrete barrier will be paid upon satisfactory installation.

Should it be necessary to dismantle, pick up and relocate a portion of the barrier installation during construction, whether laterally or vertically, that portion of the removed and relocated barrier will be considered a new installation and paid for at 100 percent of the contract unit price.

Fifty percent of the contract unit price will be paid upon final removal.

No payment will be made for portions of the barrier which the contractor can adjust or realign without dismantling and picking up, such cost being considered as included in the bid price for Temporary Concrete Barrier "Installation and Removal." The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and reinstalled, or are to be adjusted or realigned.

701-5.02 Temporary Impact Attenuators (Installation and Removal): of the Standard Specifications is revised to read:

Temporary Impact Attenuation Devices shall include Sand Barrels and Energy Absorbing Terminals. Temporary Impact Attenuation Devices, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the plans, including furnishing the devices with replacement parts, installing, removing and stockpiling the devices.

Fifty percent of the contract unit price for temporary impact attenuators will be paid upon satisfactory installation.

Should it be necessary to dismantle, pick up and reinstall attenuation devices during construction, the work of removing and reinstalling the devices will be considered a new installation and paid for at 100 percent of the contract unit bid price.

Fifty percent of the contract unit price will be paid upon final removal.

The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and reinstalled or are to be adjusted or realigned. No additional payment will be made for devices which are adjusted or realigned, the cost being considered as included in the contract unit price paid for Temporary Impact Attenuator "Installation and Removal."

Measurement and payment for furnishing materials, equipment and labor and repairing attenuation devices that are damaged by the traveling public will be made in accordance with the requirements of Subsection 109.04 of the specifications.

No measurement or direct payment will be made for furnishing replacement parts and repairing devices damaged by other than the traveling public.

701-6.05 Truck-Mounted Attenuators: of the Standard Specifications is revised to read:

The accepted quantities of truck-mounted attenuators or trailer-mounted attenuators, measured as provided above, will be paid for at the unit bid price for truck-mounted attenuators per day of work site protection, which rate shall be full compensation for the work, complete, including, but not limited to, furnishing all materials; equipment; attached arrow panel or changeable message board; and labor (including the operator); and maintaining and repairing the truck and truck-mounted attenuator, or trailer-mounted attenuator and host vehicle, as specified herein and on the project plans. No adjustment to the unit bid price for truck-mounted attenuators will be made when trailer-mounted

attenuators are provided, such price being considered as full compensation for the work, as specified herein, regardless of which type of attenuator is used to protect the work site. It shall be the contractor's responsibility to replace any damaged or destroyed parts of the truck-mounted attenuator or trailer-mounted attenuator and host vehicle at no additional cost to the Department.

701-6.06 Flashing-Arrow Panels, and Changeable Message Boards: the second paragraph of the Standard Specifications is revised to read:

The accepted quantities of changeable message boards, measured as provided above, will be paid for at the unit bid price per day, which price shall be full compensation for the work, complete, including incidental grading; furnishing, operating, maintaining, and relocating the boards on the work site; and providing all necessary labor. Signs, sign stands, Type II barricades, or vertical panels and lights that are used to delineate changeable message boards shall be paid for at the respective unit bid prices.

701-6.07 Pilot Services, and Flagging Services: the last paragraph of the Standard Specifications is revised to read:

The accepted quantities of flagging services provided by the DPS officers, measured as provided above, will be paid for at the predetermined hourly rate of $65.26, as shown in the bidding schedule. Of this amount, $44.00 per hour shall be remitted to the DPS officer, and $12.75 per hour shall be remitted to DPS. The remaining $8.51 per hour represents profit and overhead for both the prime contractor and subcontractor. Such price shall be considered full compensation for the work. No additional payment will be made for costs in excess of the predetermined rate, for overtime hours, and for travel time to and from the project, such costs being considered as included in contract items.

(708PPM, 6/15/09)

SECTION 708 - PERMANENT PAVEMENT MARKINGS:

708-2.02(B) Physical Requirements: of the Standard Specifications is modified to add:

(6) Heavy Metal Concentration:

Heavy metal concentration in glass beads shall be as specified in the following table, when tested by an independent laboratory, approved by the Engineer, using EPA Method 3052 and EPA Method 6010B. A Certificate of Analysis conforming to Subsection 106.05 shall be furnished to the Engineer prior to use.

Heavy Metal	Concentration
Arsenic	< 75 ppm
Antimony	< 75 ppm
Lead	< 100 ppm

708-3.02 **Application:** the last paragraph of the Standard Specifications is revised to read:

Tolerances for Placing Paint, Beads, and Primer:

The length of painted segment and gap shall not vary more than six inches in a 40-foot cycle.

The finished line shall be smooth, aesthetically acceptable and free from undue waviness.

Painted lines shall be four, eight, or 12 inches wide as shown on the plans with a tolerance of ± 1/8 inch and shall be placed at a minimum rate of 16 gallons per mile for a solid four-inch line and four gallons per mile for a broken four-inch line, based on a 10-foot stripe and a 30-foot gap (40-foot cycle aggregate).

Glass reflectorizing beads shall be applied on the wet paint at a minimum rate of eight pounds per gallon of paint.
Wet thickness shall not be less than 15 mils, unless otherwise shown on the plans.

ITEM 8050003 - SEEDING (CLASS II):

The work under this item shall consist of furnishing all materials, preparing the soil, applying Class II seed, and establishing the seeded areas.

Areas to be seeded are those disturbed or unvegetated areas listed herein, shown on the plans, called for in the contractor's erosion control plan, or designated by the Engineer. Seeding is required to stabilize the unpaved disturbed dry area within the Waters of the U.S. Seeding area below the Ordinary High Water Mark (OHWM) shall exclude any definable low flow channels.

Seeding may be included as part of a landscape project as specified in Section 807, or used for erosion control as part of a Storm Water Pollution Prevention Plan (SWPPP) as specified in Subsection 104.09 of the specifications, or both.

In either case, seeding shall be accomplished in two (2) stages. The first stage shall consist of tillage; furnishing and applying compost, chemical fertilizer, and sulfur; furnishing and planting the contract-specified seed mix; and furnishing, applying and affixing final mulch cover. The second stage, beginning after the first stage has been accepted by the Engineer, shall be a 45 calendar-day period during which time the contractor shall be

responsible for maintaining and stabilizing the seeded and mulched areas, and restoring damaged or eroded areas.

Seeding used as part of a SWPPP shall be completed, including the 45 calendar-day maintenance period, before the end of the contract time, or sooner as required in the SWPPP. Seeding used as part of a landscape project shall be completed, including the 45 calendar-day maintenance period, before the end of the Construction Phase. When seeding is part of a landscape project, the maintenance activities described herein shall be in addition to the work specified in Section 807 for landscape establishment. No time extension will be granted for seeding not completed as specified herein, including the 45 calendar-day maintenance period, before the end of the contract time or Construction Phase as applicable.

2.0 Materials:

2.01 General:

Appropriate documentation, as specified below, shall be submitted to the Engineer a minimum of 30 calendar days before the start of a scheduled seeding activity. No materials shall be delivered to the site until the documentation has been approved by the Engineer.

Unless otherwise specified, Certificates of Compliance conforming to the requirements of Subsection 106.05 of the specifications shall be provided for all materials.

The contractor shall also provide test from accredited laboratories for all materials, as specified herein. Should the contractor perform its own testing, such test results shall also be provided to the Engineer.

2.02 Seed:

(A) General Requirements:

The species, variety, and strain of seed (designated elsewhere herein as contract-specified seed) shall be as shown on the plans or as specified herein. The contract-specified seed shall be obtained from seed suppliers through harvesting of wildland collections, or field-grown seeds grown prior to or during the contract period.

A Certificate of Analysis for each seed species shall be furnished to the Engineer at least four (4) weeks prior to seeding construction. No seed shall be furnished to, or delivered to the project until approved by the Engineer and Roadside Development. The Certificates of Analysis shall contain the following information for each seed sample: the test results of the Fifty States Noxious Weed list, all seeds including weed seeds listed, purity and germination, tetrazolium test results, when used and any pathology found to be present. The sample testing, when available for the native plant species, shall use the rules for testing seeds published by the “Association of Official Seed Analysts” or the “Society of Commercial Seed Technologists”.

If the samples indicate species listed as noxious, restricted or invasive, the lot will be rejected or evaluated for use on the project. The list of noxious, restricted or invasive species is located at Roadside Development and linked to the following website:

http://www.azdot.gov/business/engineering-and-construction/roadway-engineering/roadside-development

Within 30 calendar days after the award of contract, the contractor shall submit the name of the seeding subcontractor to be used, along with written confirmation from seed suppliers and collectors, on their letterhead, that the source(s) for the contract-specified seed has been secured. If any of the contract-specified seed is expected to be unavailable prior to the time specified for seeding, in accordance with Subsection 2.02(B) below, the contractor shall notify the Engineer at this same time.
The seed shall be delivered to the project site unmixed in standard, sealed, undamaged containers for each seed species. Each container shall be labeled in accordance with the appropriate provisions of the Arizona Revised Statutes and the U.S. Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, the date of analysis which shall not be more than twelve **(**12**)** months prior to the delivery date, and testing information. A Certificate of Analysis from an accredited seed-testing laboratory, and conforming to Subsection 106.05 of the specifications, shall accompany each container of seed.

Unless otherwise approved by the Engineer, weed content of the contract-specified seed mix shall not exceed 0.5 percent.

The contractor shall provide all seed tag labels to the Engineer. No payment will be made for seed until tag labels and Certificates of Analysis from all seed to be used on the project have been submitted as specified.

Both the contractor and the seed supplier shall store seed under dry conditions, at temperatures of between 35 °F and 120 °F, and out of direct sunlight. Prior to using the seed, the contractor, as well as seed supplier, shall both provide a certification letter to the Engineer verifying that the seed was stored as specified herein.

Legume seed shall be inoculated with appropriate bacteria cultures approved by the Engineer, in accordance with the culture manufacturer's instructions.

Tetrazolium staining shall be acceptable to test for germination and hard seed. Cut or fill testing will not be allowed. As directed by the Engineer, seeds with an expiration date past the acceptable test date or not meeting the specified conditions for storage shall be retested by the contractor. The Engineer may perform random sampling of seeds throughout the project. Mixing of the specified seed at the project site shall be under the supervision of the Engineer.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the percent germination of seeds, including hard or dormant seeds, by the percent purity.

Seed mix species and the PLS rates are shown in Table 1 below**:**

TABLE 1			
SEED MIX - for All Unpaved Disturbed Areas, Unvegetated Areas, and/or Designated Areas			
Botanical Name	**Common Name**	**PLS Rate (Pounds Per Acre)**	**Per Pound Value for Substitution (see text)**
Asclepias tuberosa	Butterfly Milkweed	0.1	$210
Aristida purpurea	Purple Threeawn	2	$30
Bothriochloa barbinodis	Cane Beardgrass	1	$45
Bouteloua curtipendula cv. Vaughn *	Sideoats Grama	2	$17
Bouteloua gracilis cv. Hachita	Blue Grama	1	$15
Bouteloua rothrockii	Rothrock Grama	0.5	$50
Calliandra eriophylla	Fairy Duster	0.2	$195
Digitaria californica	Arizona Cottontop	1	$45
Distichlis stricta	Desert Saltgrass	1	$65
Eragrostis intermedia	Plains Lovegrass	0.25	$80
Ericameria laricifolia	Turpentine Bush	0.5	$35
Gaillardia aristata	Blanket Flower	0.75	$20
Gaillardia pulchella	Firewheel	0.5	$20
Heteropogon contortus	Tanglehead	0.2	$70
Hilaria berlangeri	Curly Mesquitegrass	1	$43
Koeleria macrantha	Prairie Junegrass	0.5	$35
Leptochloa dubia	Green Sprangletop	1	$20
Muhlenbergia porteri	Bush Muhly	0.1	$200
Penstemon parryi	Parry Penstemon	0.75	$75
Setaria macrostachya	Plains Bristlegrass	1	$25
Sphaeralcea grossulariaefolia	Gooseberry-leaf Globemallow	1	$75
Sporobolus airoides	Alkali Sacaton	1	$25
Sporobolus cryptandrus	Sand Dropseed	0.5	$10

Verbena goodingii	Desert Verbena	0.5	$70
Zinnia acerosa	Desert Zinnia	0.25	$110
Per Acre Subtotal Value			**$774.75**

***** Niner may be furnished if Vaughn is determined by ADOT Roadside Development as unavailable from seed sources.

(B) Seed Substitution:

No substitution of the contract-specified seed will be allowed unless evidence is submitted documenting that the contractor has made a diligent effort to obtain the contract-specified seed from either seed suppliers or collectors, and that the contract-specified seed will not become available prior to the time specified for seeding in the contractor's approved construction schedule.

The contractor may also request a substitution if the lowest price available for the contract-specified seed is greater than two (2.0) times the value shown in Table 1. The contractor shall provide documentation from a minimum of three (3) seed suppliers or collectors supporting such request. Documentation shall include copies of the invoices from each supplier or collector. Only those invoices obtained within three (3) weeks of the time specified for seeding in the contractor's approved construction schedule will be acceptable.

Should a substitution of the contract-specified seed be requested for one of the two (2) reasons specified above, and the contractor's documentation is approved by the Engineer, the Department's Roadside Development Section will specify an alternate seed within five (5) working days of the Engineer's approval of the contractor's documentation. The alternate seed will only be allowed when there is an insufficient quantity of the contract-specified seed, as determined in the previous two (2) paragraphs, for the areas to be seeded as called for herein or as required for erosion control. The contractor shall obtain and apply the alternate seed, as required, to all such remaining areas. Unless otherwise approved by the Engineer, the approved alternate seed will only be allowed until such time that contract-specified seed meeting the availability and price requirements specified herein can be provided.

For each pound of contract-specified seed not provided by the contractor, the value indicated in Table 1 will be deducted from the contract amount. The price per pound for the alternate seed selected by the Department, as specified above, will be determined in accordance with Subsection 109.04(D)(2) of the specifications. No additional adjustments will be made for substituting the alternate seed, the costs being considered as included in the contract item for seeding.

No payment will be made for areas seeded with unapproved seed.

2.03 Tacking Agent:

Tacking agent shall be a naturally occurring organic compound, and shall be non-toxic. The tacking agent shall be a product typically used for binding soil and mulch in seeding or erosion control operations. Approved types shall consist of mucilage or gum by dry weight as active ingredient obtained from guar or plantago. The tacking agent shall be labeled indicating the type and mucilage purity.

The contractor shall have the tacking agent swell volume tested by an approved testing laboratory using the USP method. The standard swell volume shall be considered as 30 milliliters per gram. Material shall have a swell volume of at least 24 milliliters per gram. Certified laboratory test results for homogenous consistency shall be furnished to the Engineer for each shipment of tacking agent to be used on project areas. Tacking agent rates shall be adjusted to compensate for swell volume variation. Material tested with lesser swell volume shall have the tacking agent rate increased by the same percentage of decrease in swell volume from the standard 30 milliliters per gram. Material tested with greater volume may reduce tacking agent rates by the same percentage of increase in swell volume from the standard 30 milliliters per gram. Tacking agent shall be pure material without starches, bentonite, or other compounds that would alter the swell volume test results of mucilage, or the effectiveness of the tacking.

2.04 Thermally-Refined Wood Fiber:

Wood cellulose fiber mulch shall conform to the requirements of Subsection 805-2.03 of the Standard Specifications, except as modified herein, and shall be from thermo-mechanically processed wood, processed to contain no growth germination inhibiting factors. The mulch shall be from virgin wood manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form homogenous slurry. Paper products will not be considered as virgin wood. The thermally-refined wood fiber mulch shall have the properties shown in Table 2 below:

TABLE 2	
Virgin Wood Cellulose Fiber	90% min.
Recycled Cellulose Fiber	10% max.
Ash Content	0.8% +/-0.3%
pH	4.5 +/-1.0
Water Holding Capacity	10:1 (water:fiber) Min.

2.05 Straw Mulch:

(A) General:

Straw mulch shall conform to the requirements of Subsection 805-2.03 of the Standard Specifications, except as modified herein, and shall be from the current season's crop. A

letter of certification from the supplier shall be required stating that the straw was baled less than twelve (12) months from the delivery date.

All straw, including hydraulically applied straw, shall be free from noxious weeds in compliance with the standards and procedures of the North American Weed Management Association (NAWMA) or the Arizona Crop Improvement Association (ACIA). The contractor shall provide documentation, including a transit certificate, and appropriate labels and/or marking twine, from the ACIA or NAWMA that straw materials to be used for mulch are free of noxious weeds. The straw shall be accompanied by the certification, labels and/or marking twine at the time of delivery to the project site. Straw delivered to the project without such information will be rejected, and promptly removed from the project.

Rye straw and oat straw will not be acceptable.

(B) Straw Mulch for Hydraulic Application:

Hydraulically applied straw mulch shall be wheat or rice straw processed to various particle sizes, mixed with water and tacking material, and applied as a non-clogging slurry using a hydroseeder. A minimum of 70 percent of the wheat or rice straw in the mix shall be not less than 1/2 inch ± 1/4 inch in length. Straw particles may be longer provided that the particles can be used with the selected hydroseeder without clogging. Hydraulically applied straw mulch, as furnished by the manufacturer, may contain up to ten (10) percent paper or cotton materials in dry weight. Hydraulically applied straw mulch shall also contain 20 percent of wood fiber in dry weight. The combined dry weight percentage of paper, cotton, and wood fiber materials together shall be not less than 15 percent nor more than 30 percent of the hydraulically applied straw mulch.

Hydraulically applied straw mulch material from the following sources shall be acceptable:

Hydra Matrick
North American Green
5401 St Wendel-Cynthia Road
Poseyville, IN 47633
Phone: 1-800-772-4297

Hydro Straw
Hydrostraw LLC
3676 W 9000 N Road
Manteno, IL 60950
Phone: 1-800-545-1755

Shot Straw
Rio Ranches LLC
PO Box 156
Palo Verde, AZ 85343
Phone: 602-680-8320

DuraBlend 361
PrimeOne Products LLC
PO Box 30816
Spokane, WA 99223
Phone: 509-981-8555

2.06 Slow-release Chemical Fertilizer and Sulfur:

Chemical fertilizer shall conform to the requirements of Subsection 805-2.06 of the specifications and shall be the kind hereafter specified. Fertilizer shall be composed of a mixture of one part sulfur-coated urea 25-4-8, one part monammonium phosphate 11-52-0,

and one part methylene urea 38-0-0. The sulfur-coated urea, a blended fertilizer 25-4-8, shall have approximately 80 percent of the nitrogen defined as slow release, and contain five (5) percent Iron, ten (10) percent sulfur and trace amounts of zinc and manganese. The result shall be a 24-18-2 chemical blended fertilizer, as specified herein.

In addition to the fertilizer mixture, agricultural sulfur compounds, comprised of between 80 percent and 96 percent sulfur, shall be applied at the rate specified in Section 3.02. Chemical fertilizer and sulfur shall not be applied for the seeding area below the OHWM.

2.07 Water:

Water shall be free of oil, acid, salts or other substances which are harmful to plants. The source shall be as approved by the Engineer prior to use.

2.08 Compost:

Compost in bulk or furnished in containers or bags, shall consist of composted organic vegetative materials and may contain worm castings. No animal manures or city biosolids shall be used in the composting or added to the compost. Prior to being furnished on the project, compost samples shall be tested for the specified microbiological and nutrient conditions, including maturity and stability, by a testing laboratory approved for testing of organic materials. During pre-activity seeding construction meeting, compost test written results submitted to the Engineer for approval shall be within nine (9) months from the date of the official lab test.

Compost material shall be dark brown in color with the parent material composted and no longer visible. The structure shall be a mixture of fine and medium size particles and humus crumbs. The maximum particle size shall be within the capacity of the contractor's equipment for application to the constructed slopes. The odor shall be that of rich humus with no ammonia or anaerobic odors.

Bulk Compost shall also meet the requirements of Table 3**:**

TABLE 3	
Cation Exchange Capacity (CEC)	Greater than **45** meq**/**100 g
Carbon **:** Nitrogen Ratio (C **:** N)	Less than 20 **:**1
PH (of extract)	6.5 – 8**.**5
Organic Matter Content	Greater than 30%
Total Nitrogen (not added)	Greater than 1%
Maturity Index	Greater than 50% on Maturity Index at a 10 **:** 1 ratio
Stability Indicator, CO_2 Evolution**:** Biologically Available C (BAC)	Less than 4mg CO_2-C**/**g OM**/**day is desirable**.** From 4 through 8mg CO_2-C**/**g OM**/**day is acceptable**.**

	Greater than 8mg CO_2-C/g OM/day is not acceptable.
The CEC lab testing method shall refer to EPA9081 at the web link: http://epa.gov/osw/hazard/testmethods/sw846/pdfs/9081.pdf	

Bulk compost is preferred and shall be applied to areas designated for seeding at the specified rate of **15 cubic yards per acre** prior to final tillage for incorporation into the soil seedbed. Unless otherwise approved by the Engineer, bulk compost shall be engaged to all areas where equipment can be operated for final tillage in order to incorporate into the soil seedbed.

In areas where bulk compost cannot be applied by broadcast methods, compost shall be applied hydraulically as per the approval of the Engineer. Hydraulically applied compost shall be applied at the rate of 1,500 Pounds per acre to mini-benched slopes or on other approved areas for incorporation into the soil seedbed. Hydraulically applied compost may be combined with soil amendments and fertilizer in the same slurry under the approval of the Engineer. Seed shall be employed separately after the implementation of hydraulically applied compost and prior to the final mulch cover.

Hydraulically applied compost shall meet the requirements of Table 4 below:

TABLE 4	
Cation Exchange Capacity (CEC)	Greater than **55** meq/100 g *
Carbon : Nitrogen Ratio (C : N)	Less than 20 : 1
PH (of extract)	6.5 – 8.5
Organic Matter Content	Greater than 35%
Total Nitrogen (not added)	Greater than 1%
Micronutrients (added)	S, Ca, Mg, Na, Fe, Al, Mn, Cu, Zn, B
Stability Indicator, CO_2 Evolution: Biologically Available C (BAC)	Less than 4mg CO_2-C/g OM/day is desirable. From 4 through 8mg CO_2-C/g OM/day is acceptable. Greater than 8mg CO_2-C/g OM/day is not acceptable.
The CEC lab testing method shall refer to EPA9081 at the web link: http://epa.gov/osw/hazard/testmethods/sw846/pdfs/9081.pdf	

* When CEC is from 50 meq/100 g through 55 meq/100 g, in order to be approved, the contractor may add 100 pounds additional Hydraulically Applied Compost per acre to compensate for the lower-than-standard CEC value.

Compost shall not be applied for the seeding area below the OHWM.

2.09 Soil Conditioners:

Soil conditioners, when required, will be as shown in the Special Provisions.

3.0 Construction Requirements:

3.01 General:

(A) Seeding Operations:

At least two (2) weeks prior to beginning seeding, the contractor shall complete and submit a batch mix and seed application form to the Engineer for approval. The batch mix form will be supplied by the Engineer.

After acceptance of the form, the Engineer and contractor shall determine a one-acre sample area to be seeded and mulched prior to applying seed to the remainder of the project. Both regular straw mulch and hydraulically applied straw mulch shall be applied to the sample area. Both straw mulches shall be representative of the materials proposed for use on the project. If the seeding and mulching procedures are acceptable, the contractor shall begin seeding operations as specified herein.

The contractor shall notify the Engineer at least two (2) days prior to commencing any phase of seeding operations for the remainder of the project.

The equipment and methods used to distribute seeding materials shall provide an even and uniform application of seed, mulch, and other materials at the specified rates.

Unless specified otherwise in the Special Provisions, seeding operations shall not be performed on undisturbed soil outside the clearing and grubbing limits of the project or on steep rock cuts.

The contractor shall coordinate the seeding operations with the grading operations to determine mobilization frequency as embankment and cut slopes are finished throughout the duration of the project. Seeding shall be done during suitable weather and soil conditions for tillage and placement of materials. Seeding operations shall not be performed when wind exceeds ten (10) miles per hour or, if in the opinion of the Engineer, conditions would prevent uniform application of materials or would carry seeding materials into areas not designated for seeding.

The contractor shall not expose an area greater than 750,000 square feet at any one location within the project limits until the seeding proposed for that portion of the project has been installed and accepted by the Engineer. Seeding shall be accomplished within 14 days after slopes and disturbed areas have been completed. Seeding operations shall comply with Subsection 104.09 and the applicable portions of Section 203 of the specifications, and as directed by the Engineer.

Frequent mobilizations may be required to accomplish seeding as specified herein. The Department will consider the cost of such multiple mobilizations to be included in the price bid for the seeding. No adjustments will be made to the contract for the number of seeding mobilization activities. Should the contractor fail to provide seeding for a sub-area as specified herein, the Engineer will immediately notify the contractor of such non-compliance. Should the contractor fail to immediately remedy the unstabilized area, the Engineer may suspend work until such seeding stabilization has been completed, or proceed to provide the necessary seeding stabilization. The entire cost of such work will be deducted from the monies due or to become due to the contractor. In addition, no adjustment to the contract time will be made for suspensions resulting from the contractor's failure to provide seeding for a sub-area within the time periods specified herein.

3.02 Tillage:

Where equipment can operate, the area to be seeded shall be prepared with a ripper bar, chisel plow, or with other devices to provide thorough soil cultivation to the depth specified below.

Where equipment is not suitable for operation, hand tillage and/or other manual methods shall be utilized as approved by the Engineer. Tillage depth shall follow the requirements specified herein to maximum extent practicable (MEP).

For areas too steep to be prepared for seeding after the slope has been completed, as determined by the Engineer, tillage shall be accomplished with appropriate equipment as the slope is being constructed. On slope areas, all tillage shall be horizontal and parallel to the contours of the areas involved in order to create a roughened surface condition. All seeded areas suitable for tillage shall be pre-tilled to promote on-site stormwater infiltration and alleviate stormwater surface runoffs, as a part of stormwater Volume Reduction Approaches (VRAs). All areas which are eroded shall be restored to the specified condition, grade, and slope as directed prior to seeding.

Cut slopes shall be prepared with ridges and deep tillage, or shall be mini-benched. On fill slopes, the operations shall be conducted in such a manner as to form minor ridges thereon to assist in retarding erosion and favor germination of the seed.

Except as specified herein, slopes shall be constructed in accordance with Subsection 203-3.03(B) of the specifications. Cut slopes flatter than 3:1 (horizontal to vertical) shall be tilled a minimum of 12 inches in depth, and fill slopes flatter than 3:1 shall be tilled to a six-inch minimum depth. All slopes steeper than 3:1, and areas which could potentially be affected by underground utilities, shall be tilled to a minimum six (6) inches in depth, and left in a roughened surface condition as they are constructed.

Tillage shall be a minimum of two (2) inches in depth for the first ten (10) feet from the toe of AC wedge including shoulder build-up areas (edge of pavement build-up areas) or from the outside edge of curb and gutter.

Care shall be taken during the seeding operations to prevent damage to existing trees and shrubs in the seeding area in accordance with the requirements of Subsection 107.11 of the specifications.

Tillage may require passing the equipment over the area several times to provide thorough soil cultivation. Furrows from tillage shall be no more than 12 inches apart. No work shall be done when the moisture content of the soil is unfavorable to tillage.

All competitive vegetation shall be uprooted prior to seeding and the soil shall be left in a friable roughened surface condition free of clods or large stones over four (4) inches in any dimension, and other foreign material that would interfere with the seeding operation. Exposed stones larger than four (4) inches shall be removed and disposed of in an approved manner prior to grading and seeding.

Regardless of the method of seeding application, all areas prepared with tilling shall have chemical fertilizer and soil amendments (sulfur and compost) uniformly applied and incorporated into the soil prior to final tillage and seeding.

Chemical fertilizer and sulfur shall be applied at the rate of 200 pounds each per acre. Compost shall be applied at the rate of 15 cubic yards per acre.

Unless otherwise approved by the Engineer, bulk compost shall be applied using broadcast methods to all areas where equipment can be operated. For areas where bulk compost cannot be applied by broadcast methods, as determined by the Engineer, compost shall be applied hydraulically at the rate of 1,500 pounds per acre. Hydraulically applied compost shall not be combined with seed and/or final mulch cover in the same slurry. However, sulfur and fertilizer may be utilized together with hydraulically applied compost in the same slurry with the approval of the Engineer.

Slopes 3:1 and flatter shall have fertilizer, sulfur, and compost tilled into a minimum of the top four (4) inches of the surface. Slopes steeper than 3:1 shall have fertilizer, sulfur, and compost uniformly broadcast for incorporation into the soil as directed by the Engineer. Unless otherwise operated together with hydraulically applied compost for the approved locations, fertilizer and sulfur shall not be applied hydraulically to areas for seeding.

For mini-benched slopes, fertilizer, compost, and sulfur shall be applied at the specified rates with no tillage or incorporation.

3.03 Seeding:

(A) General:

Drill seeding with straw mulch shall be considered as the preferred method of seed application when practicable. Unless otherwise approved by the Engineer, drill seeding shall be used for all areas with slopes of 3:1 or less.

Hydroseeding shall be the alternative method for seed distribution for slopes in excess of 3:1, and where drill seeding is not practicable or suitable for soil conditions and seed types, as determined by the Engineer.

Seeds not suitable for drill seeding and hydroseeding methods shall be broadcast manually. Areas to be seeded manually shall be completed after the final soil tillage and prior to any drill or hydroseeding.

Straw mulch or hydraulically applied straw mulch shall be applied on all seeded areas, as specified in Sections 3.04 or 3.05, within 24 hours of seed application. Seeding application shall be accomplished prior to application of straw mulch or hydraulically applied straw mulch. Combining the seed application process with the mulching process will not be acceptable.

Unless otherwise specified in the Special Provisions, Class II seeding areas shall not be watered after planting.

(B) Drill Method:

After the tillage and incorporation of fertilizer, sulfur, and compost is completed and accepted by the Engineer, seed shall be planted with a drill seeder capable of accurately metering the specific seed mix. Use of a drill seeder shall not damage the prepared seedbed, and shall provide a soil cover over the planted seed.

Seed shall be planted approximately 1/4 inch deep, with a maximum depth of 1/2 inch. The distance between the furrows produced using the drill process shall not be more than eight (8) inches. If the furrow openers on the drill exceed eight (8) inches, the area shall be drilled twice. Seeding shall be done with grass seeding equipment with double disc openers, depth bands, packer wheels or drag chains, rate control attachments, seed boxes with agitators and separate boxes for small seed. Seed of different sizes shall be sowed from at least two (2) separate boxes adjusted or set to provide the planting rate as specified.

(C) Hydroseed Method:

Areas and seed types not suitable for drill-seeding, as determined by the Engineer, shall be hydroseeded. The contract-specified seed shall be applied in a slurry containing 200 pounds of thermally-refined wood fiber and a minimum of 40 pounds tacking agent per acre. Seed shall not be in the slurry for more than 30 minutes. Hydroseeded areas shall also be mulched, as specified in Sections 3.04 or 3.05, within 24 hours of application of the seed.

(D) Manual Application:

Manually applied seeds shall be broadcast evenly to produce uniform distribution over the seeded areas.

3.04 Applying Straw Mulch:

(A) General:

Within 24 hours after each area is planted, straw mulch shall be uniformly applied at the minimum rate of 2 1/2 tons per acre for areas to be crimped and tacked, and minimum two (2) tons per acre for tacked-only areas. Except for edge of pavement build-up areas, and unless otherwise specified by the Engineer, straw mulch shall be applied to all seeded areas. Areas to receive hydraulically applied straw mulch, if directed by the Engineer, shall be mulched in accordance with Section 3.05.

During seeding and mulching operations, care shall be exercised to prevent drift and displacement of materials. Mulch material which is placed upon trees and shrubs, roadways, structures, and upon any areas where mulching is not specified, or which is placed in excessive depths on mulching areas, shall be removed as directed. Mulch materials which are deposited in a matted condition shall be loosened and uniformly spread to the specified depth over the mulching areas. Any unevenness in materials shall be immediately corrected by the contractor. In addition, the contractor shall minimize production of dust or other airborne particulate matter during application of straw mulch, either by moistening the straw, modifying equipment with misters, or through other means approved by the Engineer.

Except as specified in the next paragraph, straw mulch applied to seeded areas shall be immediately affixed by crimping and tacking after application. No mulch shall be applied to seeding areas which cannot be crimped and/or tacked by the end of each day. Any drifting or displacement of mulch before crimping and/or tacking shall be corrected by the contractor at no additional cost to the Department.

Crimping shall not be required for areas that are steeper than 3:1. Crimping may also be waived, when specifically directed by the Engineer, for drill seeded or hydroseeded areas with rocky conditions or other areas deemed unsuitable by the Engineer for crimping. Straw mulch applied to such areas shall only be tacked, as specified in Subsection 3.04(C) below.

Prior to the application of a tacking agent, protective covering shall be placed on all structures and objects where stains would be objectionable. All necessary precautions shall be taken to protect the traveling public and vehicles from damage due to drifting spray.

(B) Anchorage by Crimping:

Except as specified above in 3.04(A), crimping shall be required for all straw mulched areas. Straw mulch shall be anchored into the soil with a heavy disc. Discs shall be flat and serrated, with at least 1/4 inch thickness having dull edges, and spaced no more than nine (9) inches apart. Straw mulch shall be anchored to a depth of at least two (2) inches and shall not be covered with an excessive amount of soil. Anchoring operations shall be across the slopes where practical, with no more than two (2) passes of the anchoring equipment. Immediately following the crimping operation, the crimped area shall be tacked as specified in Subsection 3.04(C) below.

(C) Anchorage by Tacking:

Straw mulch shall be anchored by tacking, using a slurry consisting of a minimum of 150 pounds of tacking agent, 500 pounds of thermally refined wood fiber mulch, and 300 gallons of water per acre. The contractor may increase the quantities of components to ensure the stability of the straw mulch to provide erosion control during the 45 calendar-day maintenance period at no additional cost to the Department.

3.05 Hydraulically Applied Straw Mulch with Tacking Agent:

Areas seeded but not practical for straw mulch, as determined by the Engineer, shall have hydraulically applied straw mulch with tacking agent applied at the variable rates shown in the Table 5 below.

TABLE 5			
Slope (H:V)	**Hydraulically Applied Straw Mulch (pounds per acre - dry weight)**	**Tacking Agent (pounds pure mucilage per acre - dry weight)**	**Thermally-Refined Wood Fiber (pounds per acre - dry weight)**
Flat to 6:1	2,000	150	400
From greater than 6:1 to 3:1	2,500	150	500
Greater than 3:1	3,000	200	600
Erosive Soil Slopes or Highly Erosive Areas*	3,500	250	700
* As determined by Engineer			

The contractor shall submit a batch (tank) mix quantity schedule for mulch application to the Engineer for approval prior to mixing hydraulically applied straw mulch, thermally-refined wood fiber, and tacking agent in a slurry. Batch mixing and coverage will be monitored throughout the seeding operations. The contractor shall coordinate the mixing and application operations with the Engineer in advance of all mixing. Fertilizer or seed shall not be mixed into any slurry for temporary erosion control mulch application.

3.06 Shoulder Build-up Areas - Edge of Pavement Build-up Areas:

Seeding shall be applied to all new earthen and milled asphaltic concrete edge of pavement build-up areas. Edge of pavement build-up areas shall be tilled two (2) inches deep from the toe of AC wedge to the toe of the edge of pavement build-up area prior to seeding.

After the two-inch tillage is complete, compost, fertilizer, seeding, and mulching shall be done in three (3) separate steps. For the first step, fertilizer and compost shall be broadcast evenly over both types of edge of pavement build-up areas. For the next step,

seed shall be applied by hydroseeding for both types of areas. For the third step, seeded edge of pavement build-ups comprised of milled asphaltic concrete shall have hydraulically applied straw mulch and tacking agent applied, and earthen edge of pavement build-up areas shall have straw mulch or hydraulically applied straw mulch applied, with a tacking agent in either case. No crimping shall be required.

The application rate of hydraulically applied straw mulch and tacking agent shall be as specified in Table 5 above.

3.07 Seeding Acceptance:

After application the Engineer will inspect seeded areas or sub-areas for conformance to the contract requirements. The contractor shall correct, to the satisfaction of the Engineer, any areas not conforming to the specifications. The 45-day maintenance period will begin upon acceptance of the area by the Engineer.

The contractor shall maintain and stabilize each area or sub-area, including edge of pavement build-up areas, for a minimum period of 45 calendar days after application of the seeding and mulching materials, and acceptance by the Engineer. Any areas damaged from erosion, or that have less than 90 percent of applied mulch remaining, shall be re-seeded, re-mulched, and re-tacked at no additional cost to the Department.

Except for projects with Landscape Establishment, seeding shall be completed, including the 45 calendar-day maintenance period, before the end of the contract time, or sooner if required in the SWPPP or elsewhere in the contract documents. Seeding used as part of a landscape project shall be completed, including the 45 calendar-day maintenance period, before the end of the Construction Phase.

4.0 Method of Measurement:

Seeding (Class II) will be measured by the acre, to the nearest one acre of ground surface seeded. Measurements will be along the ground surface for the areas seeded and mulched, as approved by the Engineer.

5.0 Basis of Payment:

The accepted quantities for Seeding (Class II), measured as provided above, will be paid in two (2) phases corresponding to the application stage and the 45 calendar-day maintenance stage.

Upon completion of the application stage and acceptance by the Engineer, the contractor will be paid 70 percent of the contract bid price per acre for the completed work. Such price will be considered full compensation for furnishing and applying the contract-specified seed mix, fertilizers, soil amendments, tillage, mulch materials, and tacking agent, all required testing, and all equipment and labor required to complete the work as specified herein.

Upon completion of the 45 calendar-day maintenance stage, and acceptance by the Engineer, the contractor will be paid 30 percent of the contract bid price per acre for the completed work. Such price will be considered full compensation for seeding maintenance, including all equipment, labor, and materials required to correct deficiencies in seeded, mulched areas, as specified herein.

No measurement or payment will be made for the mobilizations required to apply and stabilize the seeding for each area or sub-area, as specified herein, the cost being considered as included in the contract price for Seeding (Class II).

An adjustment to the contract will be made if a contractor-requested seed substitution is approved as specified in Subsection 2.02(B) above.

ITEM 8101018 - EROSION CONTROL (STABILIZED CONSTRUCTION ENTRANCE/EXIT GRAVEL PAD):

Description:

The placement of Erosion/Sediment Control Gravel Pad Best Management Practice (BMP) for Stabilized Construction Entrance/Exit is being provided to assist in controlling and minimizing the transportation of debris/soil/dust from the disturbed project site onto the adjacent roadways/surface streets or Waters of the US. The fractured/crushed Gradation **C** rocks and associated nonwoven separation fabric will be required to be completely removed at the completion of the project. The contractor, in conjunction with the Resident Engineer, shall determine the locations of the construction entrance/exit. Multiple Stabilized Construction Entrance/Exit Gravel Pads may be installed at no additional cost to the Department, with the approval of the Engineer, or the multiple Stabilized Construction Entrance/Exit Gravel Pads may be relocated at no additional cost to the Department, with the approval of the Engineer, as the project progresses.

Construction Requirements:

The bed for the rock mulch shall be shaped and leveled to provide even surfaces and at a depth to accommodate the rock size as well as depth of rock materials specified on the plans.

Rock materials shall be sound and durable, clean and washed angular shape aggregate/gravel materials and free of silt/dust, seams as well as free of coatings, and of such characteristics that they will not disintegrate when subjected to the action of water. Rock materials shall also conform to ADOT Standard Specification for the Gradation **C** Rock Mulch. The Bulk Specific Gravity (Saturated Surface Dry - SSD) shall be determined in accordance with the requirements of AASHTO T 85 and shall be a minimum of 2.4. Rock materials installed in place shall be well graded, angular crushed rocks. Control for the rock gradation will be by visual inspection of the Engineer.

The source from which the rock materials will be obtained shall be selected well in advance of the time when it will be required in the work. The acceptability of the rock materials will be determined by the Engineer. If testing is required, suitable samples of rock shall be taken in the presence of the Engineer at least 25 days in advance of the time when its use is expected. The approval of some rock fragments from a particular quarry site shall not be construed as constituting the approval of all rock fragments taken from that quarry.

The finished surface rock materials may be placed by dumping and spreading in layers by bulldozers or other suitable equipment. Placement depth shall be six (6) to twelve (12) inches based on the necessities of construction vehicle**/**equipment as per the approval of the Engineer.

Install nonwoven fabric when water is applied for construction vehicle**/**equipment cleaning on gravel pad. Edge treatment trenching and nonwoven fabric shall not be required if NO wash water is used for vehicle**/**equipment cleaning.
If installed, fabric used below the angular crushed rocks shall comply with ADOT Standard Specifications Subsection 1014-4**.**04 for Nonwoven Very High Survivability Fabric.

Bury the edge of Nonwoven Very High Survivability Fabric in the installation trench a minimum of forty-nine inches (49**”**) along perimeter of gravel pad as shown in the Detail. The section of the trench shall be a minimum of 18**"** (depth) **X** 12**"** (width). Bury Nonwoven Very High Survivability Fabric along the sides and bottom of the trench to form a **"**U**".**

The contractor shall remove and legally dispose from the site all rock materials and fabric associated with this element of work within the time frame as approved by the Engineer.

The contractor may propose alternative methods of the Stabilized Construction Entrance**/**Exit Erosion**/**Sediment Control BMP at no additional cost to the Department. If applied, shop drawings shall be submitted to the Engineer for approval.

Method of Measurement:

Item 8101018 - EROSION CONTROL (STABILIZED CONSTRUCTION ENTRANCE**/**EXIT GRAVEL PAD) will be measured by the Square Yard installed. Measurement will not include any separate measurement of the nonwoven separation fabric or removal and disposal of materials which are being considered an incidental cost to this item of work.

Basis of Payment:

The accepted quantities of Item 8101018 **-** EROSION CONTROL (STABILIZED CONSTRUCTION ENTRANCE/EXIT GRAVEL PAD) measured as provided above, will be paid for at the contract price per Square Yard, which price shall be full compensation for the work, complete in place, including grading area to accept rocks, excavating, furnishing and placing material, removing and disposing of all materials and backfilling, and re-compacting and all other work specified shall be considered as included in the unit cost.

SECTION 810 - EROSION CONTROL AND POLLUTION PREVENTION

810-2.03 Riprap and Rock Mulch: the table for Gradation C of the Standard Specifications is revised to read:

Gradation C Rock Mulch (fractured/crushed rocks in angular shape)	
Sieve Size	**Percent Passing**
3.75 Inch	100
2.5 Inch	50 - 75
2 Inch	30 - 50
1 Inch	10 - 20

(810ERCON, 3/24/11)

SECTION 810 - EROSION CONTROL AND POLLUTION PREVENTION:

810-2.06(A) General: the first paragraph of the Standard Specifications is revised to read:

Sediment logs, sediment wattles, and fiber rolls shall be manufactured or constructed rolls of fiber matrix, secured with netting, and used for the purpose of controlling erosion by slowing high flow water velocity and trapping silt sediments. Netting for fiber rolls and sediment wattles shall have a minimum durability of one year after installation, and shall be tightly secured at each end of the individual rolls. All wheat straw used in sediment logs, sediment wattles, and fiber rolls shall comply with the requirements of Subsection 810-2.05(B).

(901MOBE, 09/18/12)

SECTION 901 MOBILIZATION:

901-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

> The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under Subsection 108.03 are submitted by the contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of five percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

TABLE 901-1
AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT

Contract Amount: $	% Of Contract	Basis Of Payment
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.

* If the price bid for mobilization exceeds this percentage, any excess will be paid to the contractor upon completion of the contract.

The adjustment provisions in Section 104 and the retention of funds provisions in Section 109 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

(905GRDRL, 12/14/09)

SECTION 905 - GUARDRAIL:

905-3.05 Reconstruct Guardrail: of the Standard Specifications is revised to read:

(A) General:

Existing guardrail, guardrail transitions, tangent and flared guardrail terminals, end anchors, and other guardrail systems shall be removed and reconstructed at the locations shown on the project plans, and in accordance with the provisions specified herein for new construction.

Guardrail shall be reconstructed in accordance with either Subsection 905-3.05(B) or 905-3.05(C).

For reconstructed guardrail transitions, tangent and flared guardrail terminals, end anchors, and other guardrail systems, all components shall be completely removed and then reconstructed using existing posts, blocks, and hardware, unless otherwise specified herein.

Reconstructed tangent and flared guardrail terminals and end anchors shall be installed with new foundation tubes.

Unless otherwise specified herein, where existing posts include a concrete foundation, the concrete foundation shall be fully removed and the hole backfilled with moist soil in compacted lifts, as approved by the Engineer. No separate payment will be made for removal of concrete foundations, or the subsequent backfill and compaction, the cost being considered as included in the contract item.

All guardrail components to be re-used shall be removed in such a manner as to prevent damage to and minimize the loss of the components.

Items designated to be reused which are lost, damaged or destroyed as a result of the contractor's operations shall be repaired or replaced by the contractor at no additional cost to the Department.

If any materials designated for reconstruction are deemed by the Engineer to be unsuitable for reuse or if the quantities of existing materials are insufficient to complete the work, the contractor shall furnish new materials in sufficient quantities to complete the work and the cost of furnishing such materials will be paid for in accordance with the provisions of Subsection 109.04.

Existing posts, blocks, rail elements, or hardware which are not required for guardrail reconstruction or which the Engineer deems unsuitable for reconstruction, shall be removed and disposed of as directed by the Engineer.

(B) Reconstruct Guardrail With Existing Materials:

When reconstruct guardrail with existing materials is specified, all guardrail components shall be completely removed and then reconstructed using existing rail elements, posts, blocks, and hardware.

Where new bolt holes in reused rail elements are permitted and approved by the Engineer, the holes shall be made by drilling or punching. Flame-cut bolt holes will not be permitted. All metal cut in the field shall be cleaned and painted in accordance with Subsection 905-3.01.

(C) Reconstruct Guardrail With New Posts, Blocks, and Hardware:

When reconstruct guardrail with new posts, blocks and hardware is specified, all guardrail components shall be completely removed and then reconstructed using existing rail elements, and new posts, blocks, and hardware.

905-3.09 **Nested Guardrail:** the second paragraph of the Standard Specifications is revised to read:

Nested guardrail shall be defined as additional steel W-beam sections attached as an appurtenance to the normal guardrail, as shown on the plans.

905-4 **Method of Measurement:** the seventh paragraph of the Standard Specifications is revised to read:

Nested guardrail, Type 1, 2, or 3, attached as an appurtenance to new or reconstructed guardrail, shall be measured by the linear foot of additional steel W-beam attached to the normal guardrail to provide a complete installation, as shown on the plans. Such measurement shall be in accordance with the pay limits shown on the plans, and shall be separate from and in addition to the quantity of normal guardrail.

905-5 **Basis of Payment:** the seventh, eighth, ninth, and tenth paragraphs of the Standard Specifications are revised to read:

The accepted quantities of nested guardrail, Type 1, 2, or 3, comprised of additional steel W-beam attached to the normal guardrail, measured as provided above, will be paid for at the contract unit price per linear foot, complete in place. Such payment for nested guardrail shall be separate from the price paid for the normal guardrail specified above.

The accepted quantities of bolted guardrail anchors, measured as provided above, will be paid for at the contract unit price each, and shall be full compensation for the work, complete in place, including steel brackets, hardware, excavation, backfill, removing and

replacing surfacing, cutting and fitting steel beam posts or timber posts, drilling anchor bolt holes in steel posts, timber posts and box culverts, and disposal of surplus materials.

The accepted quantities of construct guardrail, guardrail transitions, and end anchors from salvage, measured as provided above, will be paid for at the contract unit price, complete in place, including all new guardrail delineation, removal of existing delineation as necessary, excavation, backfill and disposal of surplus or unusable materials.

The accepted quantities of reconstruct guardrail with existing materials, measured as provided above, will be paid for at the contract unit price, complete in place, including all new guardrail delineation, removal of existing delineation as necessary, excavation, backfill and compaction, and disposal of surplus or unusable materials.

The accepted quantities of reconstruct guardrail with new posts, blocks, and hardware, measured as provided above, will be paid for at the contract unit price, complete in place, including all new posts, blocks, and hardware, new guardrail delineation, removal of existing delineation as necessary, excavation, backfill and compaction, and disposal of surplus or unusable materials.

The accepted quantities of reconstruct guardrail transitions, tangent and flared guardrail terminals, and end anchors, measured as provided above, will be paid for at the contract unit price, complete in place, including new guardrail delineation, removal of existing delineation as necessary, excavation, backfill and compaction, and disposal of surplus or unusable materials. Payment for reconstructing end anchors, and tangent and flared guardrail terminals, will include all costs for providing and installing new foundation tubes.

The contractor will be paid in accordance with the provisions of Subsection 109.04 for furnishing new posts, blocks, rail elements or hardware to replace components deemed by the Engineer unsuitable for reuse, or to supplement insufficient existing quantities for reconstructing the various types of guardrail, or for constructing the various types of guardrail from salvage.

(913BKPRT, 11/22/13)

SECTION 913 - BANK PROTECTION:

913-1 **Description:** the first paragraph of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing all materials and constructing bank protection in accordance with the details shown on the plans and the requirements of the specifications.

913-2.01(F) **Riprap (Slope Mattress):** the second paragraph of the Standard Specifications is hereby deleted.

913-2.04 Grout: of the Standard Specifications is revised to read:

Grout shall consist of Portland cement, aggregate, and water. It may also contain supplementary cementitious material. Portland cement, aggregate, water, and supplementary cementitious material shall conform to the requirements of Section 1006. If approved by the Engineer, chemical admixtures may be used. Chemical admixtures shall conform to the requirements of Subsection 1006-2.04, except no admixtures containing chlorides or nitrates shall be used. Air-entraining admixtures, conforming to the requirements of Subsection 1006-2.04, will be required for grout placed at elevations of 3000 feet or above.

The grout shall meet the requirements given in the table below.

Minimum Cementitious Material Content: Lbs per CY (See Note 1)	**Maximum Water/Cementitious Material Ratio (w/cm): Lb./Lb.**	**Slump: Inches** (See Note 2)	**Air Content: Percent** (See Note 3)
850	0.60	9 ± 2	0 – 8
Note 1: A maximum of 25 percent of the cementitious material, by weight, may consist of an approved Class F fly ash, conforming to the requirements of ASTM C 618.			
Note 2: When grout is used for Grouted Riprap, the slump shall be in the appropriate range to permit gravity flow into the interstices with limited spading and brooming. The consistency of the grout shall be as approved by the Engineer.			
Note 3: For placement of grout at elevations of 3000 feet or above, the air content shall be a minimum of 4 percent and a maximum of 8 percent.			

The aggregate shall consist of fine aggregate; however, at the option of the contractor, No. 8 coarse aggregate may be used in the grout. If No. 8 coarse aggregate is used, the volume shall be a maximum of 35 percent of the total aggregate volume.

For plant-mixed grout, the proportioning, mixing, and placing shall be in accordance with the applicable requirements in Section 1006.

For on-site mixing, grout that has been mixed more than one hour shall not be used.

Retempering of grout will not be permitted.

(923CBOJT, 04/14/15)

ITEM 9230002 - CONTRACTOR BASED ON-THE-JOB TRAINING:

1.0 Description:

1.01 Purpose:

The contractor shall provide on-the-job training (OJT) aimed at moving minorities, women, economically disadvantaged, and veteran trainees into journey-level positions in various types of construction trades or job classifications through a contractor-based OJT program. The contractor-based approach assigns contractors annual training goals for a specific number of trainees and hours. The contractor is provided the flexibility to meet the annual trainee and training hour goals on any transportation projects in the United States throughout the year, rather than on a project-by-project basis. Contractors may include ADOT and non-ADOT projects as long as more than 40 percent of the training hours are completed on ADOT projects.

Training of minorities and women toward journey-level status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority, women, economically disadvantaged, and veteran trainees to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

1.02 Program Summary:

The Department has established a Contractor Based On-The-Job Training Pilot Program for a one year period from July 1, 2015 to June 30, 2016. All successful bidders will automatically be placed in the Pilot Program beginning on July 1, 2015. Standard OJT requirements associated with individual projects will no longer be applied at the project level for new projects. OJT requirements will be applicable on an annual basis for each contractor performing work on ADOT projects. During the OJT Pilot Program each contractor meeting the threshold described in Subsection 1.04 of this Training Special Provision will be required to provide training for **one trainee** for a minimum of **1000 hours.** The 1000 hours may be completed by one or more trainees; if a trainee reaches program completion before completion of the 1000 hours then an additional enrolled trainee may be used to complete the remaining training hours. For example, if a trainee reaches program completion after 700 hours, the contractor is required to provide an additional 300 hours of training to an enrolled trainee in order to meet its annual OJT goal.

Contractors may also assign OJT Trainees to be trained by subcontractors on any project with ADOT approval. However, the contractor will only receive credit towards its annual goal for hours earned by its own OJT Trainees. The contractor's OJT Trainees must be

employed by the contractor and be enrolled in an approved training program as described in Subsection 2.01 of this Training Special Provision.

Hours earned by a subcontractor's OJT Trainees on a project will be credited to that subcontractor's annual training goal and the contractor shall reimburse the subcontractor in accordance with Subsection 2.02 of this Training Special Provision.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey-level status or in which they have been employed at journey-level status. The contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case.

The trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journey-level status individuals in the various classifications. The ratio of apprentices and OJT Trainees to journey persons shall not be greater than permitted by the terms of the approved training program being utilized. When a specific ratio is not provided, the ratio of apprentices and OJT Trainees to journey persons expected to be on the contractor's work force during normal operations shall fall between 1:10 and 1:4, pursuant to 23 CFR 230.111(c)(10).

1.03 Definitions:

"OJT Trainee" herein refers to (a) a minority, female, veteran or economically disadvantaged individual enrolled in either a State of Arizona registered apprenticeship program or ADOT's OJT program and (b) any other individual ADOT approves for enrollment in such an apprenticeship or OJT program and for credit toward the OJT Goals.

"Program Completion" herein refers to the point in time when a trainee in the ADOT OJT Program has completed the required number of levels and hours of training within a calendar year for a designated craft classification or a registered Apprenticeship program, or has achieved journey-level status.

"Journey-Level Status" applies to a person who has completed a registered apprenticeship program or is an experienced worker, not a trainee, and is fully qualified and able to perform all of the duties of a specific trade without supervision.

"Economically Disadvantaged Persons" applies to a person who:

- Receives, or is a member of a family and/or household, which receives cash payments under a Federal, State, or local income-based public assistance program.
- Is a member of a family and/or household that receives (or has been determined within the 6-month period prior to registration for the program involved to be eligible to receive) Food Stamps/EBT card under the Food Stamp Act of 1977.

- Is a foster child on behalf of whom State or local government payments are made.
- Does not have a high school diploma or GED.
- Is from a family whose total annual household income is below the federal poverty limits. See Appendix A of the *OJT Guidelines and Procedures* document found at http://azdot.gov/business/business-engagement-and-compliance/on-the-job-training-program/ojt-contract-compliance.

1.04 Annual Training Goal:

During the OJT Pilot Program, each contractor that was awarded ADOT federally funded construction contracts, as a prime contractor, for $2,000,000 or more between October 1, 2013 and September 30, 2014 will be assigned an annual OJT goal to train a minimum of one trainee for a minimum of 1000 hours. The trainee shall receive training in the same construction trade or job classification from July 1, 2015 to June 30, 2016 with the aim of eventually achieving journey-level status. If the contractor is not awarded an ADOT federally funded contract during the pilot program period, they will not be required to meet the assigned annual OJT goal.

If a contracting firm is not assigned an annual OJT goal, it is not required to provide on-the-job training on ADOT projects regardless of whether OJT hours are included in the project bid schedule. If the contractor chooses to provide training to a registered OJT trainee on an ADOT federal-aid project although they do not meet the above criteria, the contractor will be reimbursed as described in Subsection 2.02 of this Training Special Provision.

The contractor shall make every possible effort to provide additional trainees with training and shall see that all trainees are afforded every opportunity to participate in as much training as is practically possible to provide. Contractors will not be required to meet OJT goals on individual contracts, but must meet the assigned annual training goal for the assigned number of OJT Trainees and hours by the end of the year.

Since not every OJT Trainee that enrolls in the program will complete the program, the contractor is encouraged to enroll sufficient numbers of OJT Trainees (well beyond the number of its annual training goal) to help ensure that it will meet its annual OJT goal if some OJT Trainees drop out of the program during the year. The contractor must carefully screen, hire, and support trainees that are likely to meet or exceed the 1000 hours of OJT during the calendar year, eventually earn journey-level status, and be retained as part of its workforce.

2.0 Requirements:

2.01 Approved Training Programs:

For this Contractor-Based OJT Program, the ADOT Business Engagement & Compliance Office (BECO) will only recognize two types of contractor based training programs. The programs are:

- The Department's OJT Program as approved by FHWA and described at http://azdot.gov/business/business-engagement-and-compliance/on-the-job-training-program/ojt-contract-compliance or
- Registered Apprenticeship and OJT programs registered with the Bureau of Apprenticeship, U.S. Department of Labor and/or the State of Arizona.

Contractors must use one or both of these programs. The contractor shall indicate which OJT program it is using for each trainee on his/her Trainee Enrollment form. It is the intention of these provisions that training be provided in the construction crafts rather than for office support positions. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

All training programs shall be administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts. The Department reserves the right to request documentation that the contractor's training program fulfills these obligations. Contractors shall ensure that each trainee does not exceed the maximum number of training hours required for the completion of the selected training program unless prior approval is received from the Engineer.

2.02 Reimbursement:

The contractor will be reimbursed $3.00 per hour of training provided to a trainee on an ADOT federal-aid project up to the maximum number of hours approved for reimbursement on the project and shown in the project bid schedule. Reimbursement will not be made for a trainee's hours that exceed the maximum number of training hours required for the completion of his/her training program. In addition, the contractor will not be reimbursed for hours in excess of the maximum training hours shown on the project bid schedule unless written approval is received in advance from the Engineer.

The maximum number of hours approved for reimbursement on each ADOT federal-aid contract will be calculated by the Department, based on the engineer's estimate for the project and the contract time.

The trainee will be paid the appropriate trainee Davis-Bacon wage rates for training classifications/crafts on federally-funded projects. The contractor shall compensate OJT Trainees according to pay levels and percentages outlined in the ADOT Training Program

Manual found at http://azdot.gov/business/business-engagement-and-compliance/on-the-job-training-program/ojt-contract-compliance.

Contractors shall reimburse subcontractors for the subcontractor's trainees on ADOT federally funded projects at least 75-percent of the amount paid to the contractor by the Department per training hour.

2.03 Submittals:

The contractor shall complete and submit the following to BECO:

- *OJT Program Trainee Enrollment Form* for approval for each proposed minority, female, veteran, economically disadvantaged, and other OJT Trainee throughout the year as each individual is hired. The form shall be submitted to BECO within the first week of hire if working on an ADOT project. If the contractor is working on an ADOT project, the form shall also be submitted to the Engineer.

  In addition, if the contractor is working on an ADOT construction project, the contractor shall submit the *OJT Program Trainee Enrollment Forms* of all current trainees to the Engineer at the Preconstruction Conference.

- Contractors shall enter trainee hours worked on ADOT construction projects on a weekly basis into the web-based Labor Compliance System, LCPtracker. Trainee hours not entered into LCPtracker by the 15th of each month for the preceding month will be considered delinquent. Trainee hours on non-ADOT contracts shall be entered into LCPtracker on a monthly basis.

- *OJT Monthly Progress Report Form* shall be submitted for each month by the 15th of the following month.

- *OJT Monthly Trainee Progress Report Form* shall be submitted for each trainee for each month by the 15th of the following month.

- *OJT Trainee Termination/Completion Form* when an OJT Trainee completes 1000 or more hours in the same construction trade or job classification within a calendar year, achieves journey-level status, terminates employment with the contractor, or withdraws from the OJT program.

- *OJT Annual Summary Report Form* by July 15, 2016 for the Pilot Program as described in Subsection 4.02 of this Training Special Provision.

The contractor's June monthly reports and uploads into LCPtracker submitted after July 31st will not be accepted or considered towards goal attainment for the previous calendar year.

All forms and Guidelines and Procedures for the Contractor-Based OJT program are available online at http://azdot.gov/business/business-engagement-and-compliance/on-the-job-training-program/ojt-contract-compliance.

The contractor shall retain the training records for all OJT Trainees for a period of five years following the completion of the trainee's work on contracts documenting his performance under this Training Special Provision. Such records shall be available at reasonable times and places for inspection or review by ADOT and the Federal Highway Administration.
The contractor is required to meet the assigned annual OJT goal if they are awarded federally funded ADOT construction contract(s) during the year. In anticipation of obtaining an ADOT contract, contractors are encouraged to begin registering trainees with the Department using the OJT Program Trainee Enrollment Form at the beginning of the year. In order to count training hours toward the goal, the trainee must be registered with the Department and their hours must be entered monthly into the LCPtracker system as described in this specification.

2.04 OJT Liaison:

The contractor shall designate an OJT Liaison that shall be responsible for monitoring and administering its OJT Program and monitoring the trainees' progress. The OJT Liaison shall serve as the point of contact for the Department regarding information, documentation, and conflict resolution relating to the contractor's OJT program. The contractor shall furnish each trainee a copy of the Training Program, monthly reports that reflect their training hours accumulated to date and other documentation related to the training program. The contractor shall further make every reasonable effort to provide training that develops the skills outlined in the training program. The contractor shall furnish each trainee, upon successful completion of their training program, a certificate showing the type and length of training satisfactorily completed.

2.05 Training Hours:

Credit towards the contractor's annual training goal shall be earned as follows:

- Credit will be allowed towards the contractor's annual goal for the year in which the trainee entered training.

- Credit will be allowed for each trainee employed on a project, pending official enrollment, for all documented hours completed.

- Credit will be allowed for a terminated trainee if the contractor demonstrated a good faith effort to meet the goal and the trainee completed more than 90% of the training hours required for the year.

Credit will not be allowed when the contractor fails to provide the required training or does not make a satisfactory good faith effort to meet the requirements of the program.

2.06 Program Completion:

A trainee will be considered to have completed the program once the trainee completes the required number of levels and hours of training for the same craft or classification within a year, completes a registered apprenticeship program, or achieves journey-level status as determined by the contractor. Once a trainee completes a specific training level for a classification, the contractor will not be permitted to resubmit that trainee for enrollment or reimbursed at that same level, unless approved in advance by the Engineer.

Upon completion of the program, the contractor shall notify BECO so that a Certificate of Completion can be issued to the trainee showing the type and length of training satisfactorily completed.

3.0 Good Faith Efforts:

Whenever a contractor requests ADOT approval of someone other than a minority, economically disadvantaged individual, woman, or veteran for credit towards its annual training goal, the contractor shall submit documented evidence of its Good Faith Efforts to fill that trainee position with a minority, female, veteran, or economically disadvantaged individual. Documentation of Good Faith Efforts shall be made by completing and submitting the Good Faith Effort form and supporting documentation to BECO.

Good Faith Efforts are those efforts designed to achieve equal opportunity through positive, proactive, and continuous result-oriented measures (23 CFR 230.409(g)(4)). Good Faith Efforts should be made as trainee hiring opportunities arise. More information on Good Faith Efforts is available in the *OJT Guidelines and Procedures* document available on BECO's website.

4.0 ADOT Program Monitoring:

4.01 Site Visits:

BECO may conduct periodic site visits to a contractor's worksite to review OJT Program compliance, as part of a FHWA required Contractor Compliance Program Review process. The site reviews may include, among other activities, interview of trainees, the contractor, and its employees. The contractor shall cooperate in the review and make its employees available. The contractor's OJT Liaison shall be available to meet with BECO staff as well as be available to respond to periodic emails and phone calls from BECO to check on the

progress of OJT Trainees. BECO will make every effort to ensure minimal disruption to a contractor's work.

4.02 Determination of Compliance:

An OJT Annual Summary Report Form for the previous 12 months (July 1, 2015 to June 30, 2016) shall be submitted to BECO by July 15, 2016 for the Pilot Program. The report shall provide an accurate account of all trainee hours; identifying each trainee by name, ethnicity, and gender and identifying each project and/or contract, listing the contracting agency, whether they are ADOT projects/contracts, whether they are federally funded projects/contracts, and the trainee hours attributed thereto. The report shall include written explanation and documentation of Good Faith Efforts, if the contractor fails to meet its goal.

BECO will review the contractor's OJT Monthly and Annual Reports and Good Faith Effort documentation. BECO will determine whether the contractor has met the assigned annual training goal or made a good faith effort to do so. BECO will communicate its decisions in writing to the contractor.

If a contractor has neither attained its goal nor submitted adequate Good Faith Efforts documentation, ADOT will issue a Show Cause Notice outlining its findings of non-compliance. Within 30 days of receiving the Show Cause Notice, the contractor may submit a written response to the Show Cause Notice providing argument and evidence in opposition to the Department's findings of non-compliance.

If a contractor fails to submit a written response to the Show Cause Notice within the specified period or the written response to the Show Cause Notice does not cause ADOT to change its findings of non-compliance, ADOT will issue its Final Notice to the Contractor regarding the non-compliance.

9240010- FORCE ACCOUNT WORK (ON-SITE BIOLOGIST):

1 Description:

In the event that ground disturbing activities are to occur within the drainage, drainage easement, or wetland during the summer rains from July 1 through September 30, the contractor shall retain the services of a biologist for this project as specified in the environmental mitigations measures and in this item specification. The contractor shall submit, for approval, to the Engineer the resume of the proposed biologist at the preconstruction conference. The Engineer will review the resume and may schedule for interview with the biologist(s) before approving the final selection. The Engineer will notify the contractor within ten days of the acceptability of the biologist. Upon notification by the Engineer of an acceptable biologist, the contractor shall retain the biologist. For the qualified biologist requirements see Appendix-B

The biologist shall perform a survey for Chiricahua leopard frog within 10 days prior to the start of ground disturbing activities as required by the Specifications and as directed by the

Engineer. The biologist shall provide a memo with the result of the biological survey to the Arizona Department of Transportation Environmental Planning Group Biologist.

The contractor shall coordinate with the Engineer and the Environmental Planning Group Biologist if the Chiricahua leopard frog(s) is/are present in the drainage, drainage easement, or wetland areas. In the event that any species of frog is found to be present in the work areas during active construction, work shall cease within 100 feet of the drainage and the Environmental Planning Group Biologist contacted to determine appropriate actions.

2 **Method of Measurement and Basis of Payment:**

ITEM 9240010-FORCE ACCOUNT WORK (ON-SITE BIOLOGIST) will be measured and paid for in accordance with Subsection 109.04(D) of the Specifications.

(924CQC, 3/02/09)

ITEM 9240170 - CONTRACTOR QUALITY CONTROL:

1.0 Description:

The work under this section shall consist of furnishing all personnel, materials, supplies, facilities and equipment necessary to perform all certification of test equipment, sampling, testing, and other control actions. The work shall also include the preparation of linear control charts, Weekly Quality Control Reports, and other reports and records as described in Subsection 106.04(C) of the Specifications.

2.0 Method of Measurement:

Contractor quality control will be measured for payment on a lump sum basis as a single unit of work.

3.0 Basis of Payment:

3.1 General:

The accepted quantities of contractor quality control, measured as provided above, will be paid at the contract lump sum price, which price shall be full compensation for the work, complete, as described and specified herein.

Partial payments under this item will be made in accordance with the following provisions:

(a) The first partial payment price will be the lesser of twenty five percent of the contract lump sum price for contractor quality control, or one percent of the original total contract bid amount.

(b) The remaining portion of the lump sum price will be prorated over the duration of the original contract on a monthly basis, and monthly progress payments will be made.

If adjustments to pay items covered under Contractor Quality Control are approved by supplemental agreement, an equitable adjustment to the lump sum amount for Contractor Quality Control may be made. Any adjustment to Contractor Quality Control shall be included in the supplemental agreement and the adjusted amount, less previous payments, will be prorated equally over the remaining contract period, including any related time extensions.

3.2 Delinquent Reports:

Failure of the contractor to submit complete and accurate Weekly Quality Control Reports, current to the most recent Wednesday submittal date, will be grounds for the Engineer to deduct monies from the contractor's progress payment.

For each Weekly Quality Control Report that is not complete and accurate, and not submitted to the Engineer by the Wednesday submittal date specified in Subsection 106.04(C)(6), the Department will deduct $2,500.00 from the progress payment for the current month.

For each delinquent Weekly Quality Control Report submitted to the Engineer within 10 business days of the original Wednesday due date, $2,000.00 will be returned on the next regular estimate, provided all of the requirements specified herein and in Subsection 106.04(C)(6) have been met, and the report is complete and accurate. No deducted monies will be returned for reports submitted more than 10 business days beyond the original Wednesday due date.

All deducted monies which are retained by the Department, as specified above, are liquidated damages.

(925SRVY, 02/20/08)

SECTION 925 - CONSTRUCTION SURVEYING AND LAYOUT:

925-5 Basis of Payment: the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of $65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of $100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of $135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of $100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of $70 per hour.

(1001MATL, 12/14/09)

SECTION 1001 MATERIAL SOURCES: of the Standard Specifications is revised to read:

1001-1 Description:

The work under this section shall consist of the procuring of borrow, topsoil, subbase and base materials, mineral aggregates for concrete structures, surfacing, and landscape plating, from sources either designated on the project plans or in the Special Provisions or from other sources.

1001-2 General:

The contractor shall determine for itself the type of equipment and work required to produce a material meeting the specifications.

Sites from which material has been removed shall, upon completion of the work, be left in a neat and presentable condition. Where practicable, borrow pits, gravel pits, and quarry sites shall be located so that they will not be visible from the highway.

The contractor shall provide an Environmental Analysis, as specified in Subsection 104.12, for any source proposed for use regardless of whether an approved Environmental Analysis exists for the site.

In accordance with Subsection 104.12, the contractor may incorporate an existing Environmental Analysis approved after January 1, 1999, provided that the analysis is updated as necessary to be in compliance with current regulations and with the contractor's planned activities.

It shall be the responsibility of the contractor to conduct any necessary investigations, explorations, and research, on-site and otherwise, before and after submitting the bid proposal, to satisfy itself that the specified quantity and/or quality of material exists in any proposed material source.

The Department makes no representation regarding quality or quantity of materials in any source.

1001-2.01 Material Sources in Flood Plains:

Any material source located in a flood plain and proposed for use on the project shall be reviewed by the appropriate agency having flood plain management jurisdiction for the area in which the proposed source is located. The contractor shall obtain a letter from the governing flood plain agency addressed to the Engineer, certifying that the location of the proposed source conforms to the requirements of the floodplain management agency.

Contractors seeking a flood plain material source are cautioned that Section 404 of the Clean Water Act may prevent use of the source unless an appropriate permit is first obtained from the U.S. Army Corps of Engineers.

Except for surplus material from agency-administered flood control management projects, borrow material shall not be obtained from any area situated in the 100-year flood plain of any stream or watercourse, and located within one mile upstream and two miles downstream of any highway structure or surfaced roadway crossing. Surplus material from agency-administered flood control management projects may be used as borrow material only if the contractor submits written evidence to the Engineer that the flood control agency project was fully designed and funded prior to the date of advertisement for bids on the Department project.

Material sources in flood plains located on Native American Indian Reservations will be considered for use based on an individual analysis. The analysis shall include a review of applicable land use plans, flood plain management plans, environmental plans, applicable laws and regulations pertaining to Indian Reservations, and an engineering analysis of the effects on any highway facility or structure. The contractor shall obtain from the Native American Tribal Council all permits, licenses, and approvals and present to the Department for review. The Department will review each request on a case by case basis.

1001-2.02 Information Available:

The Department's Materials Group maintains a listing of materials sources for which a completed Environmental Analysis is available and the landowner has allowed the source to be placed on the list. In addition, Materials Group maintains files for those sites for which the Department holds an easement, license, permit, lease, or other right, as well as a General Plan of Operation and Restoration. The contractor may contact the Materials Group at (602) 712-7231 for information and may review the files located at 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740.

Contractors are advised that an agency having jurisdiction over the source, such as the Forest Service, Bureau of Land Management, Bureau of Reclamation, the State Land Department, etc., or the owner, as a condition to the use of the source, may have imposed certain obligations. The contractor who uses such a source shall assume full contractual responsibility for any and all of these obligations imposed either by the agency having jurisdiction or by the owner. Contractors considering such a source shall make themselves fully aware of any and all requirements imposed by the Department and the landowners.

The contractor may propose the use of these or other sources, provided that all requirements of the specifications have been met.

It shall be the responsibility of the contractor to comply with the provisions of the Environmental Analysis and with current laws, rules, and regulations.

The Department makes no representation regarding quality or quantity of materials in any source.

It shall be the responsibility of the contractor to conduct any necessary investigations, explorations and research, on-site and otherwise, to satisfy itself that the specified quantity and/or quality of material exists in any material source.

1001-2.03 Usage of Materials:

Approval of the use of any source shall be limited to the specific contract and purpose for which the use of the source was obtained.

1001-2.04 Royalty Charges:

If the Engineer approves a source for which the Department holds an easement, license, permit, lease, or other right with the landowner or controlling agency that includes requirements for the payment of royalties, the amount of the royalty charges and the name and address of the party to whom royalties are to be paid will be available from the Materials Group, 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740.

Prior to the time of final payment, the contractor shall furnish the Engineer with evidence that all royalty charges have been paid. Such evidence shall consist of a waiver, release, or other written acknowledgement from the owner that all of the contractor's obligations to the owner have been met. In the event that royalty charges have not been paid, the Department reserves the right to make such payment and to deduct the amount of such payment from monies due the contractor.

The final billing and payment for material extracted from sources under the jurisdiction of the State Land Department will include a small administrative charge based on the total amount of royalties due for materials removed.

Upon receipt of the final billing from the Department of Transportation, the contractor shall mail a check, payable to the State Land Department, addressed as follows:

Arizona Department of Transportation
Field Reports Section
206 South 17th Avenue
Phoenix, Arizona 85007

1001-2.05 Performance Bonds:

If sources are under the jurisdiction of either the State Land Department or the Bureau of Land Management, the contractor shall secure a performance bond. A fully executed copy of the bond shall be furnished to the Engineer along with evidence that a fully executed copy has been sent to the State Land Department or the Bureau of Land Management.

The form of the Performance Bond will be available from the Materials Group, 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740. For pits under the jurisdiction of the Bureau of Land Management, the surety shall be a company listed under "Surety Companies

Acceptable on Federal Bonds." This list is published annually as of July 1 in the Federal Register.

Performance bonds shall be conditioned upon the compliance with the requirements of the State Land Department and the Bureau of Land Management and the requirements of the specifications for the clearing of pit sites, the removal of material and the cleaning up of pit sites.

Copies of fully executed performance bonds shall be mailed as follows:

State Land Commission	Bureau of Land Management
State Land Department	Manager, Land Office
1624 West Adams Street	222 North Central Avenue
Phoenix, Arizona 85007	Phoenix, Arizona 85004

1001-2.06 Sampling and Testing:

The results of any sampling and testing accomplished by the Department will be available from the Materials Group, 1221 N. 21st Avenue, Phoenix, Arizona 85009-3740.

1001- 2.07 Plan of Operation and Restoration:

The contractor shall determine whether the Department holds an easement, license, permit, lease or other right, for any proposed material source. For such sites, a project-specific Plan of Operation and Restoration will be required. The contractor shall obtain a copy of the related document and the Department's General Plan of Operation and Restoration for the proposed site from the Materials Group. The contractor shall prepare and submit to the Engineer a project-specific Plan of Operation and Restoration which shall follow the format of the Department's General Plan of Operation and Restoration, and shall take into account the requirements of the Environmental Analysis, as well as any restrictions placed on the use of the source by the landowner or agency.

The proposed source will not be approved without an approved project-specific Plan of Operation and Restoration. Approval of the contractor's project-specific plan does not constitute approval of the use of the source.

The contractor shall identify and provide a person in charge of the operation. That person shall maintain copies onsite of the Department's General Plan of Operation and Restoration, the contractor's approved project-specific Plan of Operation and Restoration, the current Environmental Analysis, and the license and permits issued to the Department by the landowner or agency.

1001-3 Proposed Source:

1001-3.01 Approval Requirements:

(A) General:

The contractor shall promptly advise the Engineer as to the source that it proposes to use.

The contractor acknowledges that all the conditions set forth in this subsection shall be met prior to the source being approved for use.

Other than sampling and testing, the requirements of this subsection shall be completed prior to initiation of any activities that disturb the existing conditions at the proposed source.

The contractor further acknowledges that no additional compensation will be made on account of any delays in preparing or modifying the Environmental Analysis, obtaining approval for the use of a source, or the failure to obtain approval of a source. An extension of contract time may be granted only in accordance with Subsections 104.12 or 1001-3.01(B)(4).

Regulatory changes, specification changes, or other reasons may preclude the approval of a materials source. The contractor acknowledges that the Department may refuse to approve a material source even if the Department had approved the source for other projects.

If all of the requirements for approval of a materials source have been accomplished for the project, and the Engineer has approved the source for use on the project and, subsequent to that approval, the Environmental Analysis is rescinded, the contractor may request a revision to the contract in accordance with Subsection 104.02 and 108.08. In reviewing the contractor's request, the Department will take into account the following factors. Additional factors may be considered.

(1) Whether the contractor was in compliance with the requirements of the Environmental Analysis and, if applicable, the site-specific Plan of Operations and Restoration.

(2) Whether the reasons for rescinding the approval were reasonably foreseeable.

(3) Whether the action taken was the result of regulatory changes.

(4) Whether deficiencies unrelated to the Environmental Analysis may have rendered the source unacceptable.

(5) Whether rescinding the approval was the sole cause of any impact to controlling activities on the project.

(B) Specific Conditions For Approval:

The use of a source will require written approval by the Engineer. No approval will be given until the contractor has complied with the following conditions:

(1) The contractor has submitted an Environmental Analysis, as specified in Subsection 104.12, of the source proposed for use and the Department has reviewed the analysis and satisfied itself that the use of such source will not have an adverse social, economic or environmental impact. The requirements of Subsection 1001-3.01 shall be completed prior to initiation of any activities that disturb the existing conditions at the proposed source, except for exploring test areas as specified in Subsection 1001-3.02.

(2) The contractor has furnished the Engineer with evidence that he has secured the rights to the source, including ingress and egress.

(3) The Department has determined that the material from the proposed source not only meets the requirements, but is also compatible with the established project design criteria developed by the ADOT Materials Group and based on the soil support value of the embankment; and the sampling and testing as herein specified has been satisfactorily completed.

(4) The contractor has furnished a fully executed copy of the Performance Bond as specified in Subsection 1001-2.05.

(5) When required, the contractor has submitted, and the Department has approved, the site-specific plan of operations and restoration as specified in Subsection 1001-2.07.

The contractor shall also notify the Arizona Department of Agriculture, in accordance with the Arizona Native Plant Law, at least 30 days prior to any clearing operations of less than 40 acres on private land, 60 days prior to clearing operations of 40 or more acres on private land, and 60 days prior to any clearing of state land, regardless of size. If the Engineer is convinced that the contractor has made every effort to comply with the provisions of the Arizona Native Plant Law in contacting the Department of Agriculture, the Engineer will increase the number of contract days by the amount of time required for action by the Department of Agriculture. The increase will not exceed 45 calendar days and will be concurrent with any increase allowed for the preparation of the Environmental Analysis.

(C) Historical and Cultural Resources:

If the Department determines that the proposed use will have major adverse impact on cultural or historic resources, the Department will not allow the use of the source.

(D) Permit from Navajo Nation:

For projects located on the Navajo Reservation, the Navajo Nation has adopted a permitting system for any sources, regardless of whether on or off the Navajo reservation, which are to supply material for projects located within its boundaries. No material source will be approved until the contractor submits a copy of the permit from the Navajo Nation allowing materials from the proposed source to be used on the project. For information concerning the permit, the contractor shall contact the Navajo Nation Historic Preservation Office.

1001-3.02 Testing Requirements:

The contractor shall furnish equipment and personnel and shall obtain representative samples of the material under the supervision of the Engineer. At the option of the contractor, the material shall be tested by either the Department or by a testing laboratory approved by the Department. The cost of all sampling and testing done for the purpose of attaining approval of any source, including the cost of supervision by the Engineer, shall be borne by the contractor.

If testing is performed by a testing laboratory, the contractor shall arrange for the samples to be delivered to the testing laboratory. Tests shall be performed using appropriate test procedures referred to in the sections of the specifications in which the specific material requirements are described.

The contractor shall make the arrangements necessary to see that the testing laboratory submits the results of the tests to ADOT Materials Group. The contractor shall submit to ADOT Materials Group sufficient quantity of material from the samples taken so that ADOT Materials Group may test the materials, at the Department’s expense, and verify the results.

Exploratory sampling and testing activities conducted prior to the Department's approval shall be limited so as to cause the minimum amount of vegetation removal and surface disturbance required to obtain representative samples. The contractor shall not produce material, mobilize crushing equipment or clear a worksite prior to approval of the Environmental Analysis.

The contractor may request an exemption from the testing requirements specified in this subsection upon presentation of evidence to the satisfaction of the Engineer that the material that will be produced on the project is sufficiently similar to material that has been previously acceptable to the Department on projects with similar materials specifications.

No approval of the source shall be assumed, nor will it be made, until the Department has determined that the material meets the specified requirements.

The contract time will not be adjusted because of any time required by either the contractor or the Department to sample and test the material and to determine the quality of the material.

1001-4 Special Access:

The contractor may make a request to the Engineer to approve special access to a controlled access highway if special access is not shown on the project plans.

The request by the contractor shall be accompanied by an Environmental Analysis and by documents which specify the point(s) of access, the acquisition of right-of-way, the manner in which access will be attained, the traffic control plan, and crossovers, along with all other appropriate data which will allow the Engineer to evaluate its request. If the request is approved, a supplemental agreement shall be entered into.

All costs associated with the special access requested by the contractor shall be borne by the contractor, including, but not limited to, cattle guards, fences, gates and restoration work.

When access is not being utilized, gates shall be closed and locked. Upon completion of all operations, the area within the right-of-way that has been disturbed shall be restored to the condition existing prior to the contractor's operations.

(1003REBAR, 01/26/16)

SECTION 1003 REINFORCING STEEL:

1003-1 General Requirements: the first paragraph of the Standard Specifications is revised to read:

Reinforcing steel shall be furnished in the sizes, shapes, and lengths shown on the plans and in conformance with the requirements of the specifications.

Certificates of Compliance conforming to the requirements of Subsection 106.05 shall be submitted for epoxy coated reinforcing bars, as well as uncoated reinforcing bars, wire, and welded wire fabric. In addition, for epoxy coated reinforcing bars, Certificates of Compliance shall be required from the coating manufacturer and Certificates of Analysis shall be required from the coating applicator.

1003-2 Reinforcing Bars: the first paragraph of the Standard Specifications is revised to read:

Except when used for wire ties or spirals, steel bars used as reinforcement in concrete shall be deformed and shall conform to the requirements of ASTM A 615. Unless otherwise specified, steel bars meeting the requirements of ASTM A 706 may be substituted for ASTM A 615 steel bars. When ASTM A 706 bars are used, tack welding of the reinforcement will not be permitted unless approved in writing by the Engineer.

1003-3 Wire: of the Standard Specifications is revised to read:

Steel wire used as spirals or ties for reinforcement in concrete shall conform to the requirements of ASTM A 82.

1003-5.02 Epoxy for Coating: the first paragraph of the Standard Specifications is revised to read:

A list of powdered epoxy resins which have passed prequalification tests, as described in ASTM A 775, “Epoxy-Coated Steel Reinforcing Bars”, and which may be used if the material is applied and cured in the same manner as that used to coat the test bars in the original powder prequalification test may be found on the Department’s Approved Products List. Copies of the most current version are available on the internet from the ADOT Research Center through its Product Evaluation Program.

1003-5.02 Epoxy for Coating: the fifth paragraph of the Standard Specifications is revised to read:

The contractor shall furnish a Certificate of Compliance from the coating manufacturer, conforming to the requirements of Subsection 106.05. The Certificate of Compliance shall properly identify the batch and/or lot number, material, quantity of batch, date of manufacture, name and address of manufacturer, and a statement that the material is the same composition as the initial sample prequalified for use. The certificate shall also state that production bars and prequalification bars have been identically prepared and applied with epoxy powders.

1003-5.03 Application of Coating: the second paragraph of the Standard Specifications is revised to read:

The surface to be coated shall be blast cleaned in accordance with the requirements of the Society for Protective Coatings, Surface Preparation Standard SSPC-SP10, Near White Blast Cleaning.

1003-5.03 Application of Coating: the fifth paragraph of the Standard Specifications is revised to read:

The epoxy coating shall be applied as a smooth uniform coat. After curing, the coating thickness shall be ten ± two mils. Coating thickness shall be controlled by taking measurements on a representative number of bars from each production lot. Coating thickness measurements shall be conducted by the method outlined in the Society for Protective Coatings Paint Application Standard SSPC-PA2.

1003-5.03 Application of Coating: the ninth and tenth paragraphs of the Standard Specifications are revised to read:

The contractor shall furnish a Certificate of Analysis from the coating applicator, conforming to the requirements of Subsection 106.05, with each shipment of coated steel. In addition

to the requirements of Subsection 106.05, the Certificate of Analysis shall state that the coated items and coating material have been tested in accordance with the requirements of this subsection and that the entire lot is in a fully-cured condition.

The coating applicator shall be responsible for performing quality control and tests. This will include inspection and testing to determine compliance with the requirements of this subsection for the coating thickness, continuity of coating, coating cure, and flexibility of coating.

(1005PG, 7/01/14)

SECTION 1005 BITUMINOUS MATERIALS:

1005-2 **Sampling of Bituminous Material:** the first sentence of the first paragraph of the Standard Specifications is revised to read:

Sampling of bituminous material shall conform to the requirements of Arizona Test Method 103.

1005-3.01 **Asphalt Cement:** the second paragraph of the Standard Specifications is revised to read:

If PG 76-22 TR+ asphalt binder is used, it shall conform to the requirements of Table 1005-1a.

If PG 70-22 TR+ asphalt binder is used, it shall conform to the requirements of Table 1005-1b.

If PG 64-28 TR+ asphalt binder is used, it shall conform to the requirements of Table 1005-1c.

1005-3.04 **Emulsified Asphalt (Special Type):** of the Standard Specifications is revised to read:

Emulsified asphalt (special type) shall consist of Type SS-1 or CSS-1 diluted with water to provide an asphalt content not less than 26 percent. The water used must be potable. The material shall not be diluted in the field.

TABLE 1005-1: "Creep Stiffness of PAV Binder" in Table 1005-1 of the Standard Specifications is revised to read:

TABLE 1005-1 ASPHALT BINDER ADJUSTMENT TABLE			
Test Property	AASHTO Test Method	Test Result	Percent of Contract Unit Price Allowed
Creep Stiffness of PAV Binder: S, MPa	T 313	≤ 300 301-330 331-450 451-600 > 600	100 95 85 75 65 (1)

TABLE 1005-1b: **PG 70-22 TR+ ASPHALT BINDER** is hereby added to the Standard Specifications:

TABLE 1005-1b PG 70-22 TR+ ASPHALT BINDER				
Test Property	Test Method	Requirement	Test Result	Percent of Contract Unit Price Allowed
Solubility in Trichloroethylene, %, minimum	ASTM D 2042	97.5	------	------
Softening Point, °C, minimum	AASHTO T 53	54	≥ 54 51 - 53 < 51	100 85 70 (1)
Elastic Recovery, @ 10 °C, %, Minimum	AASHTO T 301	55	≥ 55 50 - 54 < 50	100 85 70 (1)
Phase Angle (δ), @ 70 °C @ 10 rad/sec, degrees, maximum	AASHTO T 315	75	≤ 75 76 - 83 > 83	100 85 65 (1)
(1) Reject Status: The pay adjustment applies if allowed to remain in place.				
Notes:				

PG 70-22 TR+ asphalt binder shall contain a minimum of 8 percent crumb rubber and a minimum of two percent SBS (styrene-butadiene-styrene) polymer.

PG 70-22 TR+ asphalt binder shall conform to the requirements of AASHTO M 320 and, in addition, shall meet the requirements specified above.

Table 1005-1 will also apply for PG 70-22 TR+ asphalt binder.

Should the bituminous material be deficient on more than one of the properties listed in Tables 1005-1 and 1005-1b, the pay adjustment will be the greatest reduction to the contract unit price specified considering individual test results.

The pressure aging temperature for PG 70-22 TR+ asphalt binder shall be 110 °C.

The crumb rubber shall be derived from processing whole scrap tires or shredded tire materials. The tires from which the crumb rubber is produced shall be taken from automobiles, trucks, or other equipment owned and operated in the United States. The processing shall not produce, as a waste product, casings or other round tire material that can hold water when stored or disposed of above ground.

TABLE 1005-1c: PG 64-28 TR+ ASPHALT BINDER is hereby added to the Standard Specifications:

TABLE 1005-1c
PG 64-28 TR+ ASPHALT BINDER

Test Property	Test Method	Requirement	Test Result	Percent of Contract Unit Price Allowed
Solubility in Trichloroethylene, %, minimum	ASTM D 2042	97.5	-----	-----
Softening Point, °C, minimum	AASHTO T 53	50	≥ 50 47 - 49 < 47	100 85 70 (1)
Elastic Recovery, @ 10 °C, %, Minimum	AASHTO T 301	55	≥ 55 50 - 54 < 50	100 85 70 (1)
Phase Angle (δ), @ 64 °C @ 10 rad/sec, degrees, maximum	AASHTO T 315	75	≤ 75 76 - 83 > 83	100 85 65 (1)

(1) Reject Status: The pay adjustment applies if allowed to remain in place.

Notes:

PG 64-28 TR+ asphalt binder shall contain a minimum of 8% crumb rubber and a minimum of two percent SBS (styrene-butadiene-styrene) polymer.

PG 64-28 TR+ asphalt binder shall conform to the requirements of AASHTO M 320 and, in addition, shall meet the requirements specified above.

Table 1005-1 will also apply for PG 64-28 TR+ asphalt binder.

Should the bituminous material be deficient on more than one of the properties listed in Tables 1005-1 and 1005-1c, the pay adjustment will be the greatest reduction to the contract unit price specified considering individual test results.

The pressure aging temperature for PG 64-28 TR+ asphalt binder shall be 100 °C.

The crumb rubber shall be derived from processing whole scrap tires or shredded tire materials. The tires from which the crumb rubber is produced shall be taken from automobiles, trucks, or other equipment owned and operated in the United States. The processing shall not produce, as a waste product, casings or other round tire material that can hold water when stored or disposed of above ground.

TABLE 1005-3a: "Elastic Recovery by means of Ductilometer" is revised and "Note 2" is added in Table 1005-3a of the Standard Specifications:

TABLE 1005-3a
POLYMERIZED CATIONIC RAPID SET (CRS-2P)
EMULSIFIED ASPHALT (1)

Tests on Emulsion:	Test Method	Requirement
Elastic Recovery by means of Ductilometer, 25 ºC (77 ºF), % minimum	AASHTO T 301 (2)	55

(2) Testing shall be performed on residue by distillation, not on residue by oven evaporation.

TABLE 1005-3b: "Elastic Recovery by means of Ductilometer" is revised and "Note 3" is added in Table 1005-3b of the Standard Specifications:

TABLE 1005-3b
POLYMERIZED HIGH FLOAT EMULSIFIED ASPHALT (1)

Tests on Emulsion:	Test Method	Requirement	
		HFE-150P	HFE-300P
Elastic Recovery by	AASHTO T 301 (3)	25	25

means of Ductilometer, 4 ºC (39.2 ºF), % minimum			
(3) Testing shall be performed on residue by distillation, not on residue by oven evaporation.			

TABLE 1005-6: PG 70-22 TR+ and PG 64-28 TR+ are added to "Paving Asphalt" in Table 1005-6 of the Standard Specifications:

TABLE 1005-6 OTHER REQUIREMENTS			
Grade of Asphalt Specification Designation	Range of Temperatures for Application by Spraying, °F (Not applicable for Plant Mixing)	Range of Aggregate Temperatures for Plant Mixing, °F	Basis of Conversion, Average Gallons Per Ton at 60 °F
Paving Asphalt	275 - 400	------	
PG 76-XX			232
PG 70-XX			233
PG 64-XX			235
PG 58-XX			236
PG 52-XX			238
PG 76-22 TR+			229
PG 70-22 TR+			230
PG 64-28 TR+			231

(1006PCC, 10/03/14)

SECTION 1006 PORTLAND CEMENT CONCRETE:

1006-1 General Requirements: of the Standard Specifications is revised to read:

Portland cement concrete shall consist of a mixture of hydraulic cement, fine aggregate, coarse aggregate, and water. It may also contain air-entraining admixtures, chemical admixtures, and supplementary cementitious materials.

The contractor shall determine the mix proportions and shall furnish concrete which conforms to the requirements of the specifications. All concrete shall be sufficiently workable, at the slump proposed by the contractor within the specified range, to allow proper placement of the concrete without harmful segregation, bleeding, or incomplete

consolidation. It shall be the responsibility of the contractor to proportion, mix, place, finish, and cure the concrete properly in accordance with the requirements of the specifications

1006-2.01 Hydraulic Cement: the second through the fifth paragraphs of the Standard Specifications are revised to read:

Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V, and shall be low alkali cement containing not more than 0.60 percent total alkali (Na_2O equivalent).

Portland-pozzolan cement shall conform to the requirements of ASTM C 595 for blended hydraulic cement with moderate sulfate resistance, Type IP (MS).

Cementitious material is defined as an inorganic material or a mixture of inorganic materials that sets and develops strength by chemical reaction with water by formation of hydrates and is capable of doing so under water. In this specification, cementitious materials are defined as: hydraulic cement (Portland cement or Portland-pozzolan cement) and supplementary cementitious material (Fly Ash, Natural Pozzolan, or Silica Fume).

Hydraulic cement shall be approved prior to its use in accordance with ADOT Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

1006-2.02 Water: the first sentence of the first paragraph of the Standard Specifications is revised to read:

The water used shall be free of injurious amounts of oil, acid, alkali, clay, vegetable matter, silt, or other harmful matter.

1006-2.03(A) General Requirements: the first paragraph of the Standard Specifications is revised to read:

When concrete is to be placed at elevations above 4,500 feet, the fine aggregate and the coarse aggregate shall be subjected to five cycles of the sodium sulfate soundness test, and the weighted percentage loss determined separately for each, in accordance with the requirements of AASHTO T 104. The weighted percentage loss determined for each shall not exceed 10 percent. Tests for soundness may be waived when aggregates from the same source have been approved and the approved test results apply to the current production from that source.

1006-2.03(A) General Requirements: the second paragraph of the Standard Specifications is hereby deleted:

1006-2.03(A) General Requirements: the fifth paragraph of the Standard Specifications is revised to read:

When aggregates are stored on the ground, the sites for the stockpiles shall be level and clear of all vegetation. The bottom one-foot layer of aggregate shall not be disturbed or used.

1006-2.03(A) General Requirements: "Lightweight particles" in the table of the ninth paragraph of the Standard Specifications is revised to read:

Lightweight particles (Specific gravity less than 2.0)	AASHTO T 113 (See Note)

1006-2.03(B) Fine Aggregate: "Lightweight particles" in the table of the second paragraph of the Standard Specifications is revised to read:

Lightweight particles (Specific gravity less than 2.0)	AASHTO T 113 (Except that the percent of lightweight particles shall be reported to the nearest 0.01%.)	1.25% (0.25% Max. Coal and Lignite*)

1006-2.03(B) Fine Aggregate: the last paragraph of the Standard Specifications is revised to read:

Fine aggregate shall be made into mortar and subjected to testing under AASHTO T 71, except that the mortar shall develop a compressive strength at seven and 28 days of not less than 90 percent of that developed by a mortar prepared in the same manner with the same Type II cement and graded sand conforming to the requirements of ASTM C 778.

1006-2.03(C) Coarse Aggregate: "Lightweight particles" in the table of the second paragraph of the Standard Specifications is revised to read:

Lightweight particles (Specific gravity less than 2.0)	AASHTO T 113 (Except that the percent of lightweight particles shall be reported to the nearest 0.01%.)	1.25% (0.25% Max. Coal and Lignite*)

1006-2.04(A) General Requirements: the first paragraph of the Standard Specifications is hereby deleted.

1006-2.04(B) Air-Entraining Admixtures: the first paragraph of the Standard Specifications is revised to read:

Air-entraining admixtures shall conform to the requirements of ASTM C 260.

Air-entraining admixtures shall be approved prior to their use in accordance with ADOT Materials Policy and Procedure Directive No. 2, "Certification and Acceptance of Chemical and Air-Entraining Admixtures for Portland Cement Concrete".

1006-2.04(C) Chemical Admixtures: the first paragraph of the Standard Specifications is revised to read:

Chemical admixtures shall conform to the requirements of ASTM C 494.
Chemical admixtures shall be approved prior to their use in accordance with ADOT Materials Policy and Procedure Directive No. 2, "Certification and Acceptance of Chemical and Air-Entraining Admixtures for Portland Cement Concrete".

1006-2.04(D) Supplementary Cementitious Material (Fly Ash, Natural Pozzolan, and Silica Fume): the first paragraph of the Standard Specifications is revised to read:

Supplementary cementitious materials may be used in addition to hydraulic cement. Supplementary cementitious materials shall be approved prior to their use in accordance with ADOT Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

1006-2.04(D) Supplementary Cementitious Material (Fly Ash, Natural Pozzolan, and Silica Fume): the last two paragraphs of the Standard Specifications are revised to read:

When a supplementary cementitious material with a calcium oxide content greater than 15 percent is proposed, the hydraulic cement/supplementary cementitious material blend shall be tested for sulfate expansion in accordance with ASTM C 1012. The maximum expansion shall be 0.10 percent at six months.

When either moderate or high sulfate resistant concrete is specified in the Special Provisions, the proposed hydraulic cement/supplementary cementitious material blend shall be tested for sulfate expansion in accordance with ASTM C 1012. When moderate sulfate resistance is specified, the maximum expansion shall be 0.10 percent at six months. When high sulfate resistance is specified, the maximum expansion shall be 0.05 percent at six months or 0.10 percent at one year.

1006-2.05 **Concrete Curing Materials:** the second paragraph of the Standard Specifications is revised to read:

Acceptance of concrete curing materials shall be as specified in ADOT Materials Policy and Procedure Directive No. 3, "Curing Compounds".

1006-3.01 **Design Criteria:** Table 1006-A of the Standard Specifications is revised to read:

TABLE 1006-A

Class of Concrete	Minimum 28-Day Compressive Strength Required: psi (See Note 1)	Cementitious Material Content: Lbs per Cu Yd Minimum - Maximum (See Notes 2, 3, and 4)	Maximum Water/Cementitious Material Ratio (w/cm): Lb./Lb.	Slump Range: Inches
B	2,500	470 – 658	None	(See Note 6)
S	2,500	520 – 752	0.55	
	3,000 (See Note 5)			
	3,500			
	4,000			
	4,500	564 – 752	0.50	
	Greater than 4,500	564 - 800	0.45	
P	4,000	564 – 658	None	0 – 4.5
H	High performance concrete as specified in project special provisions.			

Note 1: Testing for compressive strength of cylinders for all classes of concrete shall be in accordance with the requirements of Arizona Test Method 314.

Note 2: A supplementary cementitious material (fly ash, natural pozzolan, or silica fume) conforming to the requirements of Subsection 1006-2.04(D) may be used, as specified in paragraphs (a) through (f) below.

(a) When Portland cement is used, a maximum of 25 percent, by weight of the cementitious material, may be an approved fly ash or natural pozzolan, except as specified in paragraphs (d), (e), and (f) below.

(b) When Portland-pozzolan cement [Type IP (MS)] is used, fly ash or natural pozzolan is not allowed, except as specified in paragraphs (d), (e), and (f) below.

(c) When silica fume is used, a maximum of 10 percent, by weight of either Portland cement or Portland-pozzolan cement, may be used.

(d) When a compressive strength greater than 4,500 psi is required, supplementary cementitious material may be added in excess of the maximum cementitious material content. Fly ash or natural pozzolan may exceed 25 percent, by weight of the cementitious material, if approved by the Engineer.

(e) When increased sulfate resistance is specified, the required amount of fly ash or natural pozzolan shall be incorporated into the concrete and may exceed 25 percent, by weight of the cementitious material.

(f) For Class S concrete used in bridge decks, a minimum of 20 percent, by weight of the cementitious material, must be an approved Class F fly ash or natural pozzolan, unless otherwise approved by the Engineer.

Note 3: For any concrete mix, other than for precast and/or prestressed bridge members, with a Portland cement content greater than 545 pounds per cubic yard, **one** of the options specified in paragraphs (a) through (e) below for the mitigation of a potential alkali silica reaction (ASR) shall be used:

(a) A minimum of 20 percent Class F fly ash or natural pozzolan, by weight of the cementitious material, shall be used. The Class F fly ash or natural pozzolan shall have a calcium oxide content of 15 percent or less.

(b) Instead of using Portland cement, Type IP (MS) Portland-pozzolan cement with a Class F fly ash or natural pozzolan content of at least 20 percent, by weight of the cementitious material, shall be used. The Class F fly ash or natural pozzolan shall have a calcium oxide content of 15 percent or less.

(c) Limit the total alkali (Na_2O equivalent) to a maximum of 3.00 pounds per cubic yard of concrete, when calculated as follows:

$$\begin{bmatrix}\text{Pounds of total}\\ \text{alkali per cubic}\\ \text{yard of concrete}\end{bmatrix} = \frac{\begin{pmatrix}\text{Pounds of Portland}\\ \text{cement per cubic}\\ \text{yard of concrete}\end{pmatrix} \text{ x } \begin{pmatrix}Na_2O\text{ equivalent (\%)}\\ \text{in Portand cement}\end{pmatrix}}{100}$$

(d) Introduce a lithium nitrate admixture, which has been approved by the Engineer, at a minimum dosage of 0.55 gallons of 30 percent lithium nitrate solution per pound of total alkali (Na_2O equivalent) per cubic yard of concrete. The required amount of lithium nitrate is calculated as follows:

$$\begin{bmatrix}\text{Required gallons}\\ \text{of 30 percent}\\ \text{lithium nitrate}\\ \text{solution}\end{bmatrix} = \frac{\begin{pmatrix}\text{Pounds of}\\ \text{Portland cement}\\ \text{per cubic yard}\\ \text{of concrete}\end{pmatrix} \times \begin{pmatrix}Na_2O\ \text{equivalent}\ (\%)\\ \text{in Portand cement}\end{pmatrix}}{100} \times (0.55)$$

(e) The coarse aggregate and the fine aggregate shall be tested separately in accordance with ASTM C 1260 to determine the potential for alkali silica reaction (ASR). When aggregates show the potential for ASR, as indicated by expansions of 0.10% or greater at 16 days after casting, sufficient mitigation for the expansion shall be determined in accordance with ASTM C 1567. The use of fly ash or natural pozzolan may exceed 25 percent, by weight of the cementitious material.

Note 4: Unless otherwise specified, the cementitious material content shall be as shown.

Note 5: Unless otherwise shown on the plans.

Note 6: The proposed slump shall be chosen by the contractor. Concrete at the proposed slump shall be sufficiently workable to allow proper placement without harmful segregation, bleeding, or incomplete consolidation.

1006-3.01 **Design Criteria:** the second, third, and fourth paragraphs of the Standard Specifications are revised to read:

Air-entraining admixtures will be required for all classes of concrete placed at an elevation of 3,000 feet or above. The air content of the concrete mixture shall not be less than four percent nor more than seven percent by volume. However, no air-entrainment will be required for minor precast structures, precast pipe, and precast, prestressed structural members supporting a concrete deck slab or impervious overlay. Also, no air-entrainment will be required for any precast items constructed using the dry pack or no-slump method.

For elevations below 3,000 feet, air-entraining admixtures may be used at the option of the contractor. If air-entraining admixtures are used, the air content of the concrete mixture shall not exceed seven percent by volume.

Concrete that fails to conform to the air content requirements listed above for the respective elevation as determined by the Engineer, shall be rejected prior to placement.

1006-3.01 **Design Criteria:** the first and second sentences of the sixth paragraph of the Standard Specifications are revised to read:

The coarse aggregate size designation for Class S or Class B concrete shall be chosen by the contractor and approved by the Engineer and shall conform to the size designation and grading requirements of AASHTO M 43. In choosing the size designation, the maximum size of coarse aggregate shall not be larger than one fifth of the narrowest dimension between the sides of adjacent forms, or two thirds of the minimum clear spacing between reinforcing bars, or two thirds of the minimum clear spacing between reinforcing bars and the sides of adjacent forms, or one third of the depth of the slab, whichever is least.

1006-3.01 **Design Criteria:** the first sentence of the seventh paragraph of the Standard Specifications is revised to read:

Coarse aggregate for Class P concrete used to construct Portland cement concrete pavement without load transfer dowels shall be separated into two or more stockpiles.

1006-3.02 **Design Procedures:** the first paragraph of the Standard Specifications is revised to read:

At least two weeks prior to the appropriate concreting operation, the contractor shall furnish a mix design for each class of concrete and each strength of Class S concrete for review and approval. More than one mix design for each class of concrete and each strength of Class S concrete may be submitted for approval provided specific items and locations of intended uses accompany the mix design. The contractor shall substantiate each mix design by furnishing test data and providing all details of the mixtures proposed for use. Mix designs, for other than precast or prestressed concrete, shall be prepared by or under the direction of, and signed by, a registered professional engineer, a NICET Level III or higher certified technician in the concrete subfield, a NRMCA Level 3 Certified Concrete Technologist, or an ACI certified Concrete Laboratory Testing Technician Level 2 or Grade II. Mix designs for precast or prestressed concrete shall be prepared by or under the direct supervision of, and signed by, either one of the individuals listed above or a PCI Quality Control Technician/Inspector Level II or higher. Individuals preparing and submitting mix designs shall have experience in the development of mix designs and mix design testing for the respective type of concrete.

1006-3.02 **Design Procedures:** the second and third paragraphs of the Standard Specifications are revised to read:

The complete solid volume mix designs submitted for approval shall include all weights and volumes of all ingredients. The brand, type, and source of hydraulic cement and admixtures, the coarse aggregate size number designation, source of aggregates, the specific gravities of all ingredients, the proposed slump, the water/cementitious material ratio, a product code to identify the mix design, and the intended use of each mix design shall be an integral part of each mix design.

The use of new and previously used mix designs, and the requirements for trial batches, will be as required by ADOT Materials Policy and Procedure Directive No. 15, “Submittal and Approval of Portland Cement Concrete Mix Designs”.

1006-4.01 General Requirements: of the Standard Specifications is revised to read:

The contractor may obtain concrete for each class of concrete and for each strength of Class S concrete from a source approved by the Engineer in lieu of establishing a batch plant at the project site.

For each class of concrete and each strength of Class S concrete, except for Class P concrete produced in a batch plant at the site and used exclusively for Class P work, the contractor shall furnish a delivery ticket for each batch of concrete. The minimum information to be shown on each delivery ticket shall be the date, time batched, truck identification number, name or identification of batch plant, name of contractor, name and location of project, the quantity of concrete, the batch weights/volumes or mix design product code, the amount of permissible additional water to meet the design water/cementitious material ratio, and the number of revolutions that the concrete has been mixed at mixing speed in a truck mixer. An authorized representative of the contractor shall be responsible for each delivery ticket and shall sign each delivery ticket accepting the contractor's responsibility for the concrete. The representative shall immediately furnish the delivery ticket to the Engineer.

When requested by the Engineer, the contractor shall supply a separate record for each batch of concrete which shows the batch weight/volume of each individual ingredient.

1006-4.02(A) Hydraulic Cement: the last sentence of the first paragraph of the Standard Specifications is hereby deleted:

1006-4.03(A) General Requirements: the last sentence of the first paragraph of the Standard Specifications is revised to read:

Concrete may be mixed in a mobile mixer at the site for Class S or Class B concrete, provided written permission of the Engineer is granted.

1006-4.03(B) Mixing in a Stationary Mixer: the last sentence of the third paragraph of the Standard Specifications is revised to read:

The mixing time shall be not less than 60 seconds for one cubic yard and shall be increased 15 seconds for each additional cubic yard or fraction thereof for Class S or Class B concrete.

1006-4.03(C) **Mixing in Truck Mixers:** the first sentence of the last paragraph of the Standard Specifications is revised to read:

If additional mixing water is required to maintain the mix design water/cementitious material ratio, the concrete shall be mixed by a minimum of 30 revolutions of the drum at mixing speed after the water has been added, prior to discharge of any concrete for placement.

1006-4.03(D) **Mixing in Mobile Mixers:** of the Standard Specifications is revised to read:

Concrete mixing in mobile mixers for Class S or Class B concrete shall be performed in accordance with the requirements of AASHTO M 241.

1006-4.04 **Consistency:** the second paragraph of the Standard Specifications is revised to read:

The contractor shall furnish Class S and Class B concrete having the slump shown on the approved mix design, with a permissible variation of ± one inch when the slump shown on the approved mix design is four inches or less, and a permissible variation of ± 1½ inches when the slump shown on the approved mix design is greater than four inches. However, when an approved high range water reducing chemical admixture (ASTM C 494, Type F or Type G) conforming to the requirements of Subsection 1006-2.04 is used, the permissible variation will be ± two inches, regardless of the slump shown on the approved mix design.

1006-5 **Weather Limitations:** the title of the Standard Specifications is revised to read:

1006-5 **Concrete Temperature and Weather Limitations:**

1006-5.01 **General Requirements:** of the Standard Specifications is revised to read:

The temperature of the concrete mixture immediately before placement shall not be less than 50 degrees F nor greater than 90 degrees F. Concrete that fails to conform to this temperature requirement shall be rejected prior to placement.

Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to cause a flow or wash of the concrete surface or have a detrimental effect on the finished concrete and acceptance parameters.

Placing of concrete shall immediately cease if the hauling vehicles or any equipment or pedestrian traffic tracks mud on the prepared base or changes the allowable subgrade dimensional tolerances for Class P concrete and slabs placed on subgrade for Class S or Class B concrete.

1006-5.02 Hot Weather Concreting: of the Standard Specifications is revised to read:

Forms, subgrade, and reinforcing steel shall be sprinkled with cool water just prior to the placement of concrete.

Mix water may be cooled by refrigeration, liquid nitrogen, or well-crushed ice of a size that will melt completely during the mixing operation. If crushed ice is used, it shall be substituted for part of the mix water on a pound for pound basis.

1006-5.03 Cold Weather Concreting: of the Standard Specifications is revised to read:

Concrete shall not be placed on or against ice-coated forms, reinforcing steel, structural steel, conduits, or construction joints; nor on or against snow, ice, or frozen earth materials. Immediately prior to placing concrete, the temperature of forms, reinforcing steel, earthen material, or any other material that will come in contact with the freshly placed concrete shall be a minimum temperature of 40 degrees F. If artificial heat is used to adjust the temperature of the items that will come in contact with the freshly mixed concrete, the temperature of these items shall not exceed 10 degrees F greater than that of the concrete being placed.

Concrete operations shall be discontinued when a descending ambient temperature in the shade and away from artificial heat falls below 40 degrees F. Concrete operations shall not be resumed until an ascending ambient temperature in the shade and away from artificial heat exceeds 35 degrees F unless otherwise approved by the Engineer.

Mixing and placing concrete shall continue no later in any day than that time which will allow sufficient time to place and protect the concrete already poured before the ambient temperature drops to 35 degrees F.

Concrete shall be protected in a manner to maintain all concrete surface temperatures at not less than 50 degrees F for a period of 72 hours after placement and at not less than 40 degrees F for an additional 96 hours.

The contractor may use equipment to heat the aggregates or water, or both, prior to mixing. If aggregates are heated, the minimum temperature of the heated aggregate shall be 60 degrees F and the aggregates shall have no chunks of ice or frozen aggregate present. Equipment used to heat the aggregates shall be such that consistent temperatures are obtained throughout the aggregate within each batch and from one batch to another. Water shall not be heated in excess of 150 degrees F unless the water is mixed with the aggregate prior to the addition of cement to the batch. During the heating or mixing process, cement shall not be added to water and aggregate combinations which exceed 100 degrees F.

When weather forecasts indicate a probability that ambient temperatures will fall below 35 degrees F during the placement or curing periods, the contractor shall submit a cold

weather concreting plan to the Engineer for approval prior to concrete placement. The cold weather concreting plan shall detail methods and equipment which will be used to ensure that the required concrete temperatures are maintained. The contractor shall provide adequate cold weather protection in the form of insulation and/or heated enclosures to protect the concrete after placement. For bridge decks and suspended structures, the cold weather concreting plan shall include protection measures for both the top and bottom surfaces of the concrete. This protection shall maintain concrete surface temperatures as specified above at all locations in the structure. When artificial heating is required, the heating units shall not locally heat or dry the surface of the concrete.

When a cold weather concreting plan is required, the Engineer may require concrete temperatures to be measured and continuously recorded by the use of temperature sensing devices during the entire curing period. The contractor shall provide the temperature sensing devices and recording instruments. The contractor shall install temperature sensing devices near the surface of the concrete at locations and depths designated by the Engineer. When concrete is placed on a bridge deck or suspended structure, both the bottom surface and the top surface shall be monitored with temperature sensing devices. Temperature sensing devices and recording instruments shall be approved by the Engineer. The contractor shall continuously monitor the concrete temperature and provide the recorded data to the Engineer at any time upon request.

If the surface concrete temperature at any location in the structure falls below 35 degrees F during the curing period, the Engineer may direct the contractor to core the areas in question at the locations indicated by the Engineer. The contractor shall submit the cores to a petrographer for examination in accordance with ASTM C 856. Concrete damaged by frost, as determined by the petrographer, shall be removed and replaced at no additional cost to the Department. All costs associated with coring, transmittal of cores, and petrographic examination shall be borne by the contractor regardless of the outcome of the petrographic examination.

The placing of concrete will not be permitted until the Engineer is satisfied that all the necessary protection equipment and materials are on hand at the site and in satisfactory working condition.

Concrete requiring cold weather protection shall have such protection removed at the end of the required curing period in such a manner that will permit a gradual drop in the concrete temperatures.

1006-7.01 **General:** the second paragraph of the Standard Specifications is revised to read:

Rejection of concrete will also occur due to insufficient compressive strength. Concrete compressive strength requirements consist of the specified strength which the concrete shall attain before various loads or stresses are applied and a minimum strength at 28 days.

1006-7.01 General: the last sentence of the third paragraph of the Standard Specifications is revised to read:

Sampling and testing for compressive strength will be performed on all classes of concrete furnished, including each strength specified on the project plans for Class S concrete.

1006-7.02 Sampling and Testing of Concrete: the first sentence of item (1) of the second paragraph of the Standard Specifications is revised to read:

(1) Concrete for Class S or Class B shall be sampled only once during discharge in the middle portion of the batch.

1006-7.02 Sampling and Testing of Concrete: of the Standard Specifications is modified to add:

If approved by the Engineer, and unless otherwise specified, Arizona Test Method 318 may be used to estimate concrete strength by the maturity method. The maturity method shall not substitute for compressive strength acceptance testing (28-day test cylinder breaks). The contractor shall submit a written request to the Engineer prior to using the maturity method. If its use is approved by the Engineer, the contractor shall be responsible to develop the strength-maturity relationship and shall also be responsible to provide the maturity meter(s) and digital data loggers necessary, as well as performing all required testing, all at no additional cost to the Department.

1006-7.03(A) Class S and Class B Concrete: of the Standard Specifications is revised to read:

For Class S concrete with a compressive strength requirement less than 4000 psi, a sample of concrete for the required tests, as specified in Subsection 1006-7.02, will be taken on a daily basis for each 100 cubic yards, or fraction thereof, of continuously placed concrete from each batch plant. For Class S concrete with a compressive strength requirement equal to or greater than 4000 psi, a sample of concrete for the required tests, as specified in Subsection 1006-7.02, will be taken on a daily basis for each 50 cubic yards, or fraction thereof, of continuously placed concrete from each batch plant. For Class B concrete, a sample of concrete for the required tests, as specified in Subsection 1006-7.02, will be taken for each 100 cubic yards placed from each batch plant. For Class S or Class B concrete placed at elevations of 3,000 feet or above, air content testing shall be performed for each 50 cubic yards placed, regardless of the compressive strength requirement. An additional sample or samples for any of the required tests may be taken at an interval of less than the sampling frequency specified above, at the discretion of the Engineer, on any batch or load of concrete. A sample for the required tests on daily placements of 10 cubic yards or less may be taken at the discretion of the Engineer.

1006-7.03(B) Class E Concrete: of the Standard Specifications is revised to read:

1006-7.03(B) BLANK

1006-7.06(A) Class P Concrete: the fourth sentence of the second paragraph of the Standard Specifications is revised to read:

Cores must be obtained under the observation of an ADOT representative and delivered to the Engineer in time to allow complete testing within 48 days of placement. Testing shall be performed by the Department.

1006-7.06(B) Class S and Class B Concrete: the second paragraph of the Standard Specifications is revised to read:

Concrete failing to meet at least 85 percent of the 28-day compressive strength for specified strengths of 3,000 pounds per square inch and below, 90 percent for a specified strength of 3,500 pounds per square inch, or 95 percent for specified strengths of 4,000 pounds per square inch and above, or any concrete failing to meet the other requirements of Subsection 1006-7.01, will be rejected and removed at no additional cost to the Department and replaced with concrete which meets the specified requirements, unless the contractor can submit evidence that will indicate to the Engineer that the strength and quality of the concrete is such that the concrete should be considered acceptable and be allowed to remain in place.

1006-7.06(B) Class S and Class B Concrete: the third sentence of the last paragraph of the Standard Specifications is revised to read:

All cores shall be obtained and tested in accordance with the requirements of Arizona Test Method 317. Testing shall be performed by the Department.

1006-7.06(C) Class E Concrete: of the Standard Specifications is revised to read:

1006-7.06(C) BLANK

(1006QCPC, 07/12/05)

SECTION 1006 PORTLAND CEMENT CONCRETE:

1006-4.01 General Requirements: of the Standard Specifications is modified to add:

1006-4.01(A) Contractor Quality Control:

The contractor shall perform the quality control measures described in Subsection 106.04(C). At the weekly meeting, the contractor shall be prepared to explain and discuss how the following processes will be employed.

(a) Aggregate Production, including crusher methods, pit extraction, and washing.

(b) Stockpile Management, including stacking methods, separation technique, plant feed technique, stockpile pad thickness, and segregation prevention.

(c) Mixing and Transport, including mixing time and revolutions, water and concrete temperature, integrity of mixing equipment, sight glass for water, slump meters, batch ticket, and travel time.

(d) Proportioning, including scale calibration, water added, water meter moisture correction, and bin loading.

The contractor shall obtain samples and perform the tests specified in the following table:

CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS			
TYPE OF TEST	TEST METHOD	SAMPLING POINT	MINIMUM TESTING FREQUENCY
Fine Aggregate for PCC (Class S or Class P)			
Gradation	ARIZ 201	Crusher Belt or Stockpile	1 per 750 CY of Concrete
Sand Equivalent	AASHTO T 176		
Coarse Aggregate for PCC (Class S or Class P)			
Gradation	ARIZ 201	Crusher Belt or Stockpile	1 per 750 CY of Concrete
Class S Portland Cement Concrete			
Entrained Air	AASHTO T 152	At Point of Discharge	1 per 40 CY of Concrete
Slump	AASHTO T 119		

(1007REFS, 11/05/13)

SECTION 1007 - RETROREFLECTIVE SHEETING:

1007-1 General Requirements: the last two sentences of the first paragraph of the Standard Specifications are revised to read:

Sheeting shall conform to criteria listed in the most current version of ASTM D 4956 for the applicable type and class, unless otherwise specified.

1007-2 Material Types: of the Standard Specifications is revised to read:

Sheeting for permanent warning signs, regulatory signs, and overhead-mounted guide signs, including all sign legends and borders, shall be ASTM Type XI.

Sheeting for all warning signs with yellow backgrounds shall be Type XI fluorescent retroreflective yellow.

Sheeting for information signs, ground-mounted guide signs, and marker signs, including all sign legends and borders, shall be ASTM Type IX or XI.

Sheeting for permanent object markers and delineators on a rigid substrate with yellow backgrounds, including guardrail end treatments, guardrail markers, rigid delineators, and impact attenuators, shall be Type XI fluorescent retroreflective yellow.

Sheeting for permanent object markers and delineators on a rigid substrate in colors other than yellow, including guardrail end treatments, guardrail markers, rigid delineators, and impact attenuators, shall be ASTM Type IX or XI.

Sheeting for object markers and delineators on a flexible or plastic substrate, including flexible delineators and sand barrels, shall be ASTM Type VIII, IX or XI.

For temporary regulatory and guide signs on a rigid substrate with fluorescent retroreflective orange sheeting, ASTM sheeting Types VIII, IX, or XI shall be used.

For temporary regulatory and guide signs on a rigid substrate in colors other than fluorescent retroreflective orange, ASTM sheeting Types IV, VIII, IX, or XI shall be used.

For retroreflective orange temporary signs on a flexible or roll-up substrate, ASTM Type VI sheeting shall be used.

All temporary signs (rigid, flexible, or roll-up) with orange backgrounds shall use fluorescent retroreflective orange sheeting, except that non-reflective sign materials may be used for temporary signs where the signs will be clearly visible under available natural light.

For barricades and other temporary channelizing devices, ASTM sheeting Types IV, VIII, IX, or XI shall be used.

Sheeting for Adopt-A-Highway signs shall be ASTM Type I, IV, or XI.
Logo signs shall be ASTM Type I, IX, or XI.
When more than one sheeting type is allowed, the contractor may use any of the types listed, provided that materials used for a particular application shall be of the same ASTM type, manufacturer, and product for all signs of the same type in the project.

Opaque films used with sheeting shall be acrylic type films.

Direct-applied and demountable black characters shall be non-reflective.

1007-3 Visual Appearance, Luminance and Color Requirements: of the Standard Specifications is revised to read:

Except as specified herein, the color of the sheeting, ink or film shall conform to the ADOT Manual of Approved Signs, the Manual on Uniform Traffic Control Devices (MUTCD), and the plans.

All sheeting, inks and film used shall be uniformly colored so there is no visual variation in their appearance on the same sign or from sign to sign of the same colors.

Standard colors specified for sheeting, processing inks, and films shall, as applicable, match visually and be within the color tolerance limits required by Highway Tolerance Charts issued by the Federal Highway Administration. Additionally, for the retroreflective sheeting, unless otherwise noted, the Luminance Factor (Daytime Luminance) and Color Specification Limits (Daytime) shall conform to the applicable requirements of ASTM D 4956.

In addition to the luminance and color requirements, fluorescent orange sheeting and fluorescent yellow sheeting shall have the capacity to effectively fluoresce outdoors under low light conditions. For all applications requiring fluorescent orange sheeting or fluorescent yellow sheeting, the contractor shall provide a letter to the Engineer from the manufacturer certifying that the sheeting to be used is fluorescent.

1007-6 Adhesive: the first paragraph of the Standard Specifications is revised to read:

Reflective sheeting and film adhesives shall be Class I as specified in ASTM D 4956 and as modified herein.

1007-6 Adhesive: the third paragraph of the Standard Specifications is hereby deleted:

1007-8 Durability Requirements: the second and third paragraphs of the Standard Specifications are revised to read:

Sheeting shall be weather-tested as specified above in Subsection 1007-7. Sheeting weather-testing periods and durability ratings shall be as specified in Table 1007-8. In all cases, the related inks and films shall be tested along with the respective sheeting, and shall be subject to the same durability requirements as the sheeting.

TABLE 1007-8			
ASTM Sheeting Type	**Color**	**Weather-testing period, months**	**Durability rating, years**
XI	Fluorescent yellow	42	7
XI	Fluorescent orange	18	3
XI	All other colors	60	10
IX	Fluorescent orange	18	3
IX	All other colors	60	10
VIII	Fluorescent orange	18	3
VIII	All other colors	30	5
VI	Fluorescent orange	18	3
IV	All colors	30	5
I	All colors	30	5

(1012GRDRL, 10/30/08)

SECTION 1012 GUARDRAIL MATERIALS:

1012-2 **Fasteners, Elements, Posts and Blocks:** the title and first paragraph of the Standard Specifications are revised to read:

1012-2 **Fasteners, Rail Elements, Posts and Blocks:**

Guardrail fasteners, rail elements, posts, blocks, and other components shall conform to the requirements of ARTBA. Rail elements shall be galvanized after fabrication, with fabrication to include forming, cutting, shearing, punching, drilling, bending, welding, and riveting.

(1014FAB, 5/07/13)

SECTION 1014 GEOSYNTHETICS:

1014-1 **General Requirements:** the third sentence of the fourth paragraph of the Standard Specifications is revised to read:

Samples shall be a minimum of six feet long by the full roll width.

1014-2 **Pavement Fabric:** "Weight: oz./sq. yd.", "Asphalt Retention: gal./sq. yd." , and the footnote in the table of the first paragraph of the Standard Specifications are revised to read:

Property	Requirement	Test Method
Weight: oz./sq. yd.	4.0 - 6.0	ASTM D 3776
Asphalt Retention: gal./sq. yd.	0.2 minimum	ASTM D 6140

* Minimum - Average value in weaker principal direction. All numerical values represent minimum average roll values, i.e., the average test result in the weaker principle direction for a lot shall meet or exceed the minimum values listed when sampled according to ASTM D 4354 and tested according to the test method specified above.

1014-2 **Pavement Fabric:** the last sentence of the last paragraph of the Standard Specifications is hereby deleted:

1014-3 **Geogrid:** the last sentence of the last paragraph of the Standard Specifications is hereby deleted:

1014-4.01(A) **Nonwoven:** of the Standard Specifications is revised to read:
Low survivability, nonwoven separation fabric shall meet the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Grab Tensile Strength: lbs.	90 min.	ASTM D 4632
Grab Elongation at Break: %	45 min., 115 max. (2)	ASTM D 4632
Puncture Strength: lbs.	30 min.	ASTM D 4833
Burst Strength: psi	130 min.	ASTM D 3786
Trapezoidal Tear: lbs.	30 min.	ASTM D 4533
Permittivity: $second^{-1}$	0.07 min.	ASTM D 4491
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Ultraviolet Stability: %	70 min.	ASTM D 4355

(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.

(2) If the average grab elongation of the fabric is greater than 115 percent at break, the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.

1014-4.02(A) Non-woven: of the Standard Specifications is revised to read:

Moderate survivability, nonwoven separation fabric shall meet the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Grab Tensile Strength: lbs.	140 min.	ASTM D 4632
Grab Elongation at Break: %	45 min., 115 max. (2)	ASTM D 4632
Puncture Strength: lbs.	50 min.	ASTM D 4833
Burst Strength: psi	210 min.	ASTM D 3786
Trapezoidal Tear: lbs.	40 min.	ASTM D 4533
Permittivity: second^{-1}	0.07 min.	ASTM D 4491
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Ultraviolet Stability: %	70 min.	ASTM D 4355

(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.

(2) If the average grab elongation of the fabric is greater than 115 percent at break, the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.

1014-4.03(A) Nonwoven: of the Standard Specifications is revised to read:

High survivability, nonwoven separation fabric shall meet the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Grab Tensile Strength: lbs.	200 min.	ASTM D 4632
Grab Elongation at Break: %	45 min., 115 max. (2)	ASTM D 4632
Puncture Strength: lbs.	75 min.	ASTM D 4833
Burst Strength: psi	320 min.	ASTM D 3786
Trapezoidal Tear: lbs.	50 min.	ASTM D 4533
Permittivity: second^{-1}	0.07 min.	ASTM D 4491
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Ultraviolet Stability: %	70 min.	ASTM D 4355

(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.

(2) If the average grab elongation of the fabric is greater than 115 percent at break,

the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.

1014-4.04(A) Nonwoven: of the Standard Specifications is revised to read:

Very high survivability, nonwoven separation fabric shall meet the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Grab Tensile Strength: lbs.	270 min.	ASTM D 4632
Grab Elongation at Break: %	45 min., 115 max. (2)	ASTM D 4632
Puncture Strength: lbs.	110 min.	ASTM D 4833
Burst Strength: psi	430 min.	ASTM D 3786
Trapezoidal Tear: lbs.	75 min.	ASTM D 4533
Permittivity: second^{-1}	0.07 min.	ASTM D 4491
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Ultraviolet Stability: %	70 min.	ASTM D 4355

(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.

(2) If the average grab elongation of the fabric is greater than 115 percent at break, the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.

1014-4.04(B) Woven: of the Standard Specifications is revised to read:

Very high survivability, woven separation fabric shall meet the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Grab Tensile Strength: lbs.	340 min.	ASTM D 4632
Grab Elongation at Break: %	13 Min., 115 Max. (2)	ASTM D 4632
Puncture Strength: lbs.	130 min.	ASTM D 4833
Burst Strength: psi	500 min.	ASTM D 3786
Trapezoidal Tear: lbs.	90 min.	ASTM D 4533
Permittivity: second^{-1}	0.07 min.	ASTM D 4491
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Ultraviolet Stability: %	70 min.	ASTM D 4355

(1) Average roll values represent the average test results for a lot in the weaker

direction when sampled according to ASTM D 4354 and tested according to the test method specified above.

(2) If the average grab elongation of the fabric is greater than 115 percent at break, the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.

1014-6.02 Geocomposite Wall Drain Fabric: of the Standard Specifications is revised to read:

The geotextile wall drain fabric shall be laminated onto or adhere to the side of the drainage core which will face the backfill. The geotextile fabric shall be a non-woven polyester or polypropylene fabric meeting the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Weight: oz./sq. yd.	4.0 min.	ASTM D 3776
Grab Tensile Strength: lbs.	90 min.	ASTM D 4632
Grab Elongation at Break: %	35 min.,115 max. (2)	ASTM D 4632
Mullen Burst Strength: psi	140 min.	ASTM D 3786
Trapezoidal Tear: lbs.	30 min.	ASTM D 4533
Puncture Strength: lbs.	30 min.	ASTM D 4833
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Permittivity: second^{-1}	0.50 min.	ASTM D 4491
Ultraviolet Stability: %	70 min.	ASTM D 4355

(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.

(2) If the average grab elongation of the fabric is greater than 115 percent at break, the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.

A minimum three-inch wide flap of geotextile fabric shall extend beyond both longitudinal edges of the geocomposite core. The geotextile fabric shall cover the full length of the core.

1014-7.02 **Geocomposite Edge Drain Fabric:** of the Standard Specifications is revised to read:

The geotextile edge drain fabric shall completely wrap around the drainage core material in a snug manner and may be permanently bonded to the core. The geotextile fabric shall be a non-woven polyester or polypropylene fabric meeting the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Weight: oz./sq. yd.	4.0 min.	ASTM D 3776
Grab Tensile Strength: lbs.	90 min.	ASTM D 4632
Grab Elongation at Break: %	35 min., 115 max. (2)	ASTM D 4632
Mullen Burst Strength: psi	140 min.	ASTM D 3786
Trapezoidal Tear: lbs.	30 min.	ASTM D 4533
Puncture Strength: lbs.	30 min.	ASTM D 4833
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Permittivity: second^{-1}	0.50 min.	ASTM D 4491
Ultraviolet Stability: %	70 min.	ASTM D 4355

(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.
(2) If the average grab elongation of the fabric is greater than 115 percent at break, the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.

1014-8 **Temporary Silt Fence Fabric:** the last two paragraphs of the Standard Specifications are revised to read:

The fabric shall meet the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Grab Tensile Strength: lbs.	100 min.	ASTM D 4632
Elongation at 50 % of min. tensile strength (60 lb.): %	50 max.	ASTM D 4632
Permittivity: second^{-1}	0.05 min.	ASTM D 4491
Apparent Opening Size: U.S. Standard sieve size	30 max.	ASTM D 4751
Ultraviolet Stability: %	70 min.	ASTM D 4355

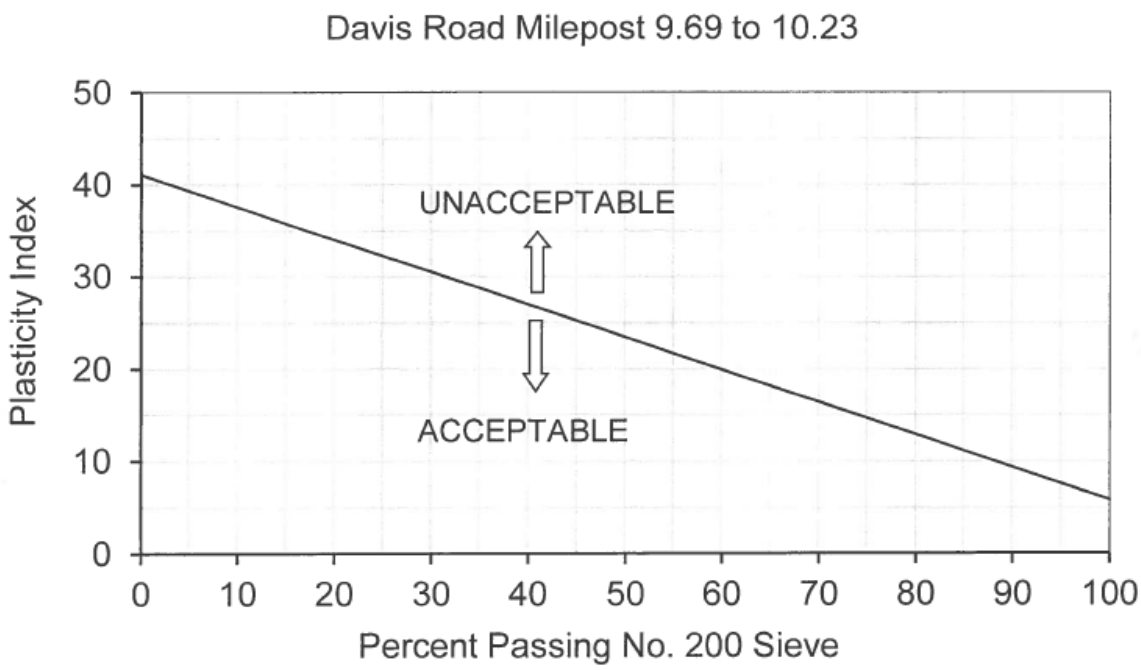
(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.

APPENDIX A
SUBGRADE ACCEPTANCE CHART

APPENDIX A

SUBGRADE ACCEPTANCE CHART

1. **Davis Road Milepost 9.69 to 10.23**



Construction Conrol R-value = 20
Design R-value=21

APPENDIX B
ENVIRONMENTAL DOCUMENTS

DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
3636 NORTH CENTRAL AVENUE, SUITE 900
PHOENIX, ARIZONA 85012-1939

REPLY TO ATTENTION OF

April 23, 2013

Regulatory Division

Karen L. Lamberton, AICP
Community Development Department
Cochise County
1415 Melody Land, Bldg F
Bisbee, Arizona 85603

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION

Dear Ms. Lamberton:

I am responding to your October 10, 2012 request (SPL-2012-456-RJD) for a Department of the Army permit.

Your proposed project, Davis Road (MP 9.9) Safety Drainage Improvements, is located (31.624275°N 109.899758°W; Section 10, T21S, R24E) along Davis Road approximately 13 miles southeast of Tombstone, Cochise County, Arizona. This project would result in a discharge of dredged and/or fill material into an unnamed water of the United States. Therefore, pursuant to section 404 of the Clean Water Act (33 U.S.C. 1344; 33 C.F.R. parts 323 and 330), your proposed project requires a Department of the Army permit.

I have determined that construction of your proposed project would comply with Nationwide Permit (NWP) No. 14, "Linear Transportation Projects", if constructed as described in your application. Specifically, and as shown on the attached figures, you are authorized to conduct the following regulated activities:

1. To construct a new arch culvert structure and realign Davis Road in an unnamed wash. The new road alignment and new culvert would permanently impact approximately 0.09 acres of the unnamed wash.

2. To temporarily impact 0.28 acres of the unnamed wash located within the new 200-foot wide right-of-way. Temporary impacts include a temporary by-pass road and other temporary construction activities necessary to complete construction of the new arch culvert structure.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Condition listed below:

a. **Archaeological Resources:** The permittee shall fully comply with all stipulations in the enclosed Memorandum of Agreement (MOA) signed by the Federal Highway

Administration, Arizona State Historic Preservation Officer, Arizona Department of Transportation, and Arizona State Museum regarding data recovery at archaeological site AZ FF:5:43 (ASM). The MOA stipulates all measures that need to be implemented to protect the historic property and meet all Section 106 National Historic Preservation Act requirements.

This verification is valid through March 18, 2017. If on March 18, 2017 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity we can exercise discretionary authority and thereby modify, suspend, or revoke this specific verification at an earlier date in accordance with procedures in 33 C.F.R. § 330.4(e) and 33 C.F.R. § 330.5(c) or (d). At the national level the Chief of Engineers at any time prior to the expiration of a NWP may chose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 C.F.R. § 330.5.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in our regulatory program. If you have any questions, please contact Robert J. Dummer at 602-230-6952 or via e-mail at robert.j.dummer@usace.army.mil. Please complete the customer survey form at http://per2.nwp.usace.army.mil/survey.html which would help me to evaluate and improve the regulatory experience for others.

"Building Strong and Taking Care of People!"

Sincerely,

[Original Signed By]

Sallie D. McGuire
Chief, Arizona Branch
Regulatory Division

Enclosures

1. Enclosure 1
2. Certificate of Compliance
3. Project Plans
4. Memorandum of Agreement

NATIONWIDE PERMIT NUMBER 14

LINEAR TRANSPORTATION PROJECTS

US Army Corps of Engineers
Los Angeles District
Regulatory Division/Arizona Branch

A. General Information

This document is an aid to understanding the terms and conditions of your nationwide permit (NWP) by bringing together information issued separately in; (1) the Federal Register (77 FR 10184-10290)*, (2) the Special Public Notice for NWP "Reissuance of the Nationwide Permits and Issuance of Final Regional Conditions for the Los Angeles District"*, and (3) the Clean Water Act Section 401 water quality certification decisions (401 WQCs)* issued by the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, U.S. Environmental Protection Agency, and Arizona Department of Environmental Quality. Please note that website addresses enclosed herein may have been changed and updated since publication of the original document.

1) Pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401 et seq) the U.S. Army Corps of Engineers (Corps) published the "Reissuance of Nationwide Permits" in the Federal Register (77 FR 10184-10290) on February 21, 2012. These NWPs are in effect from March 19, 2012 through March 18, 2017 unless modified, reissued, or revoked before that time. It is incumbent upon the permittee to remain informed of changes to the NWPs.
2) The Los Angeles District of the Corps issued a Special Public Notice (March 15, 2012) announcing final regional conditions for NWPs to ensure protection of high value waters within the State of Arizona.
3) The Los Angeles District of the Corps requested and obtained for the entire State of Arizona the 401 WQC decision for all NWPs on all tribal lands from the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, and U.S. Environmental Protection Agency and on all non-tribal lands from the Arizona Department of Environmental Quality.

A description of all NWPs and 401 WQCs can be found in the "Nationwide Permits for Arizona" Special Public Notice.*

*Note: For online availability see section "F. Document Availability" of this enclosure.

Key Sections:

B. Nationwide Permit Terms (page 1)
C. Nationwide Permit General Conditions (page 1)
D. Nationwide Permit Regional Conditions (page 6)
E. 401 Water Quality Certifications (page 7)

B. Nationwide Permit Terms

14. Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or

more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects from Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of

the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs. (e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.noaa.gov/fisheries.html respectively.
(Note: Arizona endangered species information is available at http://www.fws.gov/southwest/es/arizona/Threatened.htm#CountyList)

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed. (d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding

national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332. (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment. (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered. (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). 4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment. (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs. (f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of

concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____

(Transferee)

_____

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either: (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2). (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information: (1) Name, address and telephone numbers of the prospective permittee; (2) Location of the proposed project; (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans); (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate; (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why

compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan. (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level. (2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5. (3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. Nationwide Permit Regional Conditions

Of the ten regional conditions effective within the Los Angeles District of the Corps, six apply to projects within Arizona (1-4, 9 and 10). The remaining four regional conditions apply to specific geographic areas, resources, or species not located in Arizona.

The following regional conditions must be complied with for any authorization by a NWP to be valid in the State of Arizona:

Regional Condition 1: For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.

Regional Condition 2: Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-52 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).

Regional Condition 3: When a pre-construction notification (PCN) is required, the appropriate U.S. Army Corps of Engineers (Corps) District shall be notified in accordance with General Condition 31 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: http://www.spl.usace.army.mil/Missions/Regulatory.aspx. In addition, the PCN shall include: A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States; drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for projects located within the boundaries of the Los Angeles District shall comply with the most current version of the Map and Drawing Standards for the Los Angeles District Regulatory Division (available on the Los Angeles District Regulatory Division website at: http://www.spl.usace.army.mil/Missions/Regulatory.aspx); and numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.

Regional Condition 4: Submission of a PCN pursuant to General Condition 31 and Regional Condition 3 shall be required for all regulated activities in the following locations: a) All perennial waterbodies and special aquatic sites within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California, excluding the Colorado River in Arizona from Davis Dam to River Mile 261 (northern boundary of the Fort Mojave Indian Tribe Reservation). The desert region in California is limited to four USGS HUC accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002). b) All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: http://www.swr.noaa.gov/efh.htm. c) All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south. d) The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.

Regional Condition 9: Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWPs 29, 39, 40 and 42, 43, 44, 51 and 52 or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following: a) A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information. b) An analysis of the proposed impacts to the waterbody in accordance with General Condition 31 and Regional Condition 3; c) Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and d) A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.

Regional Condition 10: The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

E. 401 Water Quality Certification (401 WQC)

A 401 WQC is mandatory for any activity that requires a Clean Water Act Section 404 permit. A 401 WQC is required prior to discharging any dredged or fill material into a water of the United States. Only one of the following 401 WQCs listed below will apply to your project. The geographical location of your project will determine which 401 WQC is applicable. The 401 WQCs issued for this NWP will remain in effect through March 18, 2017.

On all "Non-Tribal Lands", lands that are not part of federally recognized Indian Reservation, the Arizona Department of Environmental Quality (ADEQ) is the agency responsible for issuing the 401 WQC.

On all "Tribal Lands", lands that are part of a federally recognized Indian Reservation, the U.S. Environmental Protection Agency (EPA) is responsible for issuing the 401 WQC except where EPA has delegated the 401 WQC authority to the White Mountain Apache Tribe (Fort Apache Indian Reservation), Hopi Tribe (Hopi Indian Reservation), Hualapai Tribe (Hualapai Indian Reservation), or Navajo Nation (Navajo Indian Reservation).

If "Individual Certification" is required you must apply for, receive, and comply with the 401 WQC issued by ADEQ, EPA, or the appropriate Tribe.

Non-tribal Lands - 401 WQCs

The 401 WQCs issued by ADEQ are summarized in Table 1. For projects that can be conditionally certified the project must comply with all of the applicable ADEQ 401 General Conditions that follow Table 1.

Tribal Lands - 401 WQCs

Fort Apache Indian Reservation (White Mountain Apache Tribe):	Individual Certification required for all projects.*
Hopi Indian Reservation (Hopi Tribe):	Individual Certification required for all projects.*
Hualapai Indian Reservation (Hualapai Tribe):	Individual Certification required for all projects.*
Navajo Indian Reservation (Navajo Nation):	Individual Certification required for all projects.*
All other Indian Reservations (EPA):	401 WQCs issued by EPA are summarized in Table 2. EPA's General and Permit-Specific Conditions follow Table 2.*

*__Note:__ For online availability see section "F. Document Availability" of this enclosure.

401 WQC Contact Information

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Robert Scalamera
Surface Water Section, 401 Certifications
Arizona Department of Environmental Quality
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Telephone: 602-771-4502
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F. Document Availability

Reissuance of Nationwide Permits, 77 FR 10184-10290	http://www.gpo.gov/fdsys/pkg/FR-2012-02-21/pdf/2012-3687.pdf
Special Public Notice for Regional Conditions	Contact Corps project manager for copy of document.
EPA 401 WQC for NWPs	Contact Corps project manager for copy of document.
White Mountain Apache Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Hopi Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Havasupai Tribe 401 WQC for NWPs	Contact Corps project manager for copy of document.
Navajo Nation 401 WQC for NWPs	Contact Corps project manager for copy of document.
ADEQ 401 WQC for NWPs	Contact Corps project manager for copy of document.

Table 1 - ADEQ 401 WQCs for all Non-Tribal Lands

NWP	303(d) impaired waters [1]& Tributaries to 303[d]-impaired waters[2]	OAW[3] & Tributaries to OAW	Lakes[4]	Other Waters[5]	Comments
1 - Aids to Navigation	-	-	-	-	N/A
2 - Structures in Artificial Canals	-	-	-	-	N/A
3 - Maintenance	I	I	I	C	
4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	I	I	I	C	
5 - Scientific Measurement Devices	I	I	I	C	
6 - Survey Activities	I	I	I	C	
7 - Outfall Structures and Associated Intake Structures	I	I	I	C	
8 - Oil and Gas Structures on the Outer Continental Shelf	-	-	-	-	N/A
9 - Structures in Fleeting and Anchorage Areas	-	-	-	-	N/A
10 - Mooring Buoys	-	-	-	-	N/A
11 - Temporary Recreational Structures	-	-	-	-	N/A
12 - Utility Line Activities	I	I	I	C	
13 - Bank Stabilization	I	I	I	C	
14 - Linear Transportation Projects	I	I	I	C	
15 - U.S. Coast Guard Approved Bridges	I	I	I	C	
16 - Return Water From Upland Contained Disposal Areas	I	I	I	C	
17 - Hydropower Projects	I	I	I	C	
18 - Minor Discharges	I	I	I	C	
19 - Minor Dredging	I	I	I	C	
20 - Response Operations for Oil and Hazardous Substances	I	I	I	T	If work begins within 14 days of event.
21 - Surface Coal Mining Activities	I	I	I	I	
22 - Removal of Vessels	I	I	I	C	
23 - Approved Categorical Exclusion	I	I	I	C	
24 - Indian Tribe or State Administered Section 404 Programs	-	-	-	-	N/A
25 - Structural Discharges	I	I	I	C	
26 - [Reserved]	-	-	-	-	
27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities	I	I	I	I	
28 - Modifications of Existing Marinas	-	-	-	-	N/A
29 - Residential Developments	I	I	I	C	
30 - Moist Soil Management for Wildlife	I	I	I	C	
31 - Maintenance of Existing Flood Control Facilities	I	I	I	C	
32 - Completed Enforcement Actions	I	I	I	C	
33 - Temporary Construction, Access, and Dewatering	I	I	I	C	
34 - Cranberry Production Activities	I	I	I	I	
35 - Maintenance Dredging of Existing Basins	I	I	I	C	
36 - Boat Ramps	I	I	I	C	
37 - Emergency Watershed Protection and Rehabilitation	I	I	I	T	If work begins within 30 days of event.
38 - Cleanup of Hazardous and Toxic Waste	I	I	I	T	If work begins within 2 days of discovery.
39 - Commercial and Institutional Developments	I	I	I	C	
40 - Agricultural Activities	I	I	I	C	
41 - Reshaping Existing Drainage Ditches	I	I	I	C	
42 - Recreational Facilities	I	I	I	C	
43 - Stormwater Management Facilities	I	I	I	C	
44 - Mining Activities	I	I	I	I	
45 - Repair of Uplands Damaged by Discrete Events	I	I	I	T	If work begins within 14 days of event.
46 - Discharges in Ditches	I	I	I	C	
47 - [Reserved]	-	-	-	-	Reserved
48 - Commercial Shellfish Aquaculture Activities	I	I	I	C	
49 - Coal Remining Activities	I	I	I	I	
50 - Underground Coal Mining Activities	I	I	I	I	
51 - Land-Based Renewable Energy Generation Facilities	I	I	I	C	
52 - Water-Based Renewable Energy Generation Pilot Projects	I	I	I	C	

C = Conditionally certified in Other waters, all applicable CWA 401 General Conditions listed on following pages apply.
T = Conditionally certified only if work begins within designated time of event, otherwise individual 401 certification required.
I = Individual certification required. N/A = Not Available/Not Applicable.

[1] 303[d]-listed Impaired Waters list available at http://www.azdeq.gov/index.html. For projects on an impaired surface water, if the project is within 1600 meters (or 1 mile) upstream and/or 800 meters (½ mile) downstream of an impaired surface water.

[2] Tributaries to 303[d]-impaired waters. For projects on a tributary to an impaired surface water, or if the tributary mouth is to an impaired surface water and the project is within 1600 meters (or 1 mile) of its mouth.

[3] Outstanding Arizona Waters (OAW) are the surface waters of exceptional quality listed at http://www.azdeq.gov/index.html. For projects on a designated Outstanding Arizona Water OAW, if the project is within 1600 meters (or 1 mile) upstream and/or 800 meters (½ mile) downstream of a designated OAW. Also, Tributaries to Outstanding Arizona Waters: For projects on a tributary to a designated Outstanding Arizona Water, or if the tributary mouth is to an impaired surface water and the project is within 1600 meters (or 1 mile) of its mouth.

[4] Lakes are lakes and reservoirs listed at http://www.azdeq.gov/index.html

[5] Other Waters are all WUS that are not otherwise designated as a 303(d) Impaired, OAW, or a lake.

ADEQ 401 General Conditions applicable to Other Waters of the United States (WUS) on all Non-Tribal Lands

1) Any discharge occurring as a result of activities certified for the subject project shall not cause an exceedence of any Water Quality Standard (WQS). Applicability of this condition is as defined in A.A.C. R18-11-102.
2) This certification does not authorize the discharge of wastewater, process residues or other waste to any WUS.
3) Work shall be conducted and monitored to ensure that pollution from the activities certified herein does not cause an exceedence of Arizona WQS in any WUS.
4) Activities herein certified shall be performed during periods of low flow (baseflow or less) in any WUS, or no flow in the case of ephemeral and intermittent WUS. No work shall be done, nor shall any equipment or vehicles enter any WUS while flow is present, unless all applicable conditions in this certification are met.
5) The effectiveness of all pollution control measures, including erosion and sedimentation, shall be reevaluated after each flow event and repaired/modified as needed.
6) Applicant must minimize clearing, grubbing, scraping or otherwise limit exposure of erodible surface to the minimum necessary for each construction phase or location.
7) If activities certified herein are likely to cause or contribute to an exceedence of WQS, or create an impediment to the passage of fish or other aquatic life - operations shall cease until the problem is resolved or until control measures have been undertaken.
8) Erosion control, sediment control and/or bank protection measures shall be installed before construction and pre-operation activities, and shall be maintained during construction and post-construction periods to minimize channel or bank erosion, soil loss and sedimentation. Control measures shall not be constructed of uncemented or unconfined imported soil, or other materials easily transported by flow.
9) For portions of the project utilizing potable water or groundwater for irrigation or dust control, direct runoff of such water shall be limited to the extent practicable and shall not cause downstream erosion or flooding.
10) The applicant is responsible for ensuring construction material and/or fill (other than native fill or that necessary to support revegetation) placed in any WUS, shall not include materials that can cause or contribute to pollution of the WUS. Examples of prohibited fill include pollutant-contaminated soil and materials defined as pollutants or hazardous in Arizona Revised Statutes (A.R.S.) § 49-201. Fill used to support vegetation rooting or growth shall be protected from erosion.
11) Any washing of fill material must occur outside of any WUS prior to placement and the rinseate from such washing shall be settled, filtered or otherwise treated to prevent migration of pollutants (including sediment) or from causing erosion to any WUS. Other than replacement of native fill or material used to support vegetation rooting or growth, fill placed in locations subject to scour must resist washout whether such resistance is derived via particle size limits, presence of a binder, vegetation, or other armoring.
12) Any dredged material or waste material is to be placed and retained in areas outside any WUS. Runoff from this material/area is to be settled, filtered or otherwise treated to prevent migration of pollutants (including sediment) to any WUS.
13) Acceptable construction materials that will or may contact water in any WUS are: untreated logs and lumber, crushed stone, crushed clean concrete (recycled concrete), native fill, precast, sprayed or cast-in-place concrete (including soil cement and unmodified grouts), steel (including galvanized), plastic and aluminum. Use of other materials may be allowed, but require application for an individual 401 certification.
14) Upon completion of construction the applicant shall ensure no adverse change, due to the subject project, has occurred in the stability with respect to stream hydraulics, erosion and sedimentation, of any WUS including upstream and downstream from the project. If such change has occurred, the applicant shall take steps to restore the pre-project stability of any impacted segments.
15) Except where the activities certified herein are intended to permanently alter any WUS, all disturbed areas shall be restored and (re)vegetated as soon as physically practicable. Vegetation shall be maintained on unarmored banks and slopes to stabilize soil and prevent erosion.
16) If retention/detention basins are included in the project, applicant will complete the grading necessary to direct runoff towards retention/detention basins no later than immediately following initial land clearing or rough grading. Retention/detention basins shall be sized to accept storm runoff and capture sediment prior to it entering or moving downstream in any WUS. Detention basins will provide detention by controlling outflow and shall cause no significant change to the hydraulic conditions of the upstream or downstream WUS outside of the project boundaries. The basins shall be maintained; e.g., have sediment removed, as required to maintain their function.
17) Unless specifically permitted to do so when flow is present in any WUS within the project area, the applicant and any contractor will not alter the flow by any means except to prevent erosion or pollution of any WUS.
18) Silt laden or turbid water resulting from activities certified herein shall be settled, filtered or otherwise treated to ensure no violation of Arizona WQS in any WUS.
19) When flow in any WUS in the work area is sufficient to erode, carry or deposit material, activities certified herein shall cease until:
The flow decreases below the point where sediment movement ceases, or control measures have been undertaken; e.g., equipment and materials easily transported by flow are protected with non-erodible barriers or moved outside the flow area.
20) The applicant will erect any barriers, covers, shields and other protective devices as necessary to prevent any construction materials, equipment or contaminants/pollutants from falling, being thrown or otherwise entering any WUS.
21) The applicant must designate area(s) for equipment staging and storage located entirely outside of any WUS. In addition, the applicant must designate areas, located entirely outside of any WUS, for fuel, oil and other petroleum product storage and for solid waste containment. All precautions shall be taken to avoid the release of wastes, fuel or other pollutants to any WUS. Any equipment maintenance, washing or fueling that cannot be done offsite will be performed in the designated area with the following exception: equipment too large or unwieldy to be readily moved; e.g., large cranes, may be fueled and serviced in the WUS (but outside of standing or flowing water) as long as material specifically manufactured and sold as spill containment is in place during fueling/servicing. All equipment shall be inspected for leaks, all leaks shall be repaired and all repaired equipment will be cleaned to remove any fuel or other fluid residue prior to use within (including crossing) any WUS. The applicant shall have a spill containment plan onsite to ensure that pollutants are prevented from entering any WUS. Any pollutant generated by activities certified herein shall be properly disposed of in accordance with applicable regulations. A spill response kit will be maintained in this (these) area(s) to mitigate any spills. The kit will include material specifically manufactured and sold as spill adsorbent/absorbent and spill containment. The applicant will ensure that whenever there is activity on the site, that there are personnel on site trained in the proper response to spills and the use of spill response equipment.
22) Permanent and temporary pipes and culverted crossings shall be adequately sized to handle expected flow and properly set with end section, splash pads, or headwalls that dissipate water energy to control erosion.

23) All temporary structures, within any WUS, constructed of imported materials and all permanent structures within any WUS, including but not limited to, access roadways; culverted and unculverted crossings; staging areas; material stockpiles; berms, dikes and pads, shall be constructed so as to accommodate overtopping and must resist washout of the feature by streamflow.
24) Any temporary crossing, other than fords on native material, shall be constructed in such a manner so as to provide armoring of the stream channel. Materials used to provide this armoring shall not include anything easily transportable by flow. Examples of acceptable materials include steel plates, wooden planks, pre-cast concrete planks or blocks; examples of unacceptable materials include clay, silt, sand and gravel finer than cobble (roughly fist-sized). The armoring must, via mass, anchoring systems or a combination of the two, resist washout. Any ford shall be designed, and maintained as necessary, to carry the proposed traffic without causing erosion or sedimentation of the stream channel while dry or during a flow event equal to or less than the crossing's design event; i.e., the flow event which closes the ford to traffic. No unarmored ford shall be subject to heavy-truck or equipment traffic after a flow event until the stream bed is dry enough to support the traffic without disturbing streambed material to a greater extent than in dry conditions. Light vehicles (less than 14,000 pounds gross weight) are not restricted by this condition. Applicant will take measures necessary to prevent approaches to any WUS crossing from causing erosion or contributing sediment to any WUS.
25) Temporary structures constructed of imported materials are to be removed no later than upon completion of the permitted activity.
26) Temporary structures constructed of native materials, if they provide an obstacle to flow or can contribute to or cause sedimentation or erosion, are to be removed no later than upon completion of the permitted activity.
27) Upon completion of the activities certified herein (except as noted in condition 28 -concrete curing), areas within any WUS shall be promptly cleared of all forms, piling, construction residues, equipment, debris or other obstructions.
28) If fully, partially or occasionally submerged structures are constructed of cast-in-place concrete instead of pre-cast concrete, applicant will take steps; e.g., sheet piling or temporary dams, to prevent contact between water (instream and runoff) and the concrete until it cures and until any curing agents have evaporated or otherwise cease to be available; i.e., are no longer a pollutant threat. Where practicable, construction work will be during extreme low water conditions or at a time and season with the highest probability of ensuring work is done in "the dry".
29) Any permanent WUS crossings other than fords, shall not be equipped with gutters, drains, scuppers or other conveyances that allow untreated runoff (due to events equal to or lesser in magnitude than the design event for the crossing structure) to directly enter a WUS if such runoff can be directed to a local stormwater drainage, containment and/or treatment system.
30) Applicant will clear debris as needed from culverts, ditches, dips and other drainage structures in any WUS to prevent clogging or conditions that may lead to washout.

<u>Table 2</u> - EPA 401 WQC for Tribal Lands (All Indian Reservations except Fort Apache, Hopi, Hualapai and Navajo Indian Reservations**)**

NWP	Conditional Certification		Notification	Impact Limits	Notes
	General Conditions	Specific Conditions			
1 - Aids to Navigation	X		MPCN	None	
2 - Structures in Artificial Canals	X		MPCN	None	
3 – Maintenance	X	X	PCN or MPCN	Generally no increase in fill footprint	1,2
4 - Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	X		MPCN	None	
5 - Scientific Measurement Devices	X		MPCN	25 cyds	
6 - Survey Activities	X		MPCN	25 cyds	
7 - Outfall Structures and Associated Intake Structures	X		PCN	None	
8 - Oil and Gas Structures on the Outer Continental Shelf	X		PCN	None	
9 - Structures in Fleeting and Anchorage Areas	X		MPCN	None	
10 - Mooring Buoys	X		MPCN	None	
11 - Temporary Recreational Structures	X		MPCN	None	
12 - Utility Line Activities	X	X	PCN or MPCN	**½ acre or 300'	3,4
13 - Bank Stabilization	X	X	PCN or MPCN	**½ acre or 300'	5
14 - Linear Transportation Projects	X	X	PCN or MPCN	**½ acre or 300' nontidal, ⅓ acre or 300' tidal	3
15 - U.S. Coast Guard Approved Bridges	X		MPCN	None	
16 - Return Water From Upland Contained Disposal Areas	X		MPCN	None	
17 - Hydropower Projects	X		PCN	None	
18 - Minor Discharges	X		PCN or MPCN	1/10 acre or 25 cyds	
19 - Minor Dredging	X		MPCN	25 cyds	
20 - Response Operations for Oil and Hazardous Substances	X		MPCN	None	
21 - Surface Coal Mining Activities	X	X	PCN	½ acre or 300'	6
22 - Removal of Vessels	X		PCN or MPCN	None	
23 - Approved Categorical Exclusion	X		PCN or MPCN	None	
24 - Indian Tribe or State Administered Section 404 Programs	X		MPCN	None	
25 - Structural Discharges	X		MPCN	None	
26 - [Reserved]					
27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities	X	X	PCN or MPCN	None	7
28 - Modifications of Existing Marinas	X		MPCN	None	
29 - Residential Developments	X	X	PCN or MPCN	**¼ acres for single house, ½ acres or 300' for multi-unit	8, 9
30 - Moist Soil Management for Wildlife	X		MPCN	None	
31 - Maintenance of Existing Flood Control Facilities	X	X	PCN	None	10
32 - Completed Enforcement Actions	X		MPCN	5 acres non-tidal or 1 acre tidal	
33 - Temporary Construction, Access, and Dewatering	X		PCN	None	
34 - Cranberry Production Activities	X		PCN	10 acres	
35 - Maintenance Dredging of Existing Basins	X		MPCN	Lesser of previously authorized or controlling depths	
36 - Boat Ramps	X		PCN or MPCN	50 cyds, 20'-wide ramp	8
37 - Emergency Watershed Protection and Rehabilitation	X		PCN or MPCN	None	
38 - Cleanup of Hazardous and Toxic Waste	X		PCN	None	
39 - Commercial and Institutional Developments	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
40 - Agricultural Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
41 - Reshaping Existing Drainage Ditches	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
42 - Recreational Facilities	X	X	PCN	½ acre or 300' non-tidal	
43 - Stormwater Management Facilities	Individual Certification Required		MPCN	Not Applicable	
44 - Mining Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
45 - Repair of Uplands Damaged by Discrete Events	X	X	PCN or MPCN	**½ acre or 300'	8
46 - Discharges in Ditches	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
47 - [Reserved]					
48 - Commercial Shellfish Aquaculture Activities	X	X	PCN or MPCN	**Impacts of submerged aquatic veg. prohibited	
49 - Coal Remining Activities	X	X	PCN or MPCN	**½ acre or 300' non-tidal	8
50 - Underground Coal Mining Activities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
51 - Land-Based Renewable Energy Generation Facilities	X	X	PCN or MPCN	½ acre or 300' non-tidal	8
52 - Water-Based Renewable Energy Generation Pilot Projects	X	X	PCN or MPCN	½ acre or 300'	

X=Conditional Certification requires compliance with General and Specific Conditions on following pages.
MPCN=Modified Pre-Construction (MPCN) must be submitted to EPA even though Corps notification is not required.
PCN=Pre-Construction Notification (PCN) submitted to Corps must also be submitted to EPA.
** Impacts limits are modified by EPA

Notes:
1. No undersized structures
2. Bioengineering used whenever practicable
3. Only once per single and complete project with independent utility
4. Waiver approval required from EPA for 300"
5. Waiver approval required from EPA
6. EPA approves mitigation plan first
7. Approval required from EPA
8. Waiver approval required from EPA
9. No recreational impacts authorized
10. Approval for levee vegetation removal required from EPA

EPA 401 WQC General and Specific Nationwide Permit Conditions for Tribal Lands
(All Indian Reservations except Fort Apache, Hopi, Hualapai and Navajo Indian Reservations)
General Conditions

Projects that are unable to comply with the general conditions of this programmatic certification are denied certification without prejudice and the applicant must apply to EPA for an individual certification. Applicants can apply for an individual certification by providing the same content required in a MPCN described in General Condition 01. *Notification*, of this programmatic certification, but EPA may request additional project information for individual certifications after receiving notification materials. When an individual certification is required, EPA will strive to issue, deny, or waive certification within sixty days of receipt of complete project information, but our review shall not exceed one year, the statutory limit beyond which certification is considered waived.[1]

01. Notification - To improve the government's ability to demonstrate whether the NWP program has minimal adverse impacts to the aquatic environment, individually and cumulatively, all NWP-authorized projects proceeding on tribal lands within Region 9 shall submit a form of notification to EPA Region 9 as described below.[2] Notification is required in order to be eligible for any NWP under this certification.

Projects seeking authorization under this certification will fall under one of the following two notification categories:

Pre-Construction Notification (PCN):

The Corps already requires a PCN, subject to criteria in the Corps' General Condition 31, because the project proposes use of a NWP that requires a PCN automatically or for specific activities authorized by the NWP. Applicants must simply forward a second copy of the PCN already required by the Corps to EPA Region 9 for notification. If a PCN is already required by the Corps and a waiver of impact limits is proposed beyond what is approved under this certification, applicants must include written determinations specified in General Condition 02. *Waivers* for EPA approval.

Modified Pre-Construction Notification (MPCN):

a)The Corps does not require a PCN for any activities authorized under the NWP proposed for use, or for impacts below limits identified in the NWP for a PCN. Applicants must forward a MPCN to EPA Region 9 for notification, subject to the criteria below. If a waiver of impact limits is proposed beyond what is approved under this certification, applicants must include written determinations specified in General Condition 02. *Waivers* for EPA approval. 1)***Timing.*** Applicants shall submit an MPCN to EPA Region 9 as early as possible, and in advance of any authorization letter from the Corps allowing the applicant to proceed under a given NWP. When an EPA approval is required by condition of this certification, EPA will act within sixty days of receiving a complete MPCN. 2)***Content.*** MPCNs must be in writing (electronic mail submittal is acceptable) and include the following information: a) Name, address and telephone numbers of the applicant and any agents or representatives. If available, the electronic mail address and fax numbers for these persons; b) Location of the proposed project; c) A description of the proposed project and impacts including i)the project's purpose; ii) direct and indirect adverse environmental effects the project would cause, including the proposed acreages and linear feet (for streams) of waters impacted, avoided, and where applicable, created or otherwise mitigated; iii) any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to determine compliance with NWP and EPA 401 conditions and to determine whether compensatory mitigation may be necessary. Maps, drawings and/or photographs of the project area and aquatic resources are not mandatory, but usually help to clarify the project and allow for quicker review. At minimum, a narrative description of any special aquatic sites and other waters of the United States on the project site must be included; b) Consistent with General Condition 02. *Waivers*, a written demonstration that any proposed impact limit waiver that may be allowable under this certification will result in minimal impacts to aquatic resource functions; c) Consistent with General Condition 03. *Avoidance, Minimization, and Mitigation*, a written statement documenting measures taken to avoid and minimize temporary and permanent impacts to waters of the U.S.; d) Consistent with General Condition 04. *Prohibition on the Multiple Use of One NWP for a Single Project,* for proposed utility or transportation projects where the same NWP is proposed at multiple locations, a written determination will be provided describing independent utility of each impact location and how the project will not contribute to more than minimal direct, indirect and cumulative impacts to waters of the U.S., either at the impact site or to upstream, downstream, or adjacent aquatic resources. e) The name(s) of any species listed as endangered or threatened under the Endangered Species Act which may be adversely affected by the proposed work, either directly or by impacting designated critical habitat; f) Identification of any cultural or historic properties listed in, or eligible for listing in, the National Register of Historic Places that may be adversely affected by the proposed work. Written notification should be mailed to USEPA Region 9, WTR-8, 75 Hawthorne Street, San Francisco, CA 94105.

02. Waivers - For certain NWPs, Corps District Engineers may waive impact thresholds for intermittent and ephemeral drainages by making a written determination that the discharge will result in minimal adverse effects. To ensure that these waters, commonly found on tribal lands in the arid southwest, receive an adequate level of protection, and to prevent the NWP Program from having more than minimal adverse impacts to the aquatic environment, all proposed impact limit waivers are denied under this certification unless EPA approves a written determination that the waiver will not exceed minimal impacts to aquatic resource functions. For some NWPs where the Corps does not include an impact limit, EPA has added an impact limit as a permit-specific condition. Some of these NWPs also include a condition that a waiver may be provided when EPA approves a written determination that the waiver will not exceed minimal impacts to aquatic resource functions. Impacts to special aquatic sites are not permitted under this certification unless EPA approves a written determination that impacts to aquatic resource functions will be minimal. "Special aquatic sites" include sanctuaries and refuges, wetlands, mud flats, vegetated shallows, coral reefs and riffle pool complexes. When EPA approval is required for a waiver, EPA will act within sixty days of receiving a complete PCN or MPCN.

03. Avoidance, Minimization, and Mitigation - To protect water quality and beneficial uses of U.S. waters on tribal lands, all projects using NWPs must avoid discharges to the maximum extent practicable, and utilize the best available and practicable means of minimizing the adverse impact of discharges that cannot be avoided. A written statement documenting measures taken to avoid and minimize temporary and permanent impacts to waters of the U.S. will be provided to EPA and the Corps with each PCN or MPCN. To the extent practicable, temporary impact sites will be returned to pre-construction contours and substrate. Where applicable, banks shall be reseeded or replanted with native vegetation. EPA shall make a written determination, within sixty days of receipt of a complete PCN or MPCN, whether compensatory mitigation measures are required to ensure the activity will have only minimal adverse effects, but no such determination is required for a project to begin work if otherwise in compliance with the NWP, this programmatic certification, and any applicable tribal or local authorities' requirements. Nevertheless, should compensatory mitigation be determined necessary by EPA, the mitigation becomes a condition of water quality certification and thus a condition of the Corps' permit. Failure to address an EPA mitigation requirement would therefore place a permittee out of compliance with their NWP and potentially subject to a range of

[1] Clean Water Act Section 401 Certification (a): http://water.epa.gov/lawsregs/guidance/wetlands/sec401.cfm
[2] NOTE: this requirement does not modify or eliminate existing Corps requirements regarding PCNs for projects proceeding on tribal lands (or elsewhere).

Corps and EPA enforcement actions. The need for post-project performance and/or mitigation monitoring and reporting (if applicable) will be determined by EPA on a case-by-case basis.

04. Prohibition on the Multiple Use of One NWP for a Single Project - Permittees may not use the same NWP multiple times (more than once) for one single and complete project at locations that do not have independent utility; to do so circumvents acreage limitations of the NWPs and may result in more than minimal adverse impacts to water quality and other ecosystem services. For example, under this certification, linear transportation projects on tribal lands must sum the impacts of each proposed crossing of individual waters of the U.S. and use that total to determine eligibility for NWP 14 (Linear Transportation Projects). If the acreage or linear foot impacts exceed the limits of the applicable NWP (or combination of applicable *different* NWPs), minimal adverse impacts to water quality may be exceeded and the project is not eligible for 401 certification under this programmatic action. Under these circumstances, projects must seek individual certification from EPA, and EPA may grant, grant with conditions, waive, or deny 401 certification of the project under the NWP. In the event of a denial, the NWP would not be available to the project proponent and therefore applicants may need to apply to the Corps for authorization under a different General Permit, Letter of Permission, or Individual Permit as appropriate and determined by the Corps. EPA would review these other proposed permit actions for case-by-case certification. Note that, on a case-by-case basis, EPA may waive this General Condition and allow the use of multiple NWPs if the applicant so appeals, and demonstrates in their PCN or MPCN that authorization under the NWP will result in minimal and/or completely mitigated impacts to the aquatic environment, individually and cumulatively.

05. Use of Appropriate Fill Material - To the extent practicable, local, native materials should be used as fill material. (*e.g.*, soil, sand, or rock from the site or near the site; clean building materials or clean imported earthen fill). Inappropriate and unauthorized fill materials include, but are not limited to: tires, junked or abandoned vehicles, appliances, or other equipment; garbage; debris; oil drums or other chemically contaminated vessels; artificial turf; non-native vegetation; etc. If an applicant has any doubts or questions about the suitability of a proposed fill material, they should consult with the Corps and/or EPA prior to discharging into waters of the U.S. Such consultation may be via phone, or written letter, fax or electronic mail.

06. Dewatered Conditions - Discharges below the ordinary high water mark or within jurisdictional wetlands are not approved under this certification unless the discharge site is naturally dewatered (*e.g.*, seasonally dry), or dewatering has been authorized by the Corps, thereby avoiding direct discharge of pollutants into the water column. If the site is artificially dewatered, permittees shall, to the extent practicable, avoid dewatering techniques that require additional temporary or permanent discharges of fill material within jurisdictional waters (*e.g.*, coffer dams).

07. Fills Within Floodplains - Projects requiring NWP authorization for discharges of fill material within 100-year floodplains shall include in their PCN or MPCN a statement of compliance with Executive Order 11988 (Floodplain Management). However, discharges within the FEMA-mapped 100-year floodplain associated with residential and commercial development are not certified for use under the NWP program on tribal lands. The 100-year floodplain is based on hydrologic conditions prior to permit issuance.

08. Best Management Practices - Except as specified in the application, no debris, silt, sand, cement, concrete, oil or petroleum, organic material, or other construction related materials or wastes shall be allowed to enter into or be stored where it may be washed by rainfall or runoff into waters of the U.S. Silt fences, straw wattles, and other techniques shall be employed as appropriate to protect waters of the U.S. from sedimentation and other pollutants. Water used in dust suppression shall not contain contaminants that could violate surface water or aquifer standards. Permittees and their contractors shall take necessary steps to minimize channel and bank erosion within waters of the United States during and after construction. A copy of the permit conditions shall be provided to all contractors and subcontractors, and will be posted visibly at project construction sites.

09. Transportation Projects - Permittees shall implement State transportation agencies' guidelines for construction sites to protect water quality and aquatic habitat. In California, CALTRANS has guidance in the *CALTRANS Stormwater Quality Manuals and Handbooks*[3]; in Nevada NDOT has guidance in their *NDOT Water Quality Manuals*[4]; and in Arizona, ADOT has guidance in their *Erosion and Pollution Control Manual*[5].

10. Inspections - The permittee shall allow EPA representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the NWP verification.

11. Buffers - Unless specifically determined to be impracticable by the Corps and EPA, for NWPs 29, 39, 40, and 42, the permittee shall establish and maintain upland buffers in perpetuity between upland structures constructed as part of the project approved by the NWP and all preserved open waters, streams and wetlands, including created, restored, enhanced or preserved waters of the U.S. Buffers should be vegetated whenever practicable. Plantings in buffers should be dominated by native species, and not include any federal or state listed invasive or noxious weed species[6]. Except in unusual circumstances, as determined by the Corps and EPA, buffers shall be at least 50 feet in width from the lateral limits of the Corp's jurisdiction[7].

12. *Protected Lands* - The permittee shall record the NWP verification with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title of interest in real property for areas designated to be preserved as part of compensatory mitigation for authorized impacts, including any associated covenants or restrictions.

13. *Impaired Water Bodies* - If a proposed activity would result in dredge or fill in water bodies listed as impaired under Section 303(d) of the CWA, the PCN or MPCN must include specific measures that will be used to avoid exacerbating the impairment(s).[8]

[3] http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm
[4] http://www.nevadadot.com/About_NDOT/NDOT_Divisions/Engineering/Hydraulics/Water_Quality_BMP_Manuals.aspx
[5] http://www.azdot.gov/inside_adot/OES/Water_Quality/Stormwater/Manuals.asp
[6] http://plants.usda.gov/java/noxiousDriver
[7] Ordinary high water mark in non-tidal and the mean higher high water line in tidal waters
[8] EPA Region 9 lists of impaired water bodies: http://www.epa.gov/region9/water/tmdl/303d.html

Specific Nationwide Permits

NWP-01 Aids to Navigation - Subject to the General Conditions (GCs) above, this NWP is hereby programmatically certified.

NWP-02 Structures in Artificial Canals - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-03 Maintenance - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. "Currently serviceable structures" which may be maintained under this permit do not include undersized culverts or structures that cause or exacerbate channel incision, bank destabilization, and/or prevent fish and wildlife passage due to inadequate design or construction standards. Certification of this permit is granted only if the existing structure proposed to be maintained demonstrably preserves (via design, flow modeling or other information in the PCN) the natural functions of the affected aquatic resource when the structure is fully operational. Otherwise, an alternative permit should be utilized as appropriate (*e.g.*, NWP 13 Bank Stabilization). Where existing bank stabilization structures are to be maintained, bioengineered methods shall be utilized to the extent practicable in lieu of "rip-rap" or other hardscape engineered materials. This permit shall not authorize the enlargement of, or increase in, the footprint of a structure within waters of the U.S., unless that enlargement consists of the replacement of existing artificial channel armoring materials (e.g., rip-rap, soil cement, etc.) with low-impact bioengineered natural channel design structures (e.g., log revetments, geotextile rolls/mats, root wads, brush mattresses, willow wattling, etc.)

NWP-04 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-05 Scientific Measurement Devices - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-06 Survey Activities - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-07 Outfall Structures and Associated Intake Structures - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-08 Oil and Gas Structures on the Outer Continental Shelf - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-09 Structures in Fleeting and Anchorage Areas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-10 Mooring Buoys - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-11 Temporary Recreational Structures - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-12 Utility Line Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of waters of the U.S., including intermittent and ephemeral streams. Only the 300 linear foot limit may be waived by EPA upon approval, consistent with General Condition 02. *Waivers*. Under this certification, NWP 12 can only be used once for a single and complete project having independent utility. When NWP 12 is proposed for multiple locations a written determination will be provided describing independent utility of each impact location for approval by EPA, consistent with General Condition 01. *Notification*. Permittees are required to ensure that the construction of utility lines does not result in the draining of any water of the U.S., including wetlands. This may be accomplished through the use of clay blocks, bentonite, or other suitable material (as approved by EPA) to seal the trench. For utility line trenches, during construction, the permittee shall remove and stockpile, separately, the top 6 – 12 inches of topsoil. Following installation of the utility line(s), the permittee shall replace the stockpiled topsoil on top and seed the area with native vegetation.
NWP-13 Bank Stabilization - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of waters of the U.S., including intermittent and ephemeral streams. All bank stabilization activities under this permit shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.) or a combination of hard-armoring (e.g. rock) and native vegetation or bioengineered design techniques, unless specifically determined to be impracticable by the EPA.
NWP-14 Linear Transportation Projects - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of non-tidal waters of the U.S., including intermittent and ephemeral streams, and 1/3 acre or 300 linear feet of tidal waters of the U.S. NWP 14 can only be used once for a single and complete project having independent utility. When NWP 14 is proposed for multiple locations a written determination will be provided describing independent utility of each impact location for approval by EPA, consistent with General Condition 01. *Notification.* All bank stabilization activities under this permit shall involve either the sole use of native vegetation or other bioengineered design techniques (e.g. willow plantings, root wads, large woody debris, etc.) or a combination of hard-armoring (e.g. rock) and native vegetation or bioengineered design techniques, unless specifically determined to be impracticable by the EPA.
NWP-15 U.S. Coast Guard Approved Bridges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-16 Return Water from Upland Contained Disposal Areas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-17 Hydropower Projects - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-18 Minor Discharges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-19 Minor Dredging - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-20 Response Operations for Oil and Hazardous Substances - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-21 Surface Coal Mining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Before an applicant may use this permit, EPA must approve a compensatory mitigation plan sufficient to ensure impacts to aquatic resource functions are minimal.
NWP-22 Removal of Vessels - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-23 Approved Categorical Exclusions - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-24 Indian Tribe or State Administered Section 404 Programs - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-25 Structural Discharges - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-26 [Reserved]
This NWP is no longer in use. No certification is necessary.
NWP-27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities - Subject to the GCs above, and the following permit-specific condition, this NWP is hereby programmatically certified. Upon review of a PCN or MPCN, consistent with General Condition 01. *Notification*, EPA will approve or deny on a case-by-case basis whether the proposed project will result in a net increase in aquatic resource functions and services, consistent with the NWP. An individual certification may be required in the event EPA denies approval of a waiver for this NWP.
NWP-28 Modifications of Existing Marinas - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-29 Residential Developments - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to 1/4 acre of impacts to non-tidal waters of the U.S. for single family houses, and the greater of 1/2 acre or 300 linear feet of impact to waters of the U.S. for multi-unit residential developments. Under this certification, this permit will not be used to approve residential developments and their attendant features within the 100-year floodplain. The 100-year floodplain is determined based on hydrologic conditions at the time of the NWP application. Recreational facilities such as playgrounds, playing fields, and golf courses are not authorized under this certification. These projects are separate and distinct from residential developments, are not required to be included in a residential development project for it to be practicable, and their construction within waters is normally avoidable.
NWP-30 Moist Soil Management for Wildlife - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-31 Maintenance of Existing Flood Control Facilities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Upon review of a PCN, consistent with General Condition 01. *Notification*, EPA will approve or deny on a case-by-case basis whether the proposed project will result in minimal impacts to waters of the U.S. for projects that include removal of levee vegetation.
NWP-32 Completed Enforcement Actions - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-33 Temporary Construction, Access, and Dewatering - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-34 Cranberry Production Activities - Subject to the GCs above, this NWP is hereby programmatically certified.
NWP-35 Maintenance Dredging of Existing Basins - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-36 Boat Ramps - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to 50 cubic yards of fill and ramps that are 20 feet wide or less.

NWP-37 Emergency Watershed Protection and Rehabilitation - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-38 Cleanup of Hazardous and Toxic Waste - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-39 Commercial and Institutional Developments - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Under this certification, this permit will not be used to approve commercial and institutional developments and their attendant features within the 100-year floodplain. The 100-year floodplain is determined based on hydrologic conditions at the time of the NWP application. Recreational facilities such as playgrounds, playing fields, and golf courses are not authorized under this certification. These projects are separate and distinct from commercial and institutional development, are not required to be included in such developments to be practicable, and their construction within waters is normally avoidable.

NWP-40 Agricultural Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Construction of farm ponds under this certification is limited to those that do not qualify for the Clean Water Act section 404(f)(1)(C) exemption because of the recapture provision at section 404(f)(2). Under this certification, no discharges are authorized which would impact hydrological connectivity between jurisdictional waters to such an extent as to convert waters of the U.S. to uplands, or otherwise isolate waters and eliminate federal regulatory jurisdiction. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-41 Reshaping Existing Drainage Ditches - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams. All sidecast materials from excavation must be stored and/or disposed of within non-jurisdictional uplands under this certification. A statement must be included in the notification as to how the applicant's activities will improve water quality. Under this certification, no discharges are authorized which would impact hydrological connectivity between jurisdictional waters to such an extent as to convert waters of the U.S. to uplands, or otherwise isolate waters to eliminate federal regulatory jurisdiction.

NWP-42 Recreational Facilities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-43 Stormwater Management Facilities - Use of this NWP is not covered by this programmatic certification, and prospective users on tribal lands must seek individual project certification from EPA in all cases. NWP authorization of constructing stormwater facilities within waters of the U.S. discourages applicants from using practicable construction options that locate stormwater retention and detention facilities "off line" from streams. For example, retention facilities are often built as sediment (or debris) basins within a stream. This practice includes constructing a dam in the stream, excavating out a basin, and regular sediment removal to maintain the structure. These facilities cause considerable and unnecessary damages to stream functions as retention facilities can be located "off line" by constructing a high flow diversion channel above the ordinary high water mark. If applicants can continue to use the traditional, more damaging practices that are sanctioned by this NWP, there is no incentive for these management practices to improve. We do not believe NWP-43 for new facilities complies with the CWA Section 404(b)(1) Guidelines. CWA section 401 certification for this NWP is denied without prejudice. Applicants for projects on tribal lands must apply to EPA for individual certification if this NWP is proposed to be used. Applicants can apply for an individual certification by providing the same content required in a MPCN described in General Condition 01. *Notification*, of this certification.

NWP-44 Mining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Applicants must ensure that mining activities (e.g., aggregate mining) approved by this NWP will not cause upstream head cutting or downstream incision. Notification to EPA shall include a narrative description and design drawing, when applicable, of any measure that will be implemented to comply with the condition. When used for in-stream aggregate mining activities, compensatory mitigation is likely to be required due to extensive indirect impacts and temporal losses typical of this type of impact.

NWP-45 Repair of Uplands Damaged by Discrete Events - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-46 Discharges in Ditches

Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified.

Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams.

NWP-47 [Reserved] - This NWP is no longer in use. No certification is necessary.

NWP-48 Commercial Shellfish Aquaculture Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Under this certification, impacts to submerged aquatic vegetation are prohibited, consistent with NWP 19. *Minor Dredging*, and NWP 36. *Boat Ramps*.

NWP-49 Coal Remining Activities - Subject to the GCs above, and the following permit-specific conditions, this NWP is hereby programmatically certified. Unless approved by EPA, consistent with General Condition 02. *Waivers*, impacts under this permit are limited to the greater of 1/2 acre or 300 linear feet of impacts to non-tidal waters of the U.S., including intermittent and ephemeral streams. Applicants must provide information in the PCN illustrating that activities authorized under NWP-49 will result in a net increase in aquatic resource functions.

NWP-50 Underground Coal Mining Activities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-51 Land-Based Renewable Energy Generation Facilities - Subject to the GCs above, this NWP is hereby programmatically certified.

NWP-52 Water-Based Renewable Energy Generation Pilot Projects - Subject to the GCs above, this NWP is hereby programmatically certified.

LOS ANGELES DISTRICT
US ARMY CORPS OF ENGINEERS

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY NATIONWIDE PERMIT

Permit Number: SPL-2012-456-RJD

Name of Permittee: Karen L. Lamberton, Community Development Dept., Cochise County

Date of Issuance: April 23, 2013

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it to the following address using any **ONE** of the following:

1) Email a digital scan of the signed certificate to robert.j.dummer@usace.army.mil

OR

2) Mail the signed certificate to

US Army Corps of Engineers
ATTN: Regulatory Division SPL-2012-74-RJD
3636 North Central Avenue, Suite 900
Phoenix, Arizona 85012-1939

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(l)(3) to confirm that the appropriate number and resource type of credits have been secured.

_____ _____

Signature of Permittee Date

U.S. Department of Transportation
Federal Highway Administration

ARIZONA DIVISION

4000 North Central Avenue
Suite 1500
Phoenix, Arizona 85012-3500
Phone: (602) 379-3646
Fax: (602) 382-8998
http://www.fhwa.dot.gov/azdiv/index.htm

February 26, 2013

In Reply Refer To:
HPP-CCH-0(202)A
HOP-AZ

HPP-CCH-0(202)A
TRACS No. 0000 CH CCH SS954 01C
Davis Road Drainage Improvements MP 9.6 to 10.4
Continuing Section 106 Consultation
Final Memorandum of Agreement

Ms. Carol Legard, FHWA Liaison
Advisory Council on Historic Preservation
1100 Pennsylvania Avenue, NW
Washington, DC 20004

Dear Ms. Legard:

The Federal Highway Administration (FHWA) and the Arizona Department of Transportation (ADOT) are planning a drainage improvement project along Davis Road near the City of Tombstone in Cochise County, Arizona. As this project qualifies for federal funding, it is considered an undertaking subject to Section 106 review. The project occurs on private and Arizona State Land Department owned land. Consulting parties include FHWA, ADOT, the State Historic Preservation Office, the Arizona State Land Department, the Arizona State Museum, the Tohono O'odham Nation, the San Carlos Apache Tribe, the Pascua Yaqui Tribe, the Yavapai-apache Nation, and the Hopi Tribe. The White Mountain apache Tribe has declined to participate in further consultation.

Previous consultation determined that this undertaking would result in adverse effects to historic properties, and a memorandum of agreement (MOA) was executed. Documentation associated with this undertaking was provided to the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR § 800.11(f) on December 4, 2012 (Petty [FHWA] to Legard [Council]). The Council opted not to participate in consultation for this undertaking (Johnson [Council] to Petty [FHWA] January 11, 2013). The purpose of this letter is provide the Council with a copy of the enclosed executed MOA pursuant to 36 CFR § 800.6(b)(1)(iv).

If you require additional information or if you have any questions or comments, please contact James Matthew Mallery, ADOT Historic Preservation Specialist, at (928) 779-7595 or email JMallery@azdot.gov.

Sincerely yours,

for Karla S. Petty
Division Administrator

Enclosure

MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION
ARIZONA DEPARTMENT OF TRANSPORTATION
ARIZONA STATE HISTORIC PRESERVATION OFFICE
ARIZONA STATE MUSEUM
TOHONO O'ODHAM NATION
SAN CARLOS APACHE NATION
PASCUA YAQUI TRIBE
YAVAPAI-APACHE NATION

REGARDING DATA RECOVERY AT ARCHAEOLOGICAL SITE AZ FF:5:43 (ASM)
DAVIS ROAD; MILEPOSTS 9.9
PROJECT NO. HPP-CCH-0(202)A
TRACS NO. 0000 CH CCH SS954 01C
COCHISE COUNTY, ARIZONA

WHEREAS, the Federal Highway Administration (FHWA) and the Arizona Department of Transportation (ADOT) are planning to assist Cochise County with the installation of a pipe culvert along Davis Road southeast of Tombstone, using federal funds, in Cochise County, Arizona; and

WHEREAS, the scope of work for this project ("Undertaking") involves installing an 18 inch to 24 inch pipe culvert at one location along Davis Road and will hereafter be referred to as the "Undertaking"; and

WHEREAS, the area of potential effects (APE) for the Undertaking is defined as an approximately 3,800 foot long by 200 foot wide area centered along the Davis Road centerline, and offset along the southwest inside curve, as well as an alternative drainage footprint halfway along this area on the southwest side of Davis Road at milepost 9.9 on new right-of-way (ROW) acquired from ASLD and private land owners; and

WHEREAS, construction of the Project will occur on private land and State Trust land administered by the Arizona State Land Department (ASLD); and

WHEREAS, the FHWA is the lead Federal agency for the undertaking and has participated in consultation with ADOT, the Arizona SHPO, the ASLD, the Arizona State Museum (ASM), the Advisory Council on Historic Preservation (ACHP), the Tohono O'odham Nation, the San Carlos Apache Nation, the White Mountain Apache Tribe, the Pascua Yaqui Tribe, the Yavapai-apache Nation, and the Hopi Tribe in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 et seq.) ("NHPA"); and its implementing regulations (36 CFR 800); and

WHEREAS, FHWA will notify the consulting parties as to any changes in scope of work or the APE and will address the impacts such a change will have to cultural resources; and

WHEREAS, the FHWA, in consultation with the Arizona SHPO, has determined that, pursuant to 36 CFR 800.4(c), archaeological site AZ FF:5:43 (ASM) is eligible for inclusion in the National Register of Historic Places (NRHP) under Criterion D; and

WHEREAS, the FHWA, in consultation with the Arizona SHPO, has determined pursuant to 36 CFR 800.5(a) that the Project will have an adverse effect upon historic property AZ FF 5:43 (ASM); and

WHEREAS, the FHWA has consulted with the Arizona SHPO, the ASLD, the Arizona State Museum (ASM), the Tohono O'odham Nation, the San Carlos Apache Nation, the White Mountain Apache Tribe, the Pascua Yaqui Tribe, the Yavapai-Apache Nation, and the Hopi Tribe and the Advisory Council on Historic Preservation (the "Council") in accordance with Section 106 of the NHPA (16 U.S.C. 470f) and its implementing regulations (36 CFR 800.6) to resolve the adverse effect on historic property AZ FF:5:43 (ASM); and

WHEREAS, the FHWA has notified the Council of the adverse effect and invited the Council's participation in the Project, pursuant to 36 CFR 800.6(a)(1), and the Council has declined to participate in further consultation; and

WHEREAS, the FHWA has invited ADOT, the Arizona SHPO, the ASLD, and the ASM to participate in consultation and to become signatories to this Agreement and ASLD has declined to participate in the MOA as the historic property is not located on their land; and

WHEREAS, the Indian Tribes that may attach religious or cultural importance to affected properties have been consulted pursuant to 36 CFR 800.2 (c)(2)(ii), the Tohono O'odham Nation, the San Carlos Apache Nation, the White Mountain Apache Tribe, the Pascua Yaqui Tribe, the Yavapai-Apache Nation, and the Hopi Tribe have been invited to be concurring parties in this Agreement and the White Mountain Apache Tribe has declined to be a concurring party and the Hopi Tribe has deferred to the SHPO in regards to the MOA but wishes to be included in further consultation and therefore has been removed as a concurring party; and

WHEREAS, SHPO is authorized to enter into this memorandum of agreement (MOA) in order to fulfill its role of advising and assisting Federal agencies in carrying out their responsibilities under the following federal statutes: Sections 101 and 106 of the NHPA of 1966, as amended, 16 USC 470f, and pursuant to 36 CFR Part 800, regulations implementing Section 106, at 800.2(c)(1)(i) and 800.6(b); and

WHEREAS, SHPO is authorized to advise and assist federal and state agencies in carrying out their historic preservation responsibilities and cooperate with these agencies under ARS 41-511.04(D)(4); and

WHEREAS, ASM would serve as the repository for project-related materials and records, and will be invited to concur in the Agreement; and

WHEREAS, human remains and associated funerary objects, sacred objects, and objects of cultural patrimony recovered on State and private lands will be treated in accordance ARS §41-844 and ARS §41-865; and

WHEREAS, an agreement regarding the treatment and curation of archaeological resources will be developed by the FHWA and the ASM; and

NOW, THEREFORE, all parties agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 CFR 800 to the Council pursuant to 36 CFR 800.6(b)(1)(iv) and upon the FHWA's approval of the Project, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the Project on historic properties, and that these stipulations shall govern the Project and all of its parts until this MOA expires or is terminated.

Stipulations

The FHWA will ensure that the following measures are carried out.

1) Development of a Data Recovery Work Plan ("Work Plan")

The Work Plan will be submitted by the FHWA to all parties to this Agreement for 30 calendar days' review. The Work Plan will be consistent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716 et seq.), which include the Secretary of the Interior's Standards for Archeological Documentation. Unless any signatory or concurring party objects to the Work Plan within 30 calendar days after receipt of the Work Plan, the FHWA shall ensure that it is implemented prior to construction.

2) The Work Plan will specify:

a) The properties or portions of properties where data recovery will be carried out. Also, it will specify any property or portion of property that would be destroyed or altered without treatment;

b) The results of previous research relevant to the project, the research questions to be addressed through data recovery, with an explanation of their relevance and importance;

c) The field and laboratory analysis methods to be used, with an explanation of their relevance to the research questions;

d) The methods to be used in analysis, data management, and dissemination of data to the professional community and the public, including a proposed schedule for project tasks, including a schedule for the submission of draft and final reports to consulting parties;

e) Procedures for monitoring, evaluating, and treating discoveries of unexpected or newly identified properties during construction of the Project, including consultation with other parties;

f) A protocol for the treatment of human remains, in the event that such remains are discovered, describing methods and procedures for the recovery, analysis, treatment, and disposition of human remains, associated funerary objects, and objects of cultural patrimony. This protocol will reflect concerns and/or conditions identified as a result of consultations among parties to this Agreement.

3) Review and comment on the Work Plan

a) The FHWA will review and subsequently submit the Work Plan concurrently to all consulting parties for review. All consulting parties have 30 calendar days from receipt to review and provide comments to FHWA. All comments will be submitted in writing with copies provided to the other consulting parties. Lack of response within this review period is taken as concurrence with the Work Plan.

b) If revisions to the Work Plan are made, all consulting parties have 20 calendar days from receipt to review the revisions and provide comments to FHWA. Lack of response within this review period will be taken as concurrence with the revised Work Plan.

c) Once the Work Plan is determined adequate by all consulting parties (with SHPO concurrence), FHWA shall issue authorization to proceed with the implementation of the Work Plan, subject to obtaining all necessary permits.

d) Final drafts of the Work Plan will be provided to all consulting parties.

4) Review and Comment on Preliminary Report of Findings

a) Within two weeks of completion of fieldwork, the institution, firm, or consultant responsible for the work will prepare and submit a brief "Preliminary Report of Findings."

b) Upon receipt of a draft of the Preliminary Report of Findings, FHWA will review and subsequently submit such documents concurrently to all consulting parties for review. All consulting parties will have 30 calendar days from receipt to review and provide comments to FHWA. All comments shall be in writing with copies provided to the other consulting parties. Lack of response within this review period will be taken as concurrence with the Preliminary Report of Findings.

c) If revisions to the Preliminary Report of Findings are made, all consulting parties have 20 calendar days from receipt to review the revisions and provide comments to FHWA.

Lack of response within this review period will be taken as concurrence with the revised Preliminary Report of Findings.

d) Once the Preliminary Report of Findings has been accepted as a final document, FHWA will notify appropriate project participants that construction may proceed.

5) Review and Comment on Data Recovery Report

a) Within 24 months following completion of research, analysis, and synthesis of data collected during fieldwork, the institution, firm, or consultant responsible for the work will prepare a Data Recovery Report incorporating all appropriate data analyses and interpretations.

b) Upon receipt of the Data Recovery Report, the FHWA will review and subsequently submit such documents concurrently to all consulting parties for review. All consulting parties will have 30 calendar days from receipt to review and provide comments to FHWA. All comments shall be in writing with copies provided to the other consulting parties. Lack of response within this review period will be taken as concurrence with the Data Recovery Report.

c) If revisions to the Data Recovery Report are made, all consulting parties have 20 calendar days from receipt to review the revisions and provide comments to FHWA. Lack of response within this review period will be taken as concurrence with the revised Data Recovery Report.

6) Standards for Monitoring and Data Recovery

All historic preservation work carried out pursuant to this Agreement shall be carried out by or under the supervision of a person, or persons, meeting at a minimum the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-44739).

7) Curation

All materials and records resulting from the data recovery program conducted within the Project area shall be curated in accordance with State law and with ARPA (16 U.S.C 470aa-mm), as appropriate. The repository for materials will be the Arizona State Museum.

8) Additional Inventory Survey

The FHWA, in consultation with all consulting parties, shall ensure that new inventory surveys of additional rights-of-way and temporary construction easements will include determinations of eligibility that are made in accordance with 36 CFR 800.4 for all historic properties, including properties located in any added staging or use areas. Should any party to this Agreement disagree with the FHWA regarding eligibility, the SHPO shall be consulted and resolution sought within 20 calendar days. If the FHWA and SHPO disagree on eligibility, the FHWA shall request a formal determination from the Keeper of the National Register of Historic Places.

9) Objection by a Signatory or Concurring Party

Should any signatory or concurring party to this Agreement object within 30 days to any plan or report provided for review or to any aspect of this undertaking related to historic preservation issues, the FHWA shall consult with the objecting party to resolve the objection. If the objection cannot be resolved, the FHWA shall request further comments from the Council with reference only to the subject of the dispute; the FHWA's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

10) Discoveries

If potential historic or prehistoric archaeological materials or properties are discovered after construction begins, the person in charge of the construction shall promptly report the discovery to the ADOT Historic Preservation Specialist. If human remains or funerary objects are discovered, ADOT and FHWA shall require construction to immediately cease within the area of the discovery, take steps to protect the discovery, and notify and consult with appropriate Native American groups to determine treatment and repatriation measures in accordance with the previously implemented burial agreement. Other parties to this Agreement shall also be informed of the discovery.

If human remains are not involved, then the ADOT Historic Preservation Specialist and the FHWA shall evaluate the discovery, and in consultation with SHPO, determine if the Work Plan previously approved by the parties to this Agreement is appropriate to the nature of the discovery. If appropriate, the Work Plan shall be implemented. If the Work Plan is not appropriate to the discovery, FHWA shall ensure that an alternate plan for the resolution of adverse effect is developed pursuant to 36 CFR 800.6 and circulated to the consulting parties, who will have 48 hours to review and comment upon the alternate plan. FHWA shall consider the resulting comments, and shall implement the alternate plan once the appropriate project-specific permit has been issued.

11) Amendments

This Agreement may be amended by the signatories pursuant to 36 CFR 800.6. FHWA shall file any amendments with the Council and provide notice to the concurring parties.

12) Termination

Any signatory may terminate the Agreement by providing 30 day written notification to the other signatories. During this 30-day period, the signatories may consult to seek agreement on amendments or other actions that would avoid termination pursuant to 36 CFR 800.6 (c) (1). If the parties cannot agree on actions to resolve disagreements, FHWA will comply with 36 CFR 800.7(a).

13) Fulfillment of Terms

In the event FHWA cannot carry out the terms of this Agreement, the FHWA will comply with 36 CFR 800.3 through 800.6.

13) Other Category

Equal Opportunity/Non-Discrimination: The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statues (Civil Rights), Arizona Executive Order 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

Records: Pursuant to A.R.S. et seq. 35-214, 35-215 and 41-2548, all books, accounts, reports, files, and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State for five years after the termination if this Agreement.

Conflict of Interest: This Agreement is subject to cancellation by the State under A.R.S. et seq. 38-511 if a person significantly involved in the Agreement on behalf of the State is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

Non-Availability of Funds: This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.

Arbitration: To the extent required by A.R.S. Section 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration.

This Agreement shall be null and void if its terms are not carried out within ten (10) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this Agreement by the signatories and its subsequent filing with the Council is evidence that the FHWA has afforded the Council an opportunity to comment on the testing and data recovery associated with construction of the Project, and that the FHWA has taken into account the effects of the undertaking on historic properties.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

By Dale E Gaul Date 1/16/13

Title Environmental Coordinator

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By James Garrison Date 1/22/13

Title AZSHPO

INVITED SIGNATORIES

ARIZONA DEPARTMENT OF TRANSPORTATION

By Paul A. B[illegible] Date 1/11/13

Title MANAGER, ENVIRONMENTAL PLANNING

ARIZONA STATE MUSEUM

By [illegible] Date 2/11/13

Title DIRECTOR

CONCURRING PARTIES

TOHONO O'ODHAM NATION

By _____ Date _____

Title _____

SAN CARLOS APACHE NATION

By _____ Date _____

Title _____

PASCUA YAQUI TRIBE

By _____ Date _____

Title _____

YAVAPAI-APACHE NATION

By _____ Date _____

Title _____

Arizona Department of Transportation, Environmental Planning Group, Qualification Requirements for On-Call Consultants, or Project Consultants working on biological resource components of ADOT projects in Development, Maintenance or Construction.

FISH, WILDLIFE and/or PLANT BIOLOGIST (General) - Authorized duties include: field reviews, writing biological review documents, general Federal T and E species habitat evaluations, general Federal, State and Tribal Sensitive species habitat evaluations, species surveys*, surveying for native plants, noxious weed surveys, riparian/wetland delineations (with 404 expert oversight, when appropriate), and other duties as approved by ADOT. Authorized duties under senior level supervision include: preparation of monitoring reports, preparation of "no effect" biological evaluations, preparation of "may affect" habitat and species impact evaluations. Duties completed under the supervision of a senior level biologist must be completed efficiently without duplication of effort.

QUALIFICATION REQUIREMENTS: Successful completion of a full four-year course of study in an accredited college or university leading to a bachelor's or higher degree, which included a major field (24 semester hours) of study in biological sciences, agriculture, natural resource management, or related disciplines appropriate to the services provided or a combination of education and equivalent experience totaling a minimum of 4 years.

WILDLIFE, FISHERY and/or PLANT BIOLOGIST (Senior)- Authorized duties include: oversight of general level biologists, completion of activities as outlined above for general level biologists, preparation of monitoring reports, completion of "may affect" habitat and species impact evaluations, completion of "may affect" biological evaluations, completion of complex "no effect" biological evaluations, species surveys*, policy or listing analysis, and other duties as approved by ADOT.

QUALIFICATION REQUIREMENTS: 1) Professional knowledge and competence in the science of wildlife and fishery biology and/or plant biology to perform work in evaluating the impact of construction projects or maintenance activities that present potential or actual adverse effects on wildlife, fish or plant resources and their habitats; 2) Professional knowledge and competence in the application of biological facts principles, methods, techniques and procedures necessary for the conservation and management of wildlife, fish and plant resources and their habitats. 3) Successful completion of a full four-year course of study in an accredited college or university leading to a bachelor's or higher degree in biological science which included at least 12 semester hours in wildlife biology, and/or botany, in such subjects as general zoology, invertebrate or vertebrate zoology, comparative anatomy, physiology, genetics, ecology, cellular biology, parasitology, entomology, or research courses in such subjects. Nine semester hours must be completed in such wildlife and/or fisheries courses as mammalogy, ornithology, animal ecology, limnology, ichthyology, fishery biology, aquatic botany, aquatic fauna, oceanography, fish culture or wildlife/fisheries management or research courses in the field of wildlife/fishery biology; or nine semester hours in botany, plant systematics, plant identification, plant biology/physiology, or the related plant disciplines. This requirement may be met through a combination of education and equivalent experience totaling 4 years. 4) This qualification must also posses either a masters degree in a biological related field with 1 year of relative experience, or 3 additional years of relative experience

*Individuals completing survey work must be permitted by the US Fish and Wildlife Service and appropriate Tribal or State Game and Fish management authorities. If threatened or endangered species detection during survey is likely, a senior level biologist must be present during surveys.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

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 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

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

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

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

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

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

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

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

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS EXECUTIVE ORDER 11246, July 1, 1978

(Revised November 3, 1980)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:

c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless or race):

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands): and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership or participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment ad training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement , to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such site or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and

Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative actions obligations (7a through p). The efforts of a contractor association, joint contractor- union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a seperate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as al imitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

JULY 1, 1978 (Revised November 3, 1980)

(Revised April 15, 1981)

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

	Minority	Female
Tucson and balance of Pima County	24.1	6.9
Cochise, Graham, Greenlee and Santa Cruz Counties	27.0	6.9
Phoenix and balance of Maricopa County	15.8	6.9
Apache, Coconino, Gila, Mohave, Navajo, Pinal, Yavapai and Yuma Counties	19.6	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in all areas where he has Federal or federally assisted work.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE REPORTS

(Project, Training and Annual)

Federal-Aid Projects

February 1, 1977; Revised July 1, 1978; Revised November 3, 1980
Revised April 15, 1981; Revised September 7, 1983
Revised October 15, 1998; Revised August, 1, 2005;
Revised March 1, 2015

ANNUAL REPORT:

For each contract in the amount of $10,000 or more, and for each subcontract, regardless of tier not including material suppliers, in the amount of $10,000 or more, the contractor and each subcontractor regardless of tier shall submit an annual Equal Employment Opportunity (EEO) Report containing all the information required on Form FHWA-1391. Contractors and subcontractors are required to submit the required information through the LCPtracker system, a labor compliance software monitoring certified payroll and prevailing wage.

The staffing figures to be reported should represent the project workforce on board in all or any part of the last payroll period preceding the end of July.

The report shall be submitted no later than September 1.

General Decision Number: AZ160009 01/08/2016 AZ9

Superseded General Decision Number: AZ20150009

State: Arizona

Construction Type: Highway

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo and Santa Cruz Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* CARP0408-007 10/01/2015

APACHE, COCHISE & SANTA CRUZ COUNTIES

	Rates	Fringes
CARPENTER (Including Cement Form Work)	$ 24.63	11.54

ENGI0428-004 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR Oiler Driver	$ 26.86	9.55

IRON0075-006 08/01/2015

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo Counties

	Rates	Fringes
Ironworker, Rebar	$ 26.00	21.77

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2: 050 to 100 miles - Add $4.00
Zone 3: 100 to 150 miles - Add $5.00
Zone 4: 150 miles & over - Add $6.50

SUAZ2009-002 04/23/2009

	Rates	Fringes
CARPENTER		
Gila, Graham, Greenlee, La Paz & Navajo	$ 21.71	3.82
CEMENT MASON	$ 17.74	3.59
ELECTRICIAN	$ 24.43	5.38
IRONWORKER, Rebar		
Santa Cruz county	$ 21.75	13.59
LABORER		
Asphalt Raker	$ 14.97	5.88
Concrete Worker	$ 13.38	4.50
Fence Builder	$ 12.20	3.84
Flagger	$ 12.31	3.96
General/Cleanup	$ 12.78	2.50
Guard Rail Installer	$ 12.20	3.84
Landscape Laborer	$ 11.02	
Water Blaster	$ 14.90	2.90
OPERATOR: Power Equipment		
Backhoe < 1 cu yd	$ 17.76	3.89
Compactor Self Propelled (with blade-grade operation	$ 22.53	6.57
Compactor Small Self Propelled (with blade-backfill, ditch operation)	$ 22.29	6.31
Concrete Pump	$ 20.31	6.48
Crane (under 15 tons)	$ 22.98	4.26
Drilling Machine (including wells)	$ 21.79	4.10
Grade Checker	$ 23.41	6.54
Hydrographic Seeder	$ 19.73	5.40
Mass Excavator	$ 23.33	6.98
Milling Machine/Rotomill	$ 21.87	6.84
Power Sweeper	$ 19.33	4.85
Roller (all types asphalt)	$ 17.46	5.58
Roller (excluding asphalt)	$ 19.23	5.09
Scraper (pneumatic tire)	$ 22.41	6.90
Screed	$ 20.90	6.72
Skip Loader (all types 3 < 6 cu yd)	$ 20.91	7.35
Skip Loader (all types 6 < 10 cu yd)	$ 22.24	6.83
Skip Loader < 3 cu yd	$ 17.97	6.60
Tractor (dozer, pusher-all)	$ 22.53	6.47
Tractor (wheel type)	$ 24.62	7.57
PAINTER	$ 13.94	2.56
TRUCK DRIVER		
2 or 3 axle Dump or Flatrack	$ 16.17	4.24

Oil Tanker Bootman.....	$ 21.94	
Pickup.....	$ 12.88	1.73
Water Truck < 2500 gal.....	$ 19.59	5.90
Water Truck > 3900 gal.....	$ 18.70	4.79
Water Truck 2500 < 3900 gal.....	$ 17.13	

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

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
CONTRACTS AND SPECIFICATIONS SECTION

BID SCHEDULE

CONTRACT # 2010144

TRACS No.	Project No.	Item	County	District	Gross Length	Net Length	Prepared By:
00000 CH COC SS95401C	CCH-A(202)T	LOCAL-FA	COCHISE	SAFFORD	0.7		Sarker Sajedur Rahman

Highway Termini	Location	Work Description
• COCHISE COUNTY	• DAVIS ROAD, MP 9.9	• DRAINAGE AND ROADWAY IMPROVEMENTS

BID SCHEDULE

00000 CH COC SS95401C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
2010011	CLEARING AND GRUBBING	ACRE	8		
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	17,654		
2020034	REMOVAL OF SIGNS	L.SUM	1		
2020041	REMOVAL OF PIPE	L.FT.	72		
2020101	REMOVE FENCE	L.FT.	7,464		
2030301	ROADWAY EXCAVATION	CU.YD.	3,904		
2030401	DRAINAGE EXCAVATION	CU.YD.	300		
2030900	BORROW (IN PLACE)	CU.YD.	26,074		
2040001	RESHAPING AND GRADING EXISTING IMPROVEMENTS	L.SUM	1		
2090005	FURNISH WATER	M.GAL.	5,000		
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	5,559		
4040125	FOG COAT	TON	5		
4040163	BLOTTER MATERIAL	TON	17		
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	5,874		
5010011	PIPE, CORRUGATED METAL, 24"	L.FT.	91		

BID SCHEDULE

00000 CH COC SS95401C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
5014012	FLARED END SECTION, 12" (C-13.25)	EACH	2		
7015042	TEMPORARY PAINTED MARKING (STRIPE)	L.FT.	40,580		
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L.FT.	8,248		
7015091	SPECIALTY SIGNS	SQ.FT.	84		
7016030	BARRICADE (TYPE II, VERT.PANEL, TUBULAR MARKER)	EACH-DAY	1,425		
7016031	BARRICADE (TYPE III, HIGH LEVEL FLAG TREES)	EACH-DAY	190		
7016033	PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DAY	3,200		
7016035	WARNING LIGHTS (TYPE A)	EACH-DAY	2,410		
7016037	WARNING LIGHTS (TYPE C)	EACH-DAY	1,425		
7016051	TEMPORARY SIGN (LESS THAN 10 S.F.)	EACH-DAY	2,110		
7016052	TEMPORARY SIGN (10 S.F. OR MORE)	EACH-DAY	440		
7016075	FLAGGING SERVICES (CIVILIAN)	HOUR	60		
7030095	MILEPOST MARKER (S-10)	EACH	2		
7060015	PAVEMENT MARKER, RAISED, TYPE D	EACH	99		
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	11,694		

BID SCHEDULE

00000 CH COC SS95401C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	8,746		
8050003	SEEDING (CLASS II)	ACRE	7		
8101018	EROSION CONTROL (STABILIZED CONSTRUCTION ENTRANCE/EXIT GRAVEL PAD)	SQ.YD.	412		
8101021	EROSION CONTROL (WATTLES) (9")	L.FT.	9,150		
9010001	MOBILIZATION	L.SUM	1		
9030012	BARBED WIRE FENCE, TYPE 2	L.FT.	7,619		
9030044	FENCE GATE (TYPE 1, SINGLE) (14')	EACH	1		
9030045	FENCE GATE (TYPE 1, DOUBLE) (24')	EACH	1		
9030112	FLOOD GATE (FOR ITEM 9030012)	L.FT.	426		
9050001	GUARD RAIL, W-BEAM, SINGLE FACE	L.FT.	675		
9050026	GUARD RAIL TERMINAL (TANGENT TYPE)	EACH	4		
9050430	THRIE-BEAM GUARD RAIL TRANSITION SYSTEM	EACH	4		
9090521	SURVEY MARKER, TYPE A (MAG DET. 120-1)	EACH	14		
9130001	RIPRAP (DUMPED)	CU.YD.	30		
9130003	RIPRAP (GROUTED)	CU.YD.	4		

BID SCHEDULE

00000 CH COC SS95401C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
9160001	EMBANKMENT CURB	L.FT.	246		
9170001	EMBANKMENT SPILLWAY (C-4.10)	L.FT.	21		
9230002	CONTRACTOR BASED ON-THE-JOB TRAINING	HOUR	500	$3.00	$1,500.00
9240010	FORCE ACCOUNT WORK (ON-SITE BIOLOGIST)	L.SUM	1	$6,000.00	$6,000.00
9240170	CONTRACTOR QUALITY CONTROL	L.SUM	1		
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1		

BID SCHEDULE

00000 CH COC SS95401C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
PRECAST BRIDGE (ARCH STRUCTURE), STR. # 11427					
2030501 A	STRUCTURAL EXCAVATION	CU.YD.	1,854		
2030506 A	STRUCTURE BACKFILL	CU.YD.	2,782		
6011140 A	F-SHAPE BRIDGE CONCRETE BARRIER AND TRANSITION (34")	L.FT.	403		
6012020 A	PRECAST BRIDGE (ARCH STRUCTURES) (6-28'X5'X65.50')	EACH	1		

BID TOTAL :

PROPOSAL

TO THE ARIZONA DEPARTMENT OF TRANSPORTATION:

Gentlemen:

The following Proposal is made for constructing project

0000 CH CCH SS954 01C HPP-STP-CCH-0(202)T
CONNECTION SR-80 to US-191
(Davis Road, MP9.9)

in the State of Arizona.

The following Proposal is made on behalf of _____

_____ and no others.
(NAME OF COMPANY, FIRM, OR CORPORATION)

The undersigned hereby certifies that (s)he has been duly authorized to submit a proposal on behalf of the company, firm, or corporation mentioned above; and further certifies, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1 of the Arizona Revised Statutes, that neither (s)he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such project and furthermore that no member or employee of the Arizona Department of Transportation is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Standard Specifications, Special Provisions and forms of Contract and Bond authorized by the Arizona Department of Transportation and constituting essential parts of this proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Specifications, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Specifications, Special Provisions, and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor to do all the work in the manner specified, and to accept, as full compensation therefor, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials, by the quantity thereof actually incorporated in the complete project, as determined by the State Engineer. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bond within ten calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work on or before expiration of the contract time as defined in the Specifications, and maintain at all times a Payment Bond and a Performance Bond, approved by the State Engineer, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Advertisement for Bids is enclosed, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder, and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, the State of Arizona, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(Seal)

Corporate Name: _____

Corporate Mailing Address: _____ Zip Code: _____

Incorporated under the laws of the State of: _____

By (Signature): _____ Date: _____

President: _____

Secretary: _____

Treasurer: _____

If by a Firm or Partnership:

Firm or Partnership Mailing Name: _____

Firm or Partnership Address: _____

By (Signature): _____ Date: _____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ Date: _____

Mailing Address: _____

ARIZONA DEPARTMENT OF TRANSPORTATION

SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

as Principal, hereinafter called the Principal, and _____

_____

a corporation duly organized under the laws of the state of _____ hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Arizona Department of Transportation, as Obligee, hereinafter called the Obligee, in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Arizona Department of Transportation for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for TRACS/Project No.

0000 CH CCH SS954 01C HPP-STP-CCH-0(202)T
CONNECTION SR-80 to US-191
(Davis Road, MP9.9)

NOW THEREFORE, if the Obligee, acting by and through its Transportation board, shall accept the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

_____
Principal

_____
By

_____
Title

_____
Surety

_____
By Attorney-in-Fact

_____
Address Attorney-in-Fact

Subscribed and sworn before me
this _____ day of _____, 20 _____.

My Commission expires: _____

_____
Notary Public

R9/13

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS APRIL, 1969

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By: _____

_____
(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7b (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Information concerning Standard Form 100 (EEO-1) is available from:

Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

0000 CH CCH SS954 01C HPP-STP-CCH-0(202)T
CONNECTION SR-80 to US-191
(Davis Road, MP9.9)

R7/03

CERTIFICATION WITH RESPECT TO THE

RECEIPT OF ADDENDA

In the submission of a bid and by the signing of the Proposal, this will certify that the following numbered addenda issued on this project have been brought to my personal attention and furthermore that I understand and agree that those will be made a part of the Contract.

Addendum No. _____, _____, _____, _____, _____

_____
PRINT NAME OF CONTRACTOR

_____
SIGNATURE

_____
TITLE

_____
DATE

0000 CH CCH SS954 01C HPP-STP-CCH-0(202)T
CONNECTION SR-80 to US-191
(Davis Road, MP9.9)

REVISED 05/02

ARIZONA DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL ASSURANCE

The undersigned, fully cognizant of the requirements and of the goal established, hereby certifies that in the preparation of this bid for federal aid project:

0000 CH CCH SS954 01C HPP-STP-CCH-0(202)T
CONNECTION SR-80 to US-191
(Davis Road, MP9.9)

(CHECK ONE)

_____ The bidder has met the established DBE goal and arrangements with certified DBEs have been made prior to the submission of the bid, or

_____ The bidder has been unable to meet the established DBE goal prior to the submission of the bid and has made good faith efforts to do so.

THIS CERTIFICATE MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE BID.

If the bidder certifies that it has met the goal, the bidder cannot change its position after submission of the bid and submit documentation of a good faith effort. If the bidder certifies that it has been unable to meet the goal and has made a good faith effort, the bidder cannot change its position after submission of the bid and claim to have met or be able to meet the established goal.

In accordance with the DBE Special Provisions, the bidder shall specify its DBE participation on the "DBE Intended Participation Affidavit", or provide documentation of its good faith efforts, by 4:00 p.m. on the seventh calendar day following the bid opening. The apparent low bidder shall obtain the required affidavit from the Business Engagement & Compliance Office (BECO) website at http://www.azdot.gov/bec or email contractorcompliance@azdot.gov

_____
Print Name of Firm

_____
Print Name of Authorized Officer of Firm

_____
Signature of Authorized Officer of Firm

_____
Title