



## **ADVERTISEMENT FOR BIDS**

### **SPECIAL PROVISIONS**

### **BIDDERS DOCUMENTS**

#### **TRACS/Proj. No.:**

0000 YU YYU T043701C YYU-0(225)T  
YUMA COUNTY  
(AVENUE G, COUNTY 11TH ST-COUNTY 16TH ST)

0000 YU YYU T043901C YYU-0(221)T  
YUMA COUNTY  
(AVENUE B, COUNTY 18TH ST-SR 195)

**Contracts and Specifications Group**  
**205 S. 17<sup>TH</sup> Ave., 2<sup>nd</sup> Floor, M/D 121F**  
**Phoenix, Arizona 85007-3217**

**ARIZONA DEPARTMENT OF TRANSPORTATION**

**ADVERTISEMENT FOR BIDS**

BID OPENING: FRIDAY, SEPTEMBER 11, 2026, AT 11:00 A.M. (M.S.T.)

TRACS NO 0000 YU YYU T0437 01C  
PROJECT NO YYU-0(225)T  
TERMINI YUMA COUNTY  
LOCATION AVENUE G, COUNTY 11TH ST - COUNTY 16TH ST

TRACS NO 0000 YU YYU T0439 01C  
PROJECT NO YYU-0(221)T  
TERMINI YUMA COUNTY  
LOCATION AVENUE B, COUNTY 18TH ST – SR 195

| ROUTE NO. | MILEPOST | DISTRICT  | ITEM NO. |
|-----------|----------|-----------|----------|
| N/A       | N/A      | SOUTHWEST | LOCAL    |
| N/A       | N/A      | SOUTHWEST | LOCAL    |

The amount programmed for this contract is \$8,173,000. The location and description of the proposed work are as follows:

The proposed project 0000 YU YYU T0437 01C is located in Yuma County on Avenue G, between County 11th Street and County 16th Street. The work consists of shoulder widening, centerline and edge line rumble strips installation, signing, pavement marking, and other related work.

The proposed project 0000 YU YYU T0439 01C is located in Yuma County on Avenue B, between County 18th Street and SR 195. The work consists of shoulder widening, edge line and centerline rumble strips installation, signing, pavement marking, and other related work.

The time allowed for the completion of the work included in this contract will be 190 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 to §§ 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.

Contract documents, and other project documents, if applicable, are available as electronic files, at no charge, from the Department's website through the ADOT Contracts and Specifications Group (<https://azdot.gov/business/contracts-and-specifications/current-advertisements>).

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

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 may be obtained from the Contracts and Specifications website.

This project requires electronic bidding. If a request for approval to bid as a Prime Contractor is received less than five working days prior to bid opening, the Department cannot guarantee the request will be acted on.

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.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Contracts and Specifications Office by phone (602) 712-7221. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

*Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-7221.*

The bidder shall provide an electronic proposal guaranty payable to the Arizona Department of Transportation for 10 percent of the amount of the bid.

Prior to the bid opening date, any questions pertaining to the project documents shall be submitted to the Department in a written format through the Bid Express (Bidx) website at <https://www.bidx.com/az/lettings>. Questions shall be submitted through the Questions and Answers (Q&A) link located within the corresponding letting date and project proposal number links. The Department may not answer all questions, and any decision on whether a question is answered will be within the sole discretion of the Department. Any questions received less than three working days prior to the bid opening date may not be answered.

The Engineering Specialist assigned to this project is: Vian Rashid, [vrashid@azdot.gov](mailto:vrashid@azdot.gov), any correspondence with the Engineering Specialist is subject to posting onto Bidx through the project's Q&A link. Answers to questions will not be given verbally, but will be posted exclusively to the Bidx website.



For Brahma Singh, PE,  
Group Manager,  
Contracts & Specifications

Project Advertised on: 7/31/2026

## **SPECIAL PROVISIONS**

FOR

ARIZONA PROJECT

**0000 YU YYU T0437 01C**  
**YYU-0(225)T**  
YUMA COUNTY  
AVENUE G, COUNTY 11<sup>TH</sup> ST - COUNTY 16<sup>TH</sup> ST

&

**0000 YU YYU T0439 01C**  
**YYU-0(221)T**  
YUMA COUNTY  
AVENUE B, COUNTY 18<sup>TH</sup> ST – SR 195

## **INSTALL RUMBLE STRIPS & WIDEN SHOULDERS**

### **PROPOSED WORK:**

The proposed project 0000 YU YYU T0437 01C is located in Yuma County on Avenue G, between County 11<sup>th</sup> Street and County 16<sup>th</sup> Street. The work consists of shoulder widening, centerline and edge line rumble strips installation, signing, pavement marking, and other related work.

The proposed project 0000 YU YYU T0439 01C is located in Yuma County on Avenue B, between County 18th Street and SR 195. The work consists of shoulder widening, edge line and centerline rumble strips installation, signing, pavement marking, and other related work.

## PROFESSIONAL ENGINEER SEALS:

These Special Provisions represent the combined efforts of the following organizations:

WSP USA

A representative of each organization has affixed their seal below, which attests that portions of these Special Provisions were prepared under their direction.



**WSP USA**  
Roadway Design



**WSP USA**  
Traffic Design

**(SPC00FA,03/19/26)**

**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 2021,

Arizona Department of Transportation, Roadway Engineering Group, Construction Standard Drawings, listed in the project plans, and available on the Department's website,

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

Arizona Department of Transportation, Traffic Engineering Group, Temporary Traffic Control Design Guidelines, dated April, 2025, available on the Department's website,

Manual on Uniform Traffic Control Devices for Streets and Highways, 2023 edition and Arizona Supplement to the 2023 edition, dated January 2026,

**The Proposal Pamphlet which includes the following documents:**

These Special Provisions,

Appendix A – Subgrade Acceptance Chart for T043701C,  
Appendix B – Subgrade Acceptance Chart for T043901C,  
Appendix C - Western Burrowing Owl Awareness Flyer,  
Appendix D - Flat-tailed Horned Lizard Orientation,

Required Contract Provisions Federal-Aid Construction Contracts (Form FHWA 1273 Revised October 23, 2023),

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,

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,

Participation in Boycott of Israel Certification Form,

Forced Labor of Ethnic Uyghurs Ban Certification Form, Rev. November 2022.

#### **BID SUBMISSION:**

**In submitting a bid, the bidder 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,

Certification With Respect to the Receipt of Addenda,

Participation in Boycott of Israel Certification Form, and

Forced Labor of Ethnic Uyghurs Ban Certification Form, Rev. November 2022.

#### **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; 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 & Specifications.

## **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 Services, located at 205 S. 17<sup>th</sup> Avenue, Phoenix, AZ 85007-3212. 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.

**(EPRISENGL-IFR)**

## **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 Code of Federal Regulation Part 26 (49 CFR Part 26), as revised by the USDOT DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR).

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, as revised by the IFR.

It is the policy of the Department to ensure that DBEs (hereinafter DBE or DBE firm), 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:

- (A) To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- (B) To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
- (C) To ensure that the DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;
- (D) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- (E) To help remove barriers to the participation of DBEs in USDOT-assisted contracts,
- (F) To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
- (G) 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, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 as revised by the IFR 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 are not limited to:

- (A) Withholding monthly progress payments;
- (B) Assessing sanctions; and/or
- (C) 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 in 49 CFR Part 26.55. That definition is incorporated herein by reference.

**(B) Disadvantaged Business Enterprise (DBE):** A DBE, as defined in 49 CFR Part 26.5, is a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

**(D) 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.

**(E) 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.

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

**(G) DBE Conscious:** a measure or program that is focused specifically on assisting only DBEs.

**(H) DBE Neutral:** a measure or program that is, or can be, used to assist all small businesses.

**(I) 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.

**(J) Socially and Economically Disadvantaged Individuals:** Socially and Economically Disadvantaged Individuals is defined in 49 CFR Part 26.5, as revised by the IFR. That definition is incorporated here.

- (1) Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on an individual basis.
- (2) A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, all applicants shall qualify as socially and economically disadvantaged if they can demonstrate that they can meet the relevant criteria described in 49 CFR Part 26.67.
- (3) Being born in a particular country does not, standing alone, mean that a person is necessarily socially and economically disadvantaged.

#### **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  
Email: [contractorcompliance@azdot.gov](mailto:contractorcompliance@azdot.gov)  
Website: [www.azdot.gov/business/business-engagement-and-compliance](http://www.azdot.gov/business/business-engagement-and-compliance)

##### **4.01 Business Development Program:**

The Department has established the Business Development Program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The Department is committed to providing new, emerging, developmental and transitional DBEs with general and firm-specific training and technical assistance. The Department intends for this assistance to aid DBEs to become competitive within the heavy highway and construction industry market places. In particular, the Department's DBE Supportive Services Program (DBE/SS) is designed to work in collaboration with stakeholder organizations (including departments and agencies of State and Federal Governments, small business organizations, tribal governments, profit and nonprofit corporations) to help DBEs to successfully compete for highway construction projects and become self-sufficient. The program provides

educational opportunities for DBEs regarding current market conditions, Federal regulatory compliance, and best business practices. These efforts are reinforced with one-on-one business counseling for DBEs certified in areas that directly support Federal-aid highway projects, small group workshops, conferences, business expositions, regular in-person training opportunities, and regular virtual training opportunities. For guidance regarding this program, refer to the Business Development Program Guidelines available on the BECO website at <https://azdot.gov/business/business-engagement-and-compliance/dbe-supportive-services/business-development-program/disadvantaged-business-enterprise-dbe-program/dbe>.

The Business Development Program is intended to increase legitimate DBE activities. The program operates in conformity with the Federal DBE rules and regulations. The Department's DBE/SS participants may not circumvent the Federal DBE rules or regulations.

## **5.0 Applicability:**

During the transition period, the IFR provides that until the Arizona Unified Certification Program (UCP) completes the recertification process, the Department may not 1) set any DBE contract goals or 2) count any participation towards its overall DBE goal.

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 DBE conscious efforts and DBE neutral efforts once the DBE recertification process is completed in accordance with the IFR. DBE conscious participation occurs where the contractor uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. DBE 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, as revised by the IFR describes DBE 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 provisions are applicable to all bidders.

## **6.0 Certification and Registration:**

### **6.01 DBE Certification:**

Certification as a DBE shall be predicated on:

- (A) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (B) 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.
- (C) 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.

(D) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

**Application Submission.** Applications for Disadvantaged Business Enterprise (DBE) certification may be filed with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <https://utracs.azdot.gov/Home>.

**Implementation of Revised Federal Standards.** Effective October 3, 2025, all certification applications and renewals shall be reviewed and processed in accordance with the 49 CFR Part 26 as revised by the IFR. The revised rule modifies certification standards, documentation, and evidentiary requirements applicable to determinations of social and economic disadvantage, business size, ownership, and control.

**Transition Period.** During the transition period in which the Department and participating UCP agencies are updating internal procedures and the AZ UTRACS system to implement the revised rule, certification applications may continue to be submitted through the existing online platform. Applicants submitting applications during this period may be required to furnish additional or supplemental documentation consistent with the revised certification criteria upon system update or upon request by the certifying agency.

All applicants, whether filing initial or renewal applications, shall comply with any new or amended federal documentation requirements that become effective under 49 CFR Part 26 as revised by the IFR, including but not limited to personal narrative statements, financial disclosures, and supporting affidavits required to demonstrate eligibility under the revised standards.

The Department is a member of the AZ Unified Certification Program (AZUCP). During the transition period, the list of firms listed in AZ UTRACS were certified prior to October 3, 2025, not in accordance with the IFR, and therefore do not count for DBE credit, unless otherwise noted in AZ UTRACS. The list indicates contact information and specialty for each DBE firm and may be sorted in a variety of ways. However, the Department does not guarantee the accuracy and/or completeness of this information, nor does the Department 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, as revised by the IFR. 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, the Department's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses registered 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, the Department encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement in accordance with the IFR. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website at <http://utracs.azdot.gov/Home/>. 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 DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at [www.federalreserve.gov](http://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. 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. When 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 Blank:**

### **11.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:**

Under 49 CFR 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. The Department 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://utracs.azdot.gov/Home/> a centralized database for companies that seek to do business with the Department. This information will be maintained as confidential to the extent allowed by Federal and State law.

All prime contractors, subcontractors, and DBEs shall: 1) register in AZ UTRACS, and 2) maintain their profile with current and accurate firm information. Bidders may verify that their firm and each subcontractor 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 fifth 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:**

During the transition period, the IFR provides that until the UCP completes the recertification process, the Department may not 1) set any DBE contract goals or 2) count any participation towards its overall DBE goal. The Department will not be counting any DBE conscious or DBE neutral efforts towards its overall DBE goal during this transitional period.

The Department has not established contract goals for DBE participation in this contract. Contractors are still encouraged to employ reasonable means to obtain DBE neutral efforts. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only DBE neutral efforts are employed.

### **13.0 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.

### **14.0 Crediting DBE Participation:**

#### **14.01 General Requirements:**

During the transition period, the IFR provides that until the UCP completes the recertification process, the Department may not count any participation towards its overall DBE goal. This applies to both DBE conscious and DBE neutral efforts.

To count toward DBE participation, the DBE firm must be certified 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](http://www.naics.com).

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.

The contractor bears the responsibility to determine whether the DBE possesses the proper contractor's license(s) to perform the work.

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 agreements such as: subcontract, purchase order, hourly rate, and rate per ton.

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.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE 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 DBE participation 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 towards DBE participation.

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.

#### **14.02 Effect of Loss of DBE Eligibility:**

If a DBE or a DBE prime contractor is deemed ineligible, decertified, or suspended by the Department in accordance with 49 CFR Part 26.87 and 49 CFR Part 26.88, the following provisions shall apply:

- (A) If a DBE firm loses its DBE eligibility because the DBE firm was acquired by a non-DBE firm, no work performed by the DBE firm after the Decision Date will be counted toward DBE participation.
- (B) If a subcontract, contract, or supplier arrangement has been executed before the Decision Date, work performed by the DBE firm will be counted toward DBE participation.
- (C) If neither paragraph (A) nor paragraph (B) above applies, the work performed by the DBE firm after the Decision Date will be counted toward DBE participation.
- (D) If the contractor extends or adds work to the DBE firm's subcontract, that work will not be counted towards DBE participation unless the contractor has obtained prior approval from the Department for DBE credit. Any requests to extend or add work to the DBE firm's subcontract to count towards DBE participation shall be submitted using the request form, made available on BECO's website at <https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance/contract-specs-and-forms>, to extend Decertified DBE contract for DBE credit.
- (E) The Department will consent to such DBE credit only if the added work is within the foreseeable range of added work, given the circumstances of the original DBE contract.
- (F) For the purposes of this subsection, "Decision Date" means the date the Department notifies the DBE that it has become ineligible, decertified, or suspended under 49 CFR Part 26.87(c)(4), (g).

#### **14.03 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.

#### **14.04 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.

#### **14.05 Commercially Useful Function:**

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a commercially useful function (CUF) on the contract.

In conformity with 49 CFR Part 26.55(c), 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 within 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 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.

## **14.06 Trucking:**

In conformity with 49 CFR Part 26.55(d), 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.

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 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 its 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. DBE participation 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.

#### **14.07 Materials and Supplies:**

In conformity with 49 CFR Part 26.55(e), the Department will credit expenditures with DBEs for material and supplies towards DBE participation as follows:

- (A) If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies is credited.
  - (1) A DBE manufacturer is defined as: a firm that owns, or leases, and operates 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.
  - (2) Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.
- (B) If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies, (including transportation costs), is credited.
  - (1) A DBE regular dealer is defined as: a firm that owns, or leases, and 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 sufficient quantities, and regularly sold or leased to the public in the usual course of business.
    - (a) 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.
    - (b) Items kept and regularly sold by the DBE are of the "general character" when they share the same material characteristics and application as the items specified by the contract.
  - (2) A firm may be a DBE regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, stone or asphalt without owning and operating a place of business, as provided above, if the person both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term operating lease, and not on an ad-hoc or contract-by-contract basis.

- (3) A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies, including transportation cost, when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.
  - (4) A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items as described above. If the DBE supplier of these items does not own or lease distribution equipment, as described above, it is not a regular dealer.
  - (5) Packagers, brokers, manufacturers' representatives, or other persons who arrange, facilitate or expedite transactions are not regular dealers within the meaning of this paragraph and the paragraph above.
- (C) If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, 40 percent of the cost of materials or supplies (including transportation costs) count for credit.
- (1) A DBE distributor is defined as: an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.
  - (2) A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor.
  - (3) If paragraph (1) and paragraph (2), above, are met, DBE distributors may receive 40 percent for drop-shipped items.
  - (4) Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.
- (D) With respect to materials or supplies purchased from a DBE which is neither a manufacturer, a regular dealer, nor a distributor, the following standards shall apply:
- (1) The Department will credit the entire amount of the fees or commissions charged by the DBE for: (1) assistance in the procurement of the materials and supplies, or (2) fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE participation.

- (2) The Department will only credit the fees or commissions charged by the DBE if the Department determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (3) The cost of the materials and supplies themselves may not be counted toward DBE participation.
- (E) The Department will credit expenditures with DBEs for material and supplies (e.g. whether a firm is acting as a regular dealer, distributor or a transaction facilitator) towards DBE participation on a contract-by-contract basis.
- (F) The fact that a DBE firm qualifies under a classification (manufacturer, regular dealer, distributor or supplier) for one contract does not mean it will qualify for the same classification on another contract.
- (G) The bidder shall be responsible for verifying whether a DBE qualifies as a DBE manufacturer, regular dealer, distributor or supplier.
  - (1) For each DBE firm listed as a regular dealer or distributor, the bidder must assess a DBE firm's eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor.
  - (2) To receive credit toward DBE participation, the bidder shall use and submit the form made available on BECO's website at <https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance/contract-specs-and-forms>, to affirm the DBE firm's capacity and intent to perform as a regular dealer or distributor.

## **15.0 Joint Checks:**

### **15.01 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.

- (A) 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.
- (B) 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.

- (C) A material or supply contract may not bear an excessive ratio relative to the DBE subcontractor's normal capacity.
- (D) 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.
- (E) 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.
- (F) 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.
- (G) The DBE must be responsible for receiving the check from the prime contractor and delivering the check to the supplier.
- (H) 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.

#### **15.02 Procedure and Compliance:**

- (A) 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.
- (B) 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.
- (C) 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.
- (D) 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.

## **16.0 Certification of Final DBE Payments:**

DBE participation on the contract 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.

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.

## **17.0 False, Fraudulent, or Dishonest Conduct:**

In addition to any other remedies or actions, the Department will bring to the attention of the USDOT 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.

**(TITLE VI, 08/19/21)**

## **STANDARD TITLE VI SPECIFIC ASSURANCES:**

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 to 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.

## **General Requirements:**

### **BLM Material Sources:**

If the contractor elects to pursue the use of material sources on BLM land under Title 30 Code of Federal Regulations, it is at the contractor's sole risk, and the Department bears no responsibility for any delays or costs associated with the request to use material sources on BLM Land.

The Department will not request or pursue any "free-use permit" under Title 23 Code of Federal Regulations or any other arrangement with BLM on this project.

No extension in contract time or compensation will be granted for any attempt by the contractor to utilize BLM land.

### **Use of Prohibited Products:**

The contractor shall not commit any of the following actions:

- (1) Deliver, install, or include any prohibited product under this contract.
- (2) Propose to deliver, install, or include any prohibited product under this contract.
- (3) Enter into a new contract to procure or obtain any prohibited product.

For the purpose of this Section, "Prohibited Product" is defined as any telecommunication or video surveillance equipment, systems, or services produced by:

- (1) Huawei Technologies Company.
- (2) ZTE Corporation.
- (3) Hytera Communications Corporation.
- (4) Hangzhou Hikivision Digital Technology Company.
- (5) Dahua Technology Company.
- (6) Any subsidiary or affiliate of the entities mentioned in this Section.

The contractor shall identify the known subsidiaries and affiliates of the aforementioned from the following Website: [https://umd.service-now.com/itsupport?id=kb\\_article\\_view&sysparm\\_article=KB0014132&sys\\_kb\\_id=28015b70d5e0e3849382f1a51d96193f](https://umd.service-now.com/itsupport?id=kb_article_view&sysparm_article=KB0014132&sys_kb_id=28015b70d5e0e3849382f1a51d96193f)

## Construction Phasing:

The contractor shall begin work on the Avenue B shoulder widening segment and rumble strips installation once contract time commences. All work on Avenue G shall not begin until after April 1st, 2027.

## Transition of Select AASHTO Standard Test Method to Arizona Test Method Equivalent:

Whenever reference is made in the specifications to an AASHTO Test Method, the reference shall be construed to mean it's equivalent Arizona Test Method as listed in the table below.

| TEST METHOD TRANSITION TABLE |                                |
|------------------------------|--------------------------------|
| AASHTO Standard              | Equivalent Arizona Test Method |
| R 66                         | 103                            |
| R 97                         | 104                            |
| R 90                         | 105                            |
| T 11, T 27                   | 201                            |
| T 85                         | 210                            |
| T 84                         | 211                            |
| T 335                        | 212                            |
| T 99                         | 225                            |
|                              | 226                            |
| T 224                        | 227                            |
| T 191                        | 230                            |
| T 272                        | 232                            |
| T 310                        | 235                            |
| T 288, T 289                 | 236                            |
| T 176                        | 242                            |
| T 99                         | 245                            |
| T 272                        | 246                            |
| T 304 Method A               | 247                            |
| T 24                         | 317                            |
| T 329                        | 406                            |
| R 68, T 245                  | 410                            |
| T 355                        | 412                            |
| T 166                        | 415                            |
| R 47                         | 416                            |
| T 209                        | 417                            |
| T 287                        | 421                            |
| T 269                        | 424                            |
| T 308                        | 427                            |
|                              | 428                            |

## **Local Agencies Standards:**

The plans and these Special Provisions reference certain Standard Details promulgated by a local agency or agencies. Any local agency's Standard Specifications referenced on the standard details shall not be used unless they are so designated by these Special Provisions.

All Portland cement concrete and aggregate base shall conform to ADOT Standard Specifications. Whenever reference is made to structural concrete and aggregate base in the local agency's specifications, the reference shall be construed to mean Class S concrete and Class 2 aggregate base, respectively.

When not included in the project documents, copies of the latest Standard Specifications and Details for each local agency will be available on the local agency's website.

## **Permanent Stabilization of Unpaved Disturbed Project Areas:**

The contractor shall stabilize unpaved disturbed non-seeding project areas with Decomposed Granite (DG) / Granite Mulch as specified within SECTION 803 with the approval from the Engineer. Prior to placement/installation of DG, the contractor shall propose / mark up the locations on the plans and obtain approval from the Engineer for the proposed DG locations. The DG color shall be one of the gold tones of 'Desert Gold,' 'Pleasant Gold,' 'Palomino Gold,' 'Madison Gold' or similar as approved by an ADOT Construction PLA through the Engineer in coordination with ADOT Roadway Engineering Group Roadside Development. Make necessary field adjustments to ensure the layout/installation of DG CM/BMP is accomplished according to the actual limits of soil/ground disturbance onsite compared with the markup project plans as approved by the Engineer.

## **Erosion, Sediment Control and Stormwater Quality Protection:**

The contractor shall pay attention to the impact of the construction operations on the natural landscape and shall take care to maintain the natural surroundings undamaged. The contractor shall minimize soil disturbance by implementing Low Impact Development (LID) methods to control erosion as close as possible to the source of disturbance.

The contractor shall use all means necessary to significantly reduce impacts by staging/stockpiling and conducting project activities in such a way as to minimize the potential for erosion and discharge of pollutants from the project site.

In addition to what is shown in the plans and/or details, when required, the contractor shall apply perimeter/containment control Best Management Practices (BMPs) or temporary stormwater quality Control Measures (CMs) on the downslope perimeter of construction-disturbed areas, unpaved on-site staging/storage, and unpaved on-site stockpiling at no additional cost to the Department. The contractor shall also apply perimeter/containment control BMPs/CMs (wattles) parallel to the slope contours and beyond the toe of new guardrail end treatment pad disturbed slopes. To prevent sediment from bypassing the perimeter control BMP/CM end, the end of the BMP/CM shall be turned up the slopes for a minimum of three (3) feet to form an "L" shape. No portion of the BMPs/CMs shall be installed within six (6) feet from the edge of the pavement. BMPs/CMs shall not be placed over any driveways

or access roads that intersect with the roadway mainline. Unless otherwise called out in the plans/details and approved by the Engineer, such BMPs/CMs shall not be placed on the flow path of inlets and outlets of drainage facilities. All BMPs/CMs shall be installed in accordance with the manufacturer's instructions. Moreover, perimeter/containment control BMPs/CMs shall be applied outside and above adjacent wetlands, as well as water courses. The contractor shall adjust the field layout of erosion control and sediment prevention elements according to the actual limits of soil/ground disturbance as approved by the Engineer. The contractor shall also observe ADOT traffic safety standards when installing perimeter/containment control BMPs/CMs in the traffic clear zone/recovery area.

Wattles/logs, silt fences, bio-socks, filter socks, compost socks, or compost tubes shall be deemed as temporary stormwater quality CMs/BMPs. The non-biodegradable and/or non-photodegradable components of such temporary CMs/BMPs shall be removed when the project site has achieved stabilization as approved by the Engineer. Rock materials used for temporary stormwater quality protection CMs/BMPs may be left on-site to cover unpaved disturbed soil areas for permanent stabilization as approved by the Engineer. If approved, on-site rock materials shall be flattened and re-graded to match the final unpaved finished grade.

All Rock Mulch and Rock Riprap used for erosion/sediment control shall be placed and shaped as shown on the CMs/BMPs' plans/details. Rock Mulch/Riprap materials shall be fractured/crushed rocks in angular shape for effective erosion/sediment control and energy/velocity dissipation as defined in Section 810 / 913 of the Standard Specifications. Unless otherwise called out in the plans/details/estimates, or as directed by the Engineer, natural river-run materials, especially rounded natural river rocks/cobblestones, and pebbles are not acceptable. The color of Rock Mulch and Rock Riprap shall harmonize with the natural surrounding rock/inert artificial existing ground cover material as approved by the Engineer in accordance with the ADOT Construction PLA's evaluation.

The contractor is responsible for maintaining the functional longevity and good working conditions of all stormwater quality protection CMs/BMPs during the entire contract time. No separate measurement or direct payment will be made for the maintenance and/or replacement of such CMs/BMPs to ensure manufacturer-specified functionality; the cost is included in the price of the respective contract items.

The contractor is also responsible for protecting Storm Drain Inlets within the project limits from pollutants/contaminants discharged by construction at no additional cost to the Department.

Fine particles including minor miscellaneous dirt, dust, rock fragments, milled asphaltic concrete (AC), or construction debris that may be associated with stormwater discharges into catch basins / Storm Drain Inlets shall be prevented and controlled to the maximum extent practicable (MEP) at no additional cost to the Department. Such compliance measures may include frequent dry vacuuming and/or pavement sweeping during construction to ensure that no debris, dirt, dust, and material fragments will build up within twenty-five (25) feet from catch basins / Storm Drain Inlets. On-site staging, material storage, and stockpiling shall not be allowed within fifty (50) feet from catch basins / Storm Drain Inlets.

During construction, the contractor shall minimize vehicular travel or equipment operation on unpaved soil areas to the MEP. The contractor shall develop and implement procedures to

avoid earth disturbance, soil compaction, and damage to vegetative cover from vehicular travel or equipment operation during inclement weather or unsuitable soil conditions. The contractor shall stabilize all construction-disturbed soil areas at no additional cost to the Department. Furthermore, the contractor shall minimize off-site sedimentation including minor miscellaneous dirt, dust, rock fragments, or construction debris by eliminating the tracking of such contaminants from construction sites.

No grout, concrete or wash water shall be disposed of within the project limits or its vicinity. The contractor shall install a concrete washout CM/BMP as needed and under the direction of the Engineer at no additional cost to the Department. This CM/BMP shall include the proper disposal of all excess grout, concrete, and wash water.

The contractor shall not use unpaved areas within the project limits for staging or stockpiling without first installing erosion control and sediment prevention CMs/BMPs and as directed and approved by the Engineer. Staging and stockpiling on the unpaved areas shall be avoided to the MEP.

#### **Erosion and Sediment Control beyond the Project Limits:**

The contractor shall apply erosion/sediment and water quality protection CMs/BMPs as required by the commercial material source owner and environmental permit standards at no additional cost to the Department.

The contractor shall apply erosion/sediment and water quality protection CMs/BMPs for off-project-site staging, material storage, maintenance yard, disposal spots, and stockpiling areas as required by the facility owner and environmental permit standards at no additional cost to the Department.

If the contractor elects to obtain off-project site for staging, stockpiling, material storage, maintenance yard, or waste disposal, the contractor shall meet the requirements for erosion control, sediment prevention, and stormwater quality protection measures within the written agreements with the facility and/or the landowner, as well as environmental permits for such operations.

#### **Environmental Mitigation Measures:**

The contractor's commitments are identified in the Environmental, Permits, Issues, and Commitments (EPIC) Plan Sheet 1F. The contractor shall follow the requirements specified in the EPIC plan sheet 1F, Subsection 104.16 of the specifications and these Special Provisions.

In addition, the contractor shall pay attention to the project specific environmental commitments that are specified in Section 10 of the EPIC Plan Sheet 1F.

(101DEFN, 04/21/22)

## **SECTION 101 DEFINITIONS AND TERMS:**

### **101.02 Definitions:**

**Acceptance:** of the Standard Specifications is hereby deleted:

**Characteristic:** of the Standard Specifications is revised to read:

A measurable or an observable property of a material, product, or item of construction.

**City, County, Township, or Town:** of the Standard Specifications is hereby deleted:

**Contract Bonds (Performance Bond and Payment Bond):** the title and text of the Standard Specifications is revised to read:

#### **Contract Bonds:**

Surety Bonds that include Performance Bond and Payment Bond.

**Highway, Street, or Road:** of the Standard Specifications is revised to read:

A general term denoting a public way for purposes of travel, vehicular, pedestrian or by other means, including the entire area within the right-of-way.

**Roadbed:** of the Standard Specifications is revised to read:

The graded portion of a highway, prepared as a foundation for the pavement structure and shoulders.

**Roadside Development:** of the Standard Specifications is revised to read:

Activities which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; or such planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

**State:** of the Standard Specifications is revised to read:

The State of Arizona, acting through its authorized representatives.

**(102BID, 03/19/26)**

**Section 102 BIDDING REQUIREMENTS AND CONDITIONS:** of the Standard Specifications is revised to read:

**102.01 Contract Documents:**

**(A) General:**

The Contract Documents, including but not limited to, Advertisement for Bids, Project Plans, and Proposal Pamphlets will be available in electronic format, on the ADOT Contracts and Specifications Group website. Any interested party may access the advertised Contract Documents.

**(B) Advertisements for Bids:**

The advertisement for bids may contain the following information:

- Programmed Amount,
- Project number and name of highway,
- Route number and mileposts,
- Date and time of opening of bids,
- Location of the project,
- General description of work,
- Specified contract time for completion of contract work,
- Statement of proposal requirements,
- Manner in which project plans and specifications may be obtained,
- Type and amount of proposal guaranty.

**(C) Proposal Pamphlet:**

The Proposal Pamphlet will include the location and general description of the contemplated construction, an approximate estimate of the quantities and types of work to be performed and/or materials to be furnished, a schedule of bid items for which unit prices are invited, the specified time for completion, any applicable Special Provisions or supplemental requirements, and all necessary bidding documents.

**102.02 Prerequisites for Bidding:**

**(A) General:**

To submit a valid bid, the bidder shall:

- (1) Have prequalification from the Department as necessary for the project, in accordance with Subsection 102.02(B) of the specifications; and
- (2) Be included on the project Plansholder List as a Prime in accordance with Subsection 102.02(C) of the specifications.

**(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:**

It is the bidder's responsibility to ensure that their firm is on the Plansholder List as a Prime prior to submitting a bid.

Firms may register electronically requesting placement on the project Plansholder List as a Prime contractor as follows:

- (1) Go to the ADOT Contracts and Specifications Group Website;
- (2) Select "Current Advertisements";
- (3) Identify the project of interest;
- (4) Click on the "Register" icon;
- (5) Select the "Bidder" radio button;
- (6) Complete all required fields;
- (7) Click "Save". This submits the request to the Department; and
- (8) 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 receipt of 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 ADOT Contracts and Specifications Group.

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:**

Subcontractors, Vendor and other interested parties may electronically register to receive email notifications regarding updates or changes to specific advertised contracts.

To register:

- (1) Go to the ADOT Contracts and Specifications Group Website;
- (2) Select “Current Advertisements”;
- (3) Identify the project of interest;
- (4) Click on the “Register” icon;
- (5) Select the “Other” radio button, as applicable;
- (6) Select the “Yes” in response to the prompt “Are you interested in registering to be notified about any changes made to this advertisement?”;
- (7) Complete all required fields;
- (8) Click “Save”. This submits the request to the Department; and
- (9) If all required information is provided, the “ADOT C&S Advertisement Registration Confirmation” Screen will appear and a confirmation email will be sent to the email address provided.

All registered parties will receive notifications when changes are made to the associated contract advertisement.

#### **102.03 Suspension from Bidding:**

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;
- (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; or
- (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.

#### **102.04 Availability of Documents:**

The following documents, if applicable, will be available in electronic format on the ADOT Contracts and Specifications Group website:

- A. Project Plans.
- B. Advertisement for Bids.
- C. Proposal Pamphlet.
- D. Cross Sections.
- E. Earthwork Report.
- F. Other Available Reports.
- G. Existing Ground Digital Terrain Model (DTM).
- H. Design Ground Digital Terrain Model (DTM).
- I. Survey Control Sheet.

The project plans, proposal pamphlet, cross sections, earthwork report, survey control sheet, and any applicable reports 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 plans, proposal pamphlet, and any applicable reports.

The existing ground DTM and the design DTM, if applicable, are provided in either DTM or DGN files for informational purposes 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 <https://azdot.gov/business/engineering-and-construction/computer-aided-design-and-drafting-cadd>.

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

#### **102.05 Plansholder Eligibility:**

The Department reserves the right to disqualify a prequalified contractor from being a Plansholder 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 of the specifications.
- (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.

#### **102.06 Interpretation of Quantities in Bidding Schedule:**

The quantities appearing in the bidding schedule, except as provided elsewhere, are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the requirements of the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided in Subsection 104.02 of the specifications.

## **102.07 Examination of Plans, Specifications and Site of Work:**

The bidder shall examine the site of the proposed work and the contract before submitting a Proposal. If no site investigation is performed, the bidder is responsible for all site conditions that should have been discovered had a reasonable site investigation been performed. The submission of a Proposal will be considered conclusive evidence that the bidder is satisfied with the conditions to be encountered in performing the work and as to the requirements of the proposed contract.

The bidder shall take no advantage of any apparent error or omission in the plans, bid schedule items, estimated quantities, specifications, or other contract documents. In the event the bidder discovers such an error or omission, the bidder shall immediately notify the Department. The Department will then make such corrections and interpretations as may be deemed necessary.

Any request for explanation of the meaning or interpretations of the contract shall be submitted in adequate time to allow a reply to reach all bidders before submission of their Bid Proposal. If the Department determines interpretations or explanations are warranted, the response will be issued, if necessary, through an addendum to the contract documents, and will be made available to all prospective bidders before the time set for opening of Proposals.

The Department will not be bound by any statement or representation concerning conditions or description of the work unless they are included in the contract. Oral explanations, interpretations, or instructions given before the opening of the bids by Department employees or agents are not binding.

## **102.08 Preparation of Proposal:**

### **(A) General:**

The bidder shall prepare and submit its proposal using Department-approved bid preparation software.

Proposals shall be prepared and submitted in accordance with the requirements of Subsection 102.08(B) of the specifications.

The bidder shall submit its proposal using the electronic bid process described herein.

### **(B) Electronic Submittal:**

#### **(1) General:**

In order to submit a bid electronically, a firm shall have obtained a bidder identification number from the Department, at the office of ADOT Contracts and Specifications Group, 205 South 17<sup>th</sup> Avenue, Maildrop 121F, Phoenix, AZ 85007, phone (602) 712-7221.

In addition, bidders shall subscribe to Info Tech, Inc., doing business as Infotech's Bid Express® service at [www.bidx.com](http://www.bidx.com), an online bidding service, and obtain an online Digital ID. Bid Express can be reached at [www.bidx.com](http://www.bidx.com), phone (888)-352-2439 and/or

customer.support@bidx.com. The bidder shall also download and install a copy of the AASHTOWare Project Bids Bid Component from the internet at the Bid Express website. The version of the software currently used by ADOT can then be located by selecting the ADOT tab and the "AASHTOWare Project Bids" link under Downloads.

In order to obtain a Digital ID, bidders shall name at least one authorized signatory, as approved by the Department to commit the firm to the terms and conditions specified in the Proposal and the contract documents.

The bidder shall download the electronic copy of the project EBSX file, listed as an AASHTOWare Project Bids Data File on the Bid Express website. The file includes a schedule of items folder containing the bid schedule, a miscellaneous data folder containing the proposal and attachments, contractor authorization folder containing bidders's contact information, and a bid bond folder. The bidder shall review the proposal and complete the bidding schedule, as specified herein, and the attachments.

The bidder shall include with its bid an email address and recipient name as its contact information for the purpose of receiving the notice of award or other notices related to the bidding. The Department will send the notice of award, executed contract and other notices to the requested email address and recipient name.

It is the contractor's responsibility to provide the updated contact information to the Department if there are any changes to the above requested email address or recipient name prior to the award of the contract.

The bidder shall specify a unit price for each pay item for which a quantity is given in the bidding schedule. The software will automatically produce the extended amount, as the product of the quantity given and the specified unit price.

The bidder shall also download all addenda files issued and update the project file accordingly. The bidder shall be responsible for the successful submission of its electronic bid prior to the time specified for submission of bids. The bidder agrees that the Department bears no liability resulting from the bidder's failure to successfully submit an electronic bid.

## **(2) Procedure for Missing Bids:**

If a bidder believes that its electronically submitted bid should have been read at the bid opening but was not read, the bidder shall notify the Department at [CSGroup@azdot.gov](mailto:CSGroup@azdot.gov) of the apparent irregularity and provide its bid receipt for the bid in question no later than three hours after the time specified for submission of bids.

Upon proper notification of a missing bid by a bidder, the Department will notify all bidders that a missing bid has been reported. The Department will begin an investigation to determine the status of the bid, and will review all electronic bids received from Bid Express service.

The Department will direct Infotech to review their records and determine whether the missing bid was submitted. Infotech will make a determination about receipt of the bidder's missing bid.

If requested by the Department, Infotech will attempt to retrieve a copy of the encrypted bid from the bidder's computer.

The Department will partner with Infotech and implement best practices to configure the Bid Express service to decrypt the bid.

If the Department determines that a bid cannot be recovered, the Department will notify all bidders of its determination.

If a missing bid is recovered, the Department will determine the validity of the bid, and may recommend award of the contract to the bidder submitting the missing bid if appropriate. The Department will notify all bidders.

#### **102.09 Non-Collusion Certification:**

By submission of its bid electronically, the bidder makes the certification stated in the following paragraph, binding as if it had been signed by the bidder.

The bidder certifies that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1 of the A.R.S, neither it nor anyone associated with the company, firm, corporation, or individual 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 the submitted bid.

#### **102.10 Irregular Proposals:**

(A) Proposals may be considered irregular and may be rejected for any of the following reasons:

- (1) If there is a submission of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (2) If the bid is mathematically unbalanced.
- (3) If the bid is materially unbalanced.

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

- (1) If the bidder or surety fails to provide a proposal guaranty as specified in Subsection 102.11 of the specifications.
- (2) If the bidding schedule does not contain a unit price for each pay item listed.
- (3) 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.

## **102.11 Proposal Guaranty:**

The bidder shall provide an electronic proposal guaranty payable to the Arizona Department of Transportation for 10 percent of the amount of the bid.

The surety (bid) bond shall be executed by the bidder and a surety company or companies holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance. The agent for the surety shall be licensed to act as an insurance agent in Arizona.

Bidders shall provide an electronic proposal guaranty as described herein.

Two companies have established web-based surety processing procedures with Bid Express: Surety 2000 (<https://surety2000.com/>) and Sure Path Network (<http://web.insurevision.com/>). Bidders may contact these companies for additional information and requirements on electronic proposal guaranty.

## **102.12 Withdrawal of Proposals:**

### **(A) General:**

A bidder may withdraw its electronic submittal at a minimum 30 minutes prior to the time specified for bid opening in writing to the Contracts and Specifications Manager through the Contract and Specifications Group email at [CSGroup@azdot.gov](mailto:CSGroup@azdot.gov)

### **(B) Conditional Withdrawal:**

When proposals for more than one contract are to be publicly read on any one date, a bidder may request in the event it is the apparent low bidder on a given contract or contracts, that one or more subsequent bids be withdrawn.

The bidder shall submit a written request for conditional withdrawal to the Contracts and Specifications Group Manager via email at [CSGroup@azdot.gov](mailto:CSGroup@azdot.gov) a minimum of 30 minutes prior to the specified bid opening time.

## **102.13 Combination or Conditional Proposals:**

At the Department's discretion, proposals may be issued for projects either separately or in combination. Bidders may submit bids for the combination or for individual units within the combination, as allowed in the proposal. The Department reserves the right to award contracts based on separate or combination bids, whichever is most advantageous to the state. Only combination bids specifically authorized in the Department's proposal will be considered.

## **102.14 Public Opening of Proposals:**

Proposals will be opened and read aloud at the time indicated in the advertisement for bid.

Bidders, their authorized agents and other interested parties may attend the bid opening while they are read aloud. After the completion of the bid opening, the as-read bid results will then be made available through the ADOT Contracts and Specifications Group website.

#### **102.15 Licensing:**

It is the responsibility of the bidder to determine whether it has the appropriate contracting licenses to perform the work. For all projects except Federal-aid funded projects, the bidder shall have the proper licenses at the time of bid opening. The successful bidder's failure to meet with the necessary license requirements at the time of bid opening will result in the rejection of the bid.

On Federal-aid funded projects, the bidder is not required to have the licenses at the time of bidding, but it must procure the licenses from the State Registrar of Contractors, in accordance with A.R.S. 32 1101 et seq. before award can be made, and no later than 60 days after the date bids are opened. The bidder's failure to get the necessary licenses within 60 days after the bid opening date will result in rejection of the bid.

Licensing information is available from:  
Arizona Registrar of Contractors  
1700 W. Washington St. Suite 105  
Phoenix, AZ 85007-2812  
Phone: (602) 542-1525  
Email: [Webmaster@azroc.gov](mailto:Webmaster@azroc.gov)  
[www.roc.az.gov](http://www.roc.az.gov)

#### **102.16 Boycott of Israel:**

All bidders are required to certify in their bid proposal on the "Participation in Boycott of Israel Certification" form either:

(A) The bidder does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with ARS 35-393.01; or

(B) The bidder does participate in a boycott of Israel as defined in ARS 35-393.01.

The Department will not recommend award of the contract unless the bidder makes the certification described in subparagraph (A) of this Subsection.

#### **102.17 Forced Labor of Ethnic Uyghurs Ban:**

All bidders are required to certify in their bid proposal on the "Forced Labor of Ethnic Uyghurs Ban Certification Form" either:

(A) The bidder does not use the Forced labor of Ethnic Uyghurs as described in A.R.S. 35-394; or

(B) The bidder does use the Forced labor of Ethnic Uyghurs as described in A.R.S. 35-394.

The Department will not recommend award of the contract if the bidder makes the certification described in subparagraph (B) of this Subsection, unless the bidder uses an exempt contractor.

For the purposes of this subsection, a contractor is defined as an exempt contractor if it is a sole proprietorship; has fewer than 10 employees; and/or is a non-profit organization.

**(102NOBID, 09/19/12)**

**SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:**

**102.03 Suspension from Bidding:** of the Standard Specifications is modified to add:

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.

**(102LOBY, 01/21/21)**

**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 its 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 Group, 205 South 17<sup>th</sup> Avenue, 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 the bid or proposal, that it 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.

**(103AWARD, 09/17/20)**

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT:**

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

The Department will make the award to the lowest responsible bidder who has the proper licenses.

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 in accordance with the requirements of Subsection 102.16 of the specifications. 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.

**(104TPDDC, 08/21/25)**

**SECTION 104 SCOPE OF WORK:**

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

Prior to construction, alterations to contract phasing, detours, and Maintenance and Protection of Traffic plans shall be reviewed by the Engineer at the preconstruction conference or a pre-activity meeting based on the contractor's preliminary schedule and proposed contract phasing.

**SECTION 104 SCOPE OF WORK:**

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

**(D) General Traffic Control Information:**

The contractor shall prepare and submit traffic control plans to the Engineer for review and approval two weeks prior to the start of project construction activities (or at the Preconstruction Meeting).

The traffic control plans shall conform to the requirements of Part 6 of Manual on Uniform Traffic Control Devices (MUTCD), 2023 edition, The Arizona Department of Transportation Traffic Control Design Guidelines, 2025, the Arizona Supplement to the MUTCD, 2023 edition dated January 2026, these special provisions, Section 701 "Maintenance of Traffic Control" of the specifications.

Construction work activities that impact traffic shall not begin until the traffic plan and days and times impacted has been approved by the Engineer. No separate measurement or payment will be made for preparation and submittal of traffic control plans for review and approval, it will be considered included in the price of contract bid items.

Changes or revision to the Traffic Control Plan (TCP) and specifications shall be submitted and approved by the Engineer in advance of implementation.

The temporary removal or covering of existing signs shall be in accordance with Section 701-3.11 and 701-5.10 of the specifications.

Traffic control devices shall not be permitted to remain stockpiled on the shoulder until the next closure.

The contractor shall be required to check on all traffic control barricades, signs, and variable message boards twice daily and maintain as needed.

At all times, the contractor shall conduct the construction activities to safeguard pedestrians and vehicular access in the vicinity of the project.

The contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots, and adjacent businesses during their hours of operations per the Maintenance of Traffic section above.

The contractor shall maintain access for and protection of pedestrians across the work zone at all times per the Maintenance of Traffic section above.

The contractor shall contact Department of Public Safety (DPS), and/or local law enforcement, local fire department and local ambulance services a minimum of 72 hours in advance of any roadway restrictions.

The contractor shall provide all safety equipment, barricades, proper lighting and all other items to perform nighttime work when deemed necessary by the Engineer, in a prudent and safe manner. If night work is approved by the Engineer, the contractor shall position a portable light unit at each flagger station. Each portable light unit shall have its own independent power source. The power source shall be capable of supplying adequate continuous power for the light for the duration of nighttime work and flagging, as directed by the Engineer. This work will be at no additional cost to the Department.

**(E) Schedules for Daily Traffic Control Activities:**

All lane closures will be subject to the following:

- All work requiring a lane closure shall have an approved TCP.
- All proposed lane closures shall be submitted to the Engineer at least seven calendar days in advance of the closure, unless otherwise approved by the Engineer.
- Any exceptions must be approved by the Engineer.

## Holidays:

The contractor shall not schedule a closure to begin prior to a holiday so that the restriction would be in place through the stated holiday.

No closures or traffic restrictions will be allowed during weekends or recognized holidays unless otherwise approved by the Engineer. Holidays are from 12:00 PM of the last working day prior to the holiday or major event until 6:00 AM of the first working day following the holiday. When the holiday falls on a Tuesday, the Monday before the holiday is considered part of the holiday.

The restricted holidays are:

### 2026 - 2027 Holiday Periods

| Holiday                       | Start Day (12 p.m.) | End Day (6 a.m.) |
|-------------------------------|---------------------|------------------|
| Veteran's Day                 | 11/10/2026          | 11/12/2026       |
| Thanksgiving Day              | 11/20/2026          | 11/30/2026       |
| Christmas Day/ New Year's Day | 12/18/2026          | 01/04/2027       |
| Civil Rights Day              | 01/15/2027          | 01/19/2027       |
| President's Day               | 02/12/2027          | 02/16/2027       |
| Memorial Day                  | 05/28/2027          | 06/01/2027       |
| Independence Day              | 07/02/2027          | 07/06/2027       |
| Labor Day                     | 09/03/2027          | 09/07/2027       |

## (F) Access Requirements:

The contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots, and adjacent businesses during their hours of operations. Access to adjacent private driveways shall be provided during all non-working hours. Where property has more than one point of access, no more than one access may be restricted or closed at a time.

The contractor shall coordinate through the Engineer to inform all property and business operators that may be affected by any restrictions at least 72 hours in advance as a result of construction activities of the scope of work, duration of construction activities, and the possible interference with their day to day activities. Any business or residential access restrictions shall be coordinated in writing through the Engineer with the affected businesses or residents at least one week in advance of the restriction.

The contractor shall coordinate with the Engineer to make a good faith effort to make personal contact with affected property owners or business operators. If primary access cannot be maintained, the contractor shall coordinate through the Engineer provide an alternative that will be pre-determined with the business prior to instituting the closure or restriction. If the property owner or business operator cannot be contacted, then the Engineer shall be the sole judge for the approval of any closures or restrictions.

The contractor shall include temporary "Business Access" signs for affected businesses.

No separate measurement or payment will be made for providing alternatives to maintaining access or maintaining accesses, the cost being considered as included in the price of the contract items.

**(104SWDEQ, 02/10/20)**

**SECTION 104 SCOPE OF WORK:**

**104.09 Prevention of Stormwater Pollution:** of the Standard Specifications is revised to read:

**(A) General:**

The contractor shall follow the requirements of Section 402 of the Clean Water Act (CWA), 33 USC 1251 and other water quality regulations. The CWA regulates discharge of pollutants into the waters of the United States and provides quality standards for surface waters. Section 402 of the CWA provides stormwater pollution prevention regulations. ADEQ's Aquifer Protection Permit (APP) Program regulates temporary concrete washout facilities. The APP Type 1 Permit (APP 1.12) applies only when projects disturb one or more acres and are covered under the Arizona Department of Environmental Quality Construction General Permit.

The contractor shall minimize ground disturbance to the natural surroundings. No ground disturbing activities shall occur until all applicable permits have been obtained. The applicable permit requirements must always be met.

The contractor shall provide adequate information to the contractor's personnel, including employees of any subcontractors, to ensure that all personnel understand requirements of the applicable permits that are relevant to their job functions.

**(B) Clean Water Act, Section 402, Arizona Pollutant Discharge Elimination System (AZPDES):**

**(1) General Requirements:**

The contractor shall be responsible for preparing and processing all documents and implementing the requirements of the Arizona Pollutant Discharge Elimination System (AZPDES) "General Permit for Discharge from Construction Activities to the Waters of the United States," for pollution prevention issued by the Arizona Department of Environmental Quality (ADEQ). That document is hereinafter referred to as the Construction General Permit (CGP) and is available on ADEQ's website.

The work shall include providing, installing, and maintaining, temporary and permanent pollution prevention control measures and removing and disposing of temporary pollution prevention control measures. Control Measures, as hereinafter referenced, shall be deemed to include pollution prevention control as described in the CGP. Control Measures may be temporary or permanent.

The contractor's schedule shall allow sufficient time for the following submittal, review, and approval times:

| <b>Table 104-1<br/>Submittal, Review, and Approval Timeframes</b>        |                                                                                           |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Contractor submittal of Erosion Control Coordinator (ECC) qualifications | By the pre-construction conference                                                        |
| Department review and approval of ECC qualifications                     | within seven calendar days of receipt                                                     |
| Department review and approval of subsequent submittals (if required)    | within seven calendar days of receipt                                                     |
| Contractor submittal of SWPPP to Engineer                                | By the pre-construction conference                                                        |
| Department review and approval of subsequent submittals (if required)    | within seven calendar days of receipt                                                     |
| Engineer/contractor joint review of SWPPP                                | within 10 calendar days after contractor submittal of SWPPP with ADOT approval of the ECC |
| Approved Notice of Intent (NOI) submittal and review times               | as described in the CGP                                                                   |

No increase in contract time will be granted for the contractor's failure to provide acceptable submittals within the specified timeframes.

## **(2) Stormwater Pollution Prevention Plan (SWPPP):**

The SWPPP shall include all information and permit requirements specified in the CGP, and shall also be consistent with applicable state or local programs.

Unless otherwise approved by the Engineer and documented in the SWPPP, 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 Control Measures 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 SWPPP, along with proposed Control Measures for each sub-area. The SWPPP shall also include the sequence of construction for each sub-area, and installation of the required temporary or permanent Control Measures.

The contractor shall give installation of permanent Control Measures priority over reliance on temporary measures. Permanent 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.

The project plans may include erosion/sediment control plans and details along with a Control Measure Index Sheet (CMIS) to assist the contractor in preparing the SWPPP. The contractor and the contractor's ECC, or other qualified designee, as described in Subsection 104.09(B)(3), shall review the contract documents, and prepare the SWPPP for review by the

Engineer. The contractor shall use the Department's SWPPP Template to prepare the SWPPP. The template is available on the Department's Water Resources website.

The 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 the review and approval procedure. The Engineer and contractor shall jointly approve and sign each revision to the SWPPP before implementation. Any revisions made by the contractor to amend the approved SWPPP will require two to seven calendar days for review.

The contractor shall prepare the SWPPP for the Engineer's review including all information specified herein. The contractor shall submit the SWPPP to the Engineer at the preconstruction conference.

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

When agreement has been reached, the Engineer and contractor's ECC will sign the SWPPP. The Engineer's signature will constitute approval of the SWPPP. Upon approval of the SWPPP, the contractor and the Engineer shall each file a Notice of Intent (NOI) as specified in Subsection 104.09(B)(6). The Engineer will provide a copy of the Department's NOI to the contractor to be included in the SWPPP.

The SWPPP shall be maintained in accordance with the CGP. A current copy shall be maintained at a location approved by the Engineer and amended as necessary from the time the contractor files its NOI until the NOT is submitted. The SWPPP shall be available for inspection by entities identified in the CGP, and for use by the Engineer.

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

In accordance with the CGP, the Engineer and the contractor shall confirm the frequency of inspections appropriate for the project. The contractor shall identify the frequency in the SWPPP. The contractor shall inform the Engineer when each inspection will be performed a minimum of 72 hours in advance so the Engineer can jointly perform the inspection if desired.

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 maintained in the SWPPP.

### **(3) Erosion Control Coordinator (ECC):**

The contractor shall designate an erosion control coordinator (ECC) to be responsible for approval and implementation of the SWPPP, as well as all other applicable requirements of the CGP. The contractor's ECC shall have the qualifications described in Subsection 104.09(B)(4).

The contractor shall not assume that the person proposed as ECC will be accepted by the Department merely because the experience and education requirements listed herein have been met.

After approval, the contractor shall designate the ECC as a duly authorized representative of the contractor in accordance with, and as defined in, the CGP. Documentation of the delegation of a duly authorized representative shall be included as part of the SWPPP.

The ECC 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. Corrective measures shall be completed in the timeframe required by the CGP and included in the SWPPP as required by the CGP.

The ECC shall at all times be aware of the contractor's work activities, schedule, and effect of the work on the environment. Should the ECC not be present at the project site on a full-time basis, the contractor shall establish procedures to ensure that its ECC is promptly notified of any damage or displacement of the required erosion control measures, whether from construction, vandalism, or other causes.

The contractor bears all risks and liabilities for the failure of its ECC to properly implement the requirements of the CGP.

Failure of the contractor to properly maintain the Control Measures required in the approved SWPPP may be cause for the Engineer to reject the ECC and issue a stop work order, as specified in Subsection 104.09(B)(7).

### **(4) ECC Certification Requirements:**

The ECC shall have successfully completed the mandatory 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. No other training can be substituted.

The training class certification is valid for three years. Within 60 days of the end of the three year period, in order to maintain the training class certification, the ECC shall 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. The refresher class will be required every three years thereafter, prior to the expiration date listed on the previous certificate. Should more than three years (and 60 day grace period) elapse from completion of either the

training class or refresher class, the contractor's ECC will be required to successfully complete the two-day training class in order to again be eligible for consideration.

In addition, the contractor's ECC shall have documented experience equal to a minimum of one year from either of the following two categories:

- (a) Experience in the implementation of SWPPPs. The ECC's experience shall demonstrate full-time responsibility for directly supervising construction personnel in the installation, inspection, and maintenance of pollution prevention measures.
- (b) Experience in stabilization of disturbed areas in environments similar to those on the project.

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 ECC has completed the training class or refresher class. To be considered for approval, the contractor's documentation shall include a copy of the proposed ECC's certification.

#### **(5) Acceptance of ECC and SWPPP:**

The contractor shall submit documentation indicating the qualifications of the ECC to the Engineer for approval no later than the pre-construction conference. The Engineer will review the proposed candidate's information within seven calendar days. The contractor may begin development of the SWPPP prior to approval of the ECC. However no clearing, grubbing, earthwork, or other work elements that may be subject to the requirements of the CGP shall be started until the ECC has been approved, the SWPPP finalized and implemented, the NOI completed and filed, and the CGP authorization received by the contractor and the Engineer. If sampling is required, the SWPPP and SAP shall also be reviewed and approved by ADEQ prior to ground disturbance by the contractor.

#### **(6) Notice of Intent:**

After the project SWPPP has been approved by the Engineer, the Engineer and the contractor will each complete separate Notice of Intent (NOI) forms for the project. The contractor shall submit the NOI to ADEQ as required by the CGP.

Unless notified otherwise by ADEQ, the contractor will be authorized to begin implementation of the approved SWPPP seven calendar days after acknowledgement of receipt of both NOIs by ADEQ or whenever an authorization certificate is issued by ADEQ, whichever occurs first.

## **(7) Non-Compliance:**

The Engineer may reject the contractor's ECC if, in the opinion of the Engineer, the conditions of the CGP or the SWPPP are not being fulfilled. Rejection of the contractor's ECC shall be for failure to complete any of the following:

- (a) 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 ECC shall fully implement, to the satisfaction of the Engineer, the requirements of the approved SWPPP within three working days.
- (b) Should any corrective measures required in the CGP not be completed within the time periods specified therein, the Engineer will notify the contractor in writing. The contractor's ECC 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.
- (c) Should the Engineer determine that routine maintenance of the project's Control Measures is not being adequately performed; the contractor will be notified in writing. Within three working days, the contractor's ECC shall demonstrate, to the satisfaction of the Engineer that such steps have been taken to correct the problem.

In the event of the ECC's failure to comply with the CGP or any of the above requirements, the Engineer will direct the contractor to stop all affected work and propose a new ECC as soon as possible. However, all Control Measures 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 ECC 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 ECC to properly fulfill the requirements of the SWPPP.

## **(8) Notice of Termination:**

Upon written approval of the Engineer, the contractor shall complete and submit a Notice of Termination (NOT) to the Engineer for approval. After approval by the Engineer, the contractor shall submit the NOT to ADEQ.

The NOT shall be submitted as described in the CGP.

A copy of the SWPPP and the NOT shall be provided to the Engineer within seven days of the contractor receiving acknowledgement from ADEQ. The copies may be either electronic or hard copies.

**(C) Aquifer Protection Requirements (Concrete Washout Facilities):**

If the contractor's work requires the use of temporary concrete washout facilities, the contractor shall comply with the requirements of ADEQ's APP Type 1 Permit (APP 1.12). APP 1.12 covers wastewater to an impoundment from washing concrete from trucks, pumps, and ancillary equipment. The contractor shall address concrete washout activities in the project SWPPP.

**(D) Measurement and Payment:**

Measurement and payment for work specified in the SWPPP will be made in accordance with the requirements of Section 810. Control Measures specified in the contract which are 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 Control Measures is included in the bidding schedule, the contractor may be reimbursed for such additional Control Measures proposed by the contractor but not included with the plans or specifications. Such additional Control Measures must be approved in writing by the Engineer before use. Items for Control Measures 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 SWPPP, the SAP, 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, the contractor's pollution prevention practices and requirements, or maintenance of the Control Measures during a suspension of work, the costs being considered as included in contract items.

No measurement or payment will be made, except as specified below for external laboratory testing, for labor, equipment, and materials required in the SAP, the cost being considered to be included in contract items.

If an item is included on the bidding schedule for Construction Monitoring (Laboratory Testing), the contractor will be reimbursed for those samples tested, as required in the approved SAP, by an accredited laboratory approved by the Arizona Department of Health Services. The contractor will be reimbursed for the invoice amount of each required test, plus an additional markup of ten percent of the invoice amount. No measurement or payment will be made for in-field testing and related equipment, the cost being considered to be included in contract items.

No measurement or payment will be made for temporary concrete washout facilities, the cost being considered to be included in contract items.

Unless otherwise specified, no measurement or payment will be made for maintenance of temporary and permanent 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 CGP for pollution prevention due to stormwater runoff during construction, as specified above in Subsection 104.09, Prevention of Stormwater Pollution.

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 maintain Control Measures in working order during any stoppage of work. Based on the nature of the work stoppage, the contractor and the Engineer shall determine the maintenance requirements. The contractor shall comply with the CGP including inspection of the project.

**(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, 06/17/21)**

## **SECTION 104 SCOPE OF WORK:**

**104.12 Environmental Analysis:** the fifth and sixth paragraphs of the Standard Specifications are revised to read:

If the contractor elects to do an environmental analysis and use any site, source, or access for the reasons listed above, they choose to do so at their own risk. It is the contractor's responsibility to exercise due diligence when selecting these sites and areas. The contractor shall bear all costs associated with the use of proposed sites, sources, and accesses.

The contractor shall promptly advise the Engineer that it is preparing the environmental analysis and shall submit to the Engineer for review and consultation. The Department will review the submittal and send it to the appropriate agencies and/or jurisdictions for consultation or return it to the contractor for revision. The contractor shall allow a minimum of 60 calendar days after submittal, or subsequent resubmittals, 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 due to the Department's actions in the aforementioned review process, the contractor may seek, and the Engineer may grant, an extension of time in accordance with the terms of Subsection 108.08 of the specifications. 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 the delay resulting due to the Department's actions in the review process. A time extension request will not be considered or granted for any other reason. No time extension will be granted for a fixed completion date contract.

**104.12 Environmental Analysis:** the items (G) and (O) of the seventh paragraph of the Standard Specifications is revised to read:

- (G) 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 (SHPO) 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. The survey report shall be prepared by the contractor in accordance with SHPO and ASM formatting style for the Historic Preservation Specialist's initial review. After the initial review, the Department will consult

with the landowner, SHPO, and Tribes for a minimum of 35 days for the final approval of the survey report.

- (O) A description of the impact on federally or state protected or other agency-specific special status wildlife and plants and their habitat, as defined in ADOT's consultant biological procedures on the Department's website. Compliance with the Arizona Native Plant Law shall be coordinated through the Arizona Commission of Agriculture and Horticulture.

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

Guidance and forms for preparing the environmental analysis are available on the Department's website through the Environmental Planning Group, or by calling Environmental Planning Group at 602-712-7767.

(104VEPC, 03/20/25)

## **SECTION 104 SCOPE OF WORK:**

**104.13 Value Engineering Proposals by the Contractor:** the third paragraph of the Standard Specifications is revised to read:

Any cost savings generated to the contract as a result of VEP offered by the contractor and approved by the Department will be shared between the contractor and the Department, with the contractor receiving 60 percent and the Department receiving 40 percent, as specified in Subsection 104.13(D) of the specifications.

**104.13(C) Conditions:** of the Standard Specifications is modified to add:

- (13) The contractor may submit a previously approved VEP from another project.

**104.13(D) Acceptance, Rejection and Payment:** the seventh paragraph of the Standard Specifications is revised to read:

- (6) The executed supplemental agreement shall provide that the contractor be paid 60 percent of the net savings amount as reflected by the difference between the cost of the revised work and the cost of the related construction required by the original contract computed at contract bid prices. The net savings will take into account the contractor's cost of developing the VEP and implementing the change, and reducing this amount by the Department's cost for investigating and evaluating the VEP, including any ascertainable collateral costs to the Department. Such collateral costs may include increased costs for maintenance, operation, related work items, additional work items, or elements of related or additional work items.

**(104ENVST, 09/19/24)**

**SECTION 104 SCOPE OF WORK:**

**104.16 Environmental Standard Work:** of the Standard Specifications is hereby modified as follows:

**(E) The Biology Program:** of the Standard Specifications is modified to add:

**BIO-1: Environmental Awareness, Monitoring and Avoidance:**

**BIO-1A:** No ground disturbing activities shall begin prior to distribution of the environmental awareness handout. The contractor shall ensure that all field personnel, including subsequent new hires and subcontractors, are aware and follow the information presented in the handout for (*flat-tailed horned lizard*). The environmental awareness handout is included in the contract attachments –or– available on the ADOT webpage.

**BIO-1B: Training:**

The contractor shall not begin construction prior to the presentation of an environmental awareness training and review of applicable handouts and guidelines for (*flat-tailed horned lizard*). The contractor's field personnel including the Project Manager, Assistant Project Manager, General Superintendent, and Project Superintendent shall be present at the training and shall read and follow all applicable handouts and guidelines. The contractor shall ensure that all subsequent new hires and subcontractors are aware of the information presented and are provided with the training handouts and guidelines.

The contractor shall provide a letter to the Engineer at the preconstruction conference certifying that the contractor will comply with the environmental awareness training and requirements.

**BIO-1C: Contents:**

Handout and/or training materials provided by ADOT

The environmental awareness handout and training materials are included in the contract attachments or available on the ADOT webpage.

**BIO-1D: Biologist:**

Contractor provides biologist

The contractor shall employ a qualified biologist(s) to implement a (*flat-tailed horned lizard*) awareness training program. The biologist shall flag, fence or demarcate avoidance areas to prevent damage to (*flat-tailed horned lizard*) occurring in the project area. At least 10 working days prior to construction, the contractor shall submit the resumes of the qualified biologist(s) to the Engineer for approval. A qualified biologist conducting the training program shall

possess qualifications as identified in ADOT Qualifications for Biologists on the department's Environmental Planning website.

If any damage to (flat-tailed horned lizard) occurs, or if previously unidentified special status species are encountered during construction, the contractor shall immediately stop work at that location and take all reasonable steps to protect the (flat-tailed horned lizard) in place. The contractor shall contact the Engineer immediately to make arrangements for proper treatment of the (flat-tailed horned lizard).

The qualified biologist(s) shall provide a (flat-tailed horned lizard) training report to the Engineer within 10 working days of the completion of any training conducted. The report shall include a summary of all training conducted, dates of training and employees that received training.

### **BIO-3: (MBTA – Burrowing Owls)**

#### **BIO-3A: MBTA – Burrowing Owl Awareness Flyer:**

Prior to construction, all field personnel who will be on-site, including subsequent new hires and subcontractors shall review the “Western Burrowing Owl Awareness” flyer available on the Department's Environmental Planning website and these contract documents.

If any burrowing owls or active burrows are discovered, they shall be avoided and protected and the contractor shall immediately notify the Engineer. The Engineer will further direct how to protect the burrows to avoid impacts to owls. The contractor shall not begin or resume work until it is so directed by the Engineer. In the event of a suspension of work, the contractor shall refer to the provisions of Subsection 104.02 of the specifications.

#### **BIO-3C: MBTA – Burrowing Owl Relocation:**

If an active burrow is found during survey or construction and avoidance is not possible, as determined by the Engineer, the contractor shall employ a wildlife rehabilitator who in coordination with the Department Environmental Planning Biologist and relevant programmatic agreements will apply for a project specific US Fish and Wildlife Service Migratory Bird Treaty Act Special Purpose - Relocation Permit. The wildlife rehabilitator shall be permitted by the US Fish and Wildlife Service and licensed by the Arizona Game and Fish Department. Relocation of owls or eggs from active burrows shall be performed by the wildlife rehabilitator.

No later than 10 working days after the completion of each relocation effort, the contractor shall submit a written report containing the following information to the Engineer:

- (1) Project name, location and ADOT project number;
- (2) Point of contact;
- (3) Date(s) of relocations;

- (4) Location of the areas birds where moved from and where they were moved to;
- (5) An explanation of why the birds were relocated;
- (6) The number, age and sex of birds relocated; and
- (7) Name of rehabilitator, AZGFD rehabilitator license and USFWS permit information.

**(F) Specific Vegetation Protection Program: is hereby added to the Standard Specifications:**

The contractor shall not disturb unpaved areas without the approval of the Engineer or as stated in the Environmental, Permits, Issues, and Commitments (EPIC) plan sheet 1F of the project plans. If any unpaved areas are disturbed as a result of the contractor's operation and without the approval of the Engineer, the contractor shall seed the areas with species native to the project vicinity. All seeded areas shall be covered by straw mulch with tacking agent. The contractor shall provide the seed mix to the Engineer for approval prior to placing any seeding. No measurement or payment will be made for seeding, the cost being considered as included in the price of contract items.

**(105TPDDC, 08/21/25)**

**SECTION 105 CONTROL OF WORK:**

**105.18 Opening Sections of Project to Traffic:** of the Standard Specifications is modified to add:

Damage to the project resulting from a third-party shall be reported to the Engineer. Damages to permanent project features, determined by the Engineer as eligible for payment in accordance with the requirements of Subsection 104.04 of the specifications, will be paid for in accordance with Subsection 109.04 of the specifications.

**(106DMAT, 12/18/25)**

**SECTION 106 CONTROL OF MATERIALS:**

**106.15 Blank:** of the Standard Specifications is revised to read:

**106.15 Domestic Materials and Products:**

Steel and iron materials and products used on this project 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 0.1 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.

**(106CMATLS, 12/18/25)**

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

**106.17 Construction Materials:**

A construction material shall comply with the requirements of Build America, Buy America (BABA) Act specified in Title IX, Subtitle A, Part 1, Sections 70901 and 70911-70917 (Pub. L. No. 117-58 §§ 70901; §§ 70911-70917) of the Infrastructure Investment and Job Act (IIJA).

A "construction material" that is permanently incorporated on the project shall include an article, material, or supply that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
3. Glass (including optic glass);
4. Fiber optic cable (including drop cable);
5. Optical fiber;
6. Lumber;
7. Engineered wood; or

## 8. Drywall.

Items manufactured through a combination of either two or more materials listed above, or at least one of the materials listed above and a material not listed shall be considered as a manufactured product, rather than as a construction material.

Construction materials shall not include cement and cementitious materials; bituminous materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

All construction materials shall be produced in the United States. This means, all manufacturing processes to produce the construction materials shall occur in the United States. All manufacturing processes for construction materials shall mean the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05 of the specifications, which shall state that the construction materials incorporated in the project meet the requirements specified herein. Certificates of Compliance shall also certify that all manufacturing processes to produce construction materials occurred in the United States.

If the total cost of construction materials incorporated in the project is no more than 5% of the original contract amount or \$1,000,000, whichever is lesser, the requirements specified herein will not apply for such construction materials.

Convict-produced materials are prohibited in accordance with the requirements of 23 CFR 635.417.

**(106MAPR, 12/18/25)**

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

### **106.18 Manufactured Products:**

Manufactured products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

A "manufactured product" is defined as an article, material, or supply that has been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual article, material, or supply. Items manufactured through a combination of two or more materials, or at least one listed construction material and a material not listed, shall be classified as manufactured products.

An item classified as iron or steel product in accordance with the requirements specified in Subsection 106.15 of the specifications or excluded materials such as cement and cementitious materials; bituminous materials; aggregates such as stone, sand, or gravel; or

aggregate binding agents or additives is not considered a manufactured product. However, manufactured product may include components that are iron or steel products or excluded materials.

Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not considered manufactured products.

Precast concrete products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both, will be considered iron and steel product and shall meet the requirements specified in Subsection 106.15 of the specifications.

The intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both will be considered iron and steel product and shall meet the requirements specified in Subsection 106.15 of the specifications.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05 of the specifications, which shall state that the manufactured products incorporated in the project meet the requirements specified herein. Certificates of Compliance shall also certify that all manufactured products used in the project are manufactured in the United States.

Convict-produced materials are prohibited in accordance with the requirements of 23 CFR 635.417.

**(107LPAINS, 08/02/19)**

## **SECTION 107    LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:**

**107.14            Insurance:** of the Standard Specifications is modified to add:

Yuma County shall be named as an additional insured on the certificate of insurance.

**(107UINSLMTS, 02/20/25)**

**SECTION 107    LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:**

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

Without limiting any liabilities or any other obligations of the contractor, the contractor shall provide and maintain, if commercially available, the minimum insurance coverage listed below until all obligations under this contract are satisfied:

- (A) General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence applicable to all premises and operations, and a minimum general aggregate limit of \$2,000,000. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground). The products and completed operations coverage shall extend for one year past acceptance, cancellation or termination of the work. The policy shall contain a severability of interests provision.
- (B) Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property of not less than \$1,000,000 each occurrence with respect to contractor's owned, hired, or non-owned vehicles, assigned to or used in performance of the work.
- (C) Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of the work, and Employers' Liability insurance with a minimum limit of \$1,000,000. Evidence of qualified self-insured status will suffice for this subsection.

**(107UTIL, 04/17/25)**

**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:

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

**SOUTHWEST DISTRICT**

(928) 317-2106                      2243 E. Gila Ridge Road  
(928) 317-2100                      Yuma, AZ 85365

**Email address:**  
[southwestpermit@azdot.gov](mailto:southwestpermit@azdot.gov)

Copies of existing Yuma permits, subject to availability, may be obtained from the Yuma County contact listed below:

**Yuma County**  
**David Ruvalcaba**  
2351 W 26<sup>th</sup> St,  
Yuma AZ, 85365  
(928) 817-5129  
[David.Ruvalcaba@yumacountyaz.gov](mailto:David.Ruvalcaba@yumacountyaz.gov)

**For 0000 YU YYU Y0437 01C Project:**

The following agencies and utility companies have facilities in the area but are not anticipated to be in conflict:

**Arizona Public Service (APS)**  
**Ben Gowers**  
400 N 5<sup>th</sup> St,  
Phoenix AZ, 85004  
(602) 809-3611  
[Ben.Gowers@aps.com](mailto:Ben.Gowers@aps.com)

APS has overhead power and power poles in the project area, but they are not anticipated to be in conflict with any proposed improvements. Any APS utilities within the project right-of-way are designated as protect-in-place.

**Century Link (Lumen)**  
**Ed Alupay**  
1850 E 20th Street  
Yuma, AZ 85365  
(928) 343-8943  
[Ed.Alupay@lumen.com](mailto:Ed.Alupay@lumen.com)

Century Link has underground coaxial and fiber optic utilities adjacent to the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Century Link utilities within the project right-of-way are designated as protect-in-place.

**Charter Communications**  
**Placido A. Lopez**  
910 W Carver Rd,  
Tempe AZ, 85284  
(720) 250-2469  
[Placido.Lopez@spectrum.com](mailto:Placido.Lopez@spectrum.com)

Charter Communications has utilities, including underground fiber optic and telephone, within the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Charter Communications utilities are designated as protect in place.

**Gila Electronics of Yuma**  
**Alex Camarena**  
2481 E Palo Verde  
Yuma AZ, 85365  
(928) 246-5222  
[Alex@gilaelectronics.com](mailto:Alex@gilaelectronics.com)

Gila Electronics has underground fiber optic utilities adjacent to the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Gila Electronics utilities within the project right-of-way are designated as protect-in-place.

#### POWER LINES:

Power lines and other utilities may exist at various locations throughout the project. The contractor shall keep a safe distance from all facilities. All work at or in close proximity to any utility lines shall be performed in accordance with all Federal, State and local laws and regulations, including but not limited to:

- (1) Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21 through .29).
- (2) Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40 360.41 .45).
- (3) The Occupational Safety and Health Administration.
- (4) The National Electric Safety Code.  
720-482-4449  
844-780-6054

## **RAILROAD STATEMENT:**

There is a railroad within ½ mile of the project limits. There is no railroad work on this project. The railroad was notified.

It shall be the contractor's responsibility to determine the exact location of the utilities prior to any construction operations and to notify the above-mentioned utility companies at least two (2) working days prior to commencing any work on the project.

### **For 0000 YU YYU Y0439 01C Project:**

The following agencies and utility companies have facilities in the area but are not anticipated to be in conflict:

#### **Allo Communications LLC**

**Tom Gremel**

320 W 32<sup>nd</sup> St B  
Yuma AZ, 85364  
(480) 641-0050

[Tom.Gremel@allofiber.com](mailto:Tom.Gremel@allofiber.com)

**Construction Contact**

**David Ramsey**

**(541) 335-1746**

[David.Ramsey@allofiber.com](mailto:David.Ramsey@allofiber.com)

Allo Communications fiber optics utilities within the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Allo Communications utilities within the project right-of-way are designated as protect-in-place.

#### **Arizona Public Service**

Socorro Hooker  
6700 E 30th St  
Yuma, AZ 85365  
(928) 655-0082

[Socorro.Hooker@aps.com](mailto:Socorro.Hooker@aps.com)

**Construction Contact**

**Edgar Hernandez**

**(928) 750-0601**

APS has overhead electric utilities within the project area, but they are not anticipated to be in conflict with any proposed improvements. Any APS utilities within the project right-of-way are designated as protect-in-place.

#### **The Bureau of Reclamation**

**Ms. Anna Pinnell**

2351 W. 26th Street  
Yuma AZ, 85364  
(928) 343-8514

[APinnell@usbr.gov](mailto:APinnell@usbr.gov)

The Bureau of Reclamation's Yuma Desalting Plant (YDP) has an underground sludge disposal pipeline consisting of the A-22 cathodic protection system test ports and cables situated along the east side of the shoulder of Avenue B. The sludge disposal pipeline will remain in place. The associated cathodic protection wiring and test stations may be encountered when cutting the shoulder to grade. If encountered, the contractor shall contact the Reclamation and they will respond to the site within a day to relocate the wiring and test stations.

The contractor shall coordinate with Reclamation and the YDP contractor, Kaiyuh Services, LLC, prior to construction and reference No. 26-07-34-L2287 in all communication regarding the sludge disposal pipeline.

The contractor is cautioned to use care when operating near these facilities. It shall be the contractor's responsibility to determine the exact location and pothole to determine the depth of these utilities prior to any construction operations. Potholing is to be paid by item number 9240014 FORCE ACCOUNT WORK (POTHOLE ACTIVITIES). No separate measurement or direct payment will be made for coordination with the BOR; the cost being considered included in the contract items.

**CenturyLink (Lumen)**

**Ed Alupay**

1850 E 20<sup>th</sup> Street

Yuma AZ, 85365

(928) 343-8943

[Ed.Alupay@lumen.com](mailto:Ed.Alupay@lumen.com)

CenturyLink (Lumen) has underground buried cables, aerial cables, and pedestal utilities within the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Lumen utilities within the project right-of-way are designated as protect-in-place.

**Gila Electronics of Yuma**

**Alex Camarena**

2481 E Palo Verde St.

Yuma AZ, 85365

(928) 246-5222

[Alex@gilaelectronics.com](mailto:Alex@gilaelectronics.com)

Gila Electronics has aerial fiber optic utilities within the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Gila Electronic utilities within the project right-of-way are designated as protect-in-place.

**Southwest Gas**  
**Katherine Cuevas Del Cid**

7017 E 30<sup>th</sup> St,  
Yuma AZ, 85365  
(928) 390-2289

[Katherine.cuevasdelcid@swgas.com](mailto:Katherine.cuevasdelcid@swgas.com)

**Construction Contact**

**Oscar Lara**  
**(928) 580-0772**

[Oscar.Lara@swgas.com](mailto:Oscar.Lara@swgas.com)

Southwest Gas has underground gas line utilities within the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Southwest Gas utilities within the project right-of-way are designated as protect-in-place.

**Wanrack LLC**

**Caulan Brooks**

25656 W 97<sup>th</sup> St.  
Lenexa KS, 66227  
(316) 219-8547

[Caulan.Brooks@gatewayfiber.com](mailto:Caulan.Brooks@gatewayfiber.com)

**Construction Contact**

**Paul Beckford**  
**(816) 806-5121**

[Paul.Beckford@gatewayfiber.com](mailto:Paul.Beckford@gatewayfiber.com)

Wanrack LLC has underground telecommunication utilities adjacent to the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Wanrack utilities within the project right-of-way are designated as protect-in-place.

**Yuma County Development Services**

**Francisco (Frank) Sanchez**

2351 W 26<sup>th</sup> St.  
Yuma AZ, 85364  
(928) 817-5120

[Francisco.Sanchez@yumacountyaz.gov](mailto:Francisco.Sanchez@yumacountyaz.gov)

Yuma County has underground fiber optic utilities adjacent to the project area, but they are not anticipated to be in conflict with any proposed improvements. Any Yuma County utilities within the project right-of-way are designated as protect-in-place.

It shall be the contractor's responsibility to determine the exact location of the utilities prior to any construction operations and to notify the above mentioned utility companies at least two (2) working days prior to commencing any work on the project.

The contractor shall coordinate with the Engineer to invite the utility companies and agencies to the Pre-Construction Conference and Partnering meeting.

No separate measurement or direct payment will be made for coordination with the utility companies; the cost being considered included in the contract items.

**107.15(F) Sewage Discharge Damage Assessments:** of the Standard Specifications is revised to read:

The Department will assess sanctions in accordance with the Table 107.15-1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of these sanctions is based on the type and quantity of effluent discharged as determined by the Engineer.

These sanctions do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 of the specifications for late completion of the project.

The sanctions specified in this subsection will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

| <b>TABLE 107.15-1<br/>SANCTIONS<br/>(EACH 24-HOUR PERIOD, OR PORTION THEREOF)</b> |                                                |                             |
|-----------------------------------------------------------------------------------|------------------------------------------------|-----------------------------|
| <b>Volume of Discharge</b>                                                        | <b>Raw Sewage or<br/>Industrial Wastewater</b> | <b>Treated<br/>Effluent</b> |
| Less than 10,000 gallons                                                          | \$5,000                                        | \$1,000                     |
| 10,000 to 99,999 gallons                                                          | \$10,000                                       | \$2,000                     |
| 100,000 to 1 million gallons                                                      | \$25,000                                       | \$3,000                     |
| Greater than 1 million gallons                                                    | \$40,000                                       | \$5,000                     |

These sanctions will be assessed for each 24-hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (1) Stopped the discharge;
- (2) Repaired the damaged pipe;
- (3) Restored normal service; and
- (4) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

Upon completion of tasks (1), (2), and (3) above, and prior to completion of Task (4), the sanctions for the current 24-hour period will be at the rate shown in Table 107.15-1. However,

for each subsequent 24-hour period, the assessment will be 1/2 of the rate shown in Table 107.15-1.

The sanctions will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks (1), (2), and (3) within the second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

|                        |          |
|------------------------|----------|
| First 24-hour period:  | \$10,000 |
| Second 24-hour period: | \$10,000 |
| Third 24-hour period:  | \$5,000  |

For this example, the total sanction will be \$25,000 (\$10,000 + \$10,000 + \$5,000).

(108SUBLT, 10/20/22)

## **SECTION 108 PROSECUTION AND PROGRESS:**

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

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 retain \$1,000 from monies due or becoming due the contractor. The money retained will be for each subcontractor, of any tier, that starts work without the consent of the Engineer. These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(108PRCN, 08/19/21)

## **SECTION 108 PROSECUTION AND PROGRESS:**

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

At the preconstruction conference the contractor shall submit a progress schedule showing the order in which the contractor proposes to carry out the work, the dates on which the contractor and its subcontractors will start the work, including procurement of materials, equipment, etc.; the ordering of articles of special manufacture; the furnishing of drawings, plans and other data required under Subsection 105.03 of the specifications for the review and approval of the Engineer; the inspection of structural steel fabrication; and the contemplated dates for the completion.

**108.04 Prosecution and Progress:** the third paragraph of the Standard Specifications is revised to read:

At a mutually convenient location and time, the contractor shall meet weekly with the Engineer to discuss construction activities; however, a meeting may be waived if mutually agreed to, due to weather conditions, work progress, or for other reasons. At the meetings, the contractor shall provide the Engineer with a detailed, written schedule of construction activities and phases of work for the current week, forthcoming three week period as well as the construction activities which were performed during the previous week. This schedule shall detail the anticipated start dates and anticipated completion dates of work activities. The weekly schedule should reflect, at a minimum, all activities from the most recently updated project schedule. For work which was completed during the previous week, this schedule shall detail the actual start and completion dates of work activities as well as indicate the status of major ongoing activities. Upon the second occurrence of the contractor failing to provide an accurate schedule as describe herein and after written notification by the Engineer of the first occurrence, the Department will deduct \$500 from the contractor's progress payment per each occurrence thereafter. Minutes of the weekly meetings will be kept by the Engineer and a copy given to the contractor for review and acceptance.

(108TIME, 10/15/20)

**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 190 working days, and will be known as the "Contract Time."

(108RSLD, 06/19/2025)

**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                           | \$ 500,000        | \$ 300                      | \$ 1,000     |
| \$ 500,000                     | \$ 1,000,000      | \$ 850                      | \$ 1,700     |

| SCHEDULE OF LIQUIDATED DAMAGES |               |           |           |
|--------------------------------|---------------|-----------|-----------|
| \$ 1,000,000                   | \$ 2,000,000  | \$ 1,250  | \$ 2,650  |
| \$ 2,000,000                   | \$ 5,000,000  | \$ 2,100  | \$ 3,800  |
| \$ 5,000,000                   | \$ 10,000,000 | \$ 3,300  | \$ 6,850  |
| \$ 10,000,000                  | \$ 30,000,000 | \$ 7,300  | \$ 10,550 |
| \$ 30,000,000                  | \$ 60,000,000 | \$ 9,350  | \$ 17,750 |
| \$ 60,000,000                  | \$ 90,000,000 | \$ 19,900 | \$ 27,850 |
| \$ 90,000,000                  | -----         | \$ 27,450 | \$ 38,400 |

(108SCHLVL1, 08/19/21)

**SECTION 108 PROSECUTION AND PROGRESS:** of the Standard Specifications is modified to add:

**108.12 Schedules:**

**(A) Definitions:**

**Activity:**

A discrete, identifiable task or event that contributes to completing the project and can be used to schedule and monitor the work.

**Activity ID:**

A unique alphanumeric identification code permanently assigned to an activity.

**Baseline Schedule:**

A Critical Path Method (CPM) schedule illustrating the contractor's committed plan to complete the work within the contract time and used to compare the progress of the work.

**Constraint:**

A limitation placed on a scheduled activity that affects the start or end date of an activity.

**Critical Path:**

The longest continuous chain of activities which establishes the minimum overall project duration.

### **Critical Path Method (CPM):**

A network-based planning technique that uses activity durations and relationships to calculate a schedule for the project.

### **Data Date:**

The date from which a schedule is calculated, where all activities occurring earlier than the data date are complete and all activities occurring on or after the data date are planned.

### **Duration:**

The estimated time required to complete an activity as recorded on the Project Schedule.

### **Float Suppression/Sequestering:**

The process of utilizing zero free float techniques that allows an activity to start as late as possible by using all available free float of that activity, by the utilization of overly generous activity durations, or by using overly restrictive calendar non-working periods.

### **Free Float:**

The amount of time an activity may be delayed without delaying the early start date of its successors.

### **Longest Path:**

The longest continuous path of activities through a project, which controls project early completion.

### **Look-Ahead Schedule:**

A computer-generated schedule that shows the previous week's work and the work planned for the current and next three weeks.

### **Milestone:**

An activity, with no duration, that is typically used to represent the beginning, end, interim stages and significant events of the project, or contractually required dates.

### **Monthly Progress Schedule:**

A monthly update to the approved baseline schedule.

### **Narrative:**

A written report explaining the Project Schedule in detail.

**Predecessor:**

An activity that affects the start or finish date of another activity with a logically tied relationship.

**Preliminary Schedule:**

A CPM schedule that shows the Baseline Schedule for the first 60 calendar days of contract time and, the work breakdown structure and milestones for the entire contract.

**Project Schedule:**

A logic-based critical path for all work leading up to and including substantial completion or final acceptance that is used for tracking the performance of the work. The term "Project Schedule" will refer to one or more of the following:

- (a) Baseline Schedule,
- (b) Monthly Schedule, or
- (c) Recovery Schedule.

**Record Schedule:**

A CPM schedule that shows the actual start and finish date of each activity, durations, and all changes.

**Recovery Schedule:**

A CPM schedule that shows the activity changes to recover the time lost due to incompleteness of the work within the contract time as specified in the Monthly Progress Schedule.

**Scheduler:**

An individual, who creates, maintains and revises the Project Schedule using applicable software.

**Successor:**

An activity whose start or finish date is affected by the logically tied relationship with another activity.

**Time Impact Analysis (TIA):**

A forward-looking, prospective schedule analysis developed to demonstrate the impact of a change to the current schedule on its longest path.

### **Total Float (Float):**

The cumulative duration of time an activity may be delayed without delaying the contract time or a contractual milestone.

### **Work Breakdown Structure (WBS):**

A framework for organizing and ordering the work activities into hierarchical groups.

#### **(B) General:**

The contractor shall prepare, furnish, and use the Project Schedule to plan, monitor, and report the progress of the work. The schedule shall demonstrate a detailed plan to complete the work in accordance with the contract time and be used in communication to coordinate activities among all affected parties.

The contractor shall provide a Scheduler to create and maintain all schedules, updates, Narratives, reports, and TIA related to this project. The Scheduler shall be proficient in CPM schedule development, analysis of resources applicable to the required detail of the Project Schedule, and shall be able to perform the required tasks using the specified software.

The Scheduler shall be present at all schedule meetings, in person or via teleconference, and made available for discussion or meetings when requested by the Engineer. The contractor project management personnel, subcontractors, and suppliers shall actively communicate with the Scheduler to develop and maintain accurate updates of progress and schedule revisions throughout the duration of the contract.

The Department's review and comment on a schedule for compliance with this specification does not do the following:

- (1) Imply or constitute approval of particular construction methods or relieve the contractor of its responsibility to provide sufficient materials, equipment, and labor to complete the project in accordance with the contract;
- (2) Attest to the validity of assumptions, activities, relationships, sequences, resource allocations, or other aspects of the schedule;
- (3) Imply the contractor is entitled to a Supplemental Agreement extending the contract time or adjusting the contract price;
- (4) Relieve the contractor from compliance with the requirements of the contract or result in the approval of a deviation, exception to or other variation from the contract. Failure to include an element of work required by the contract in the schedule does not release or relieve the contractor from responsibility to perform such work.

In preparing, developing and updating the Project Schedule the contractor shall not utilize:

- (1) Float suppression techniques in the schedule, including interim dates imposed by the contractor other than project milestone(s);
- (2) The inclusion of activities or constraints in a path or chain leading to a project milestone which are unrelated to the work as specified in the contract;
- (3) Activity durations or sequences determined by the Department to be unreasonable in whole or in part.

The contractor shall not use preferential sequencing, whereby activities that could be performed concurrently and are established in the Project Schedule as sequential simply to consume float. The contractor shall not indicate artificial activity durations by inflating activities in the schedule to consume float and influence the Critical Path. Sequestering of float is cause for rejection of the contractor's schedule submittal. If float sequestering is identified, the contractor shall revise the schedule appropriately.

Total Float is a commodity available to both the Department and the contractor for sequential use until depleted and not for the exclusive use or financial benefit of either party. A schedule showing an early completion date shall show the time between the scheduled completion date(s) and the required contract completion deadline(s) as Total Float.

The Department will not be liable to the contractor for delays by any party when the contractor completes the work prior to expiration of contract time.

If a delay in performing the work is caused by the Department, the contractor shall immediately notify the Department in writing that a revision to the contract is necessary in accordance with Subsection 104.02 and Subsection 104.03 of the specifications. The contractor shall include a description of the cause of delay, the projected amount of Total Float to be used, and the revised Monthly Progress Schedule showing the use of the Total Float in the Monthly Progress submittal. The contractor shall work cooperatively with the Department, other contractors, and third parties to identify and implement, to the maximum extent possible, no-cost measures to recover all schedule delays, regardless of the cause of the delays.

The contractor shall coordinate with the Department, local governmental entities, utility companies, railroad companies, and any third party entities when developing and maintaining the Project Schedule. The contractor shall coordinate its planning and scheduling efforts as required to address conflicts and comments received from adjacent projects and other entities.

**(C) BLANK:**

**(D) Baseline Schedule:**

The contractor shall submit a Baseline Schedule before or at the Preconstruction Conference for the Engineer's review and approval.

The Baseline Schedule shall be in the following format:

- i. Project ID: The schedule project ID shall match the filename format in Subsection 108.12(K) of the specifications. The project name shall be the route number followed by the project description.
- ii. Activity ID: Each activity shall be assigned a unique identification number. Activity ID numbers shall not be changed or reassigned for the duration of the contract. Within each group of the WBS, activity ID's shall be numbered sequentially in increments of 10 in the order of their start date or by finish date of a finish milestone. Milestone activities shall begin with "M". Use 10 characters or less.
- iii. Activity Name: Each activity shall be defined with a unique name that contains the description of work. Each name shall at a minimum consist of a verb or work function (i.e. remove, excavate, form, install), an object (i.e. curb, pipe, footing) and a location (i.e. street, station, bridge number). For example, "Install Barrier Dtl C – S1 120+25 Lt". The activity quantity may be included after location.

The contractor shall create an activity name using the following:

- a) Use 50 characters or less;
- b) Use "S1, S2, ..." for stage naming if applicable;
- c) Do not use all capital letters;
- d) Keep names readable, but use abbreviations as needed. Do not use periods when abbreviating. All abbreviations shall be consistent; and
- e) Location is not required if object name is specific, such as "CMP #201".

The contractor shall provide a list of abbreviations and acronyms. The work related to each activity shall be limited to one stage, one area, one traffic control phase, and one responsible party of the contract.

- iv. Activity Code: Activities shall be assigned with project activity codes that will be used to classify, categorize and organize activities for reporting. Only use project level activity codes and not global or enterprise codes. At a minimum, all activities shall have an activity code for responsible party, stages, and phases. Additional activity codes shall be added if requested by the Department.
- v. Milestones: The contractor shall separately identify each project milestone, conforming to the scheduling requirements set forth in the contract.
- vi. Constraints: The contractor shall not use date constraints to logically begin or complete a project activity unless specific calendar dates are shown in

the contract. Specific contract dates may only be applied as a constraint to a milestone activity and input as either a “Start on or After” or “Finish on or Before” date. No other constraint types shall be allowed.

- vii. Duration: Activity duration shall not exceed 20 calendar days unless approved by the Engineer. Activity durations shall be at least one calendar day. Durations shall represent the anticipated productivity rates that factor in all limitations to the productivity. Long lead activities such as procurement and Level of Effort activities may exceed 20 calendar days.
- viii. Relationships: All activities shall have at least one predecessor and one successor except for the project start and project end milestones. Negative lags or negative floats shall not be allowed. Predecessors and successors shall not be linked to the same activity with different relationship types. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag or overlap.
- ix. If applicable, the schedule shall include but not be limited to all activities below:
  - 1. Mobilization/Demobilization;
  - 2. Right of Way Acquisition;
  - 3. Submittal development;
  - 4. Submittal review and acceptance;
  - 5. Submittal and approval of material samples and mix designs;
  - 6. Submittal and approval of shop drawings;
  - 7. Long lead items, material and equipment procurement;
  - 8. Procurement of permits;
  - 9. Environmental commitments and mitigation activities;
  - 10. Equipment and plant setup;
  - 11. Fabrication of special items;
  - 12. Erection and removal of falsework and shoring;
  - 13. Utility and railroad relocations;

14. Cure times for concrete;
  15. Cure times for pavement before striping;
  16. Landscape and seeding establishment periods;
  17. Test periods;
  18. Major traffic stage changes;
  19. Substantial completion;
  20. Punchlist completion; and
  21. Final cleanup;
- x. The schedule shall be in detail to allow day-to-day monitoring and review of the contractor's operations. It shall show the order and interdependence of activities and the sequence of work.
  - xi. The contractor shall detail the Critical Path activities and logic ties in the schedule to show the work sequencing. The contractor shall use the CPM software to determine the controlling activities in the critical path. The critical activities shall be prominently distinguished on all reports by the use of color or pattern.
  - xii. The contractor shall provide the number of activities to assure adequate project planning and allow for monitoring and evaluation of work progress.
  - xiii. The contractor shall provide activities as necessary to depict third-party work related to the contract. Third-party work activities may include but is not limited to railroads, utilities, real estate, and government agencies.
  - xiv. Seasonal, winter shutdown, traffic, special event, environmental, or other contract restrictions shall be considered and included in the schedule for all work. These restrictions shall be addressed with project calendars and shown as non-work days for each major work type. Global calendars shall not be used. Examples of major work types are earthwork, concrete paving, structures, asphalt, drainage, landscaping, etc. The contractor shall include project calendar for curing time if applicable.
  - xv. The duration for each activity shall include the anticipated production rate and the time for anticipated weather stoppages. The contractor shall not reserve random non-work days in a project calendar to account for weather stoppages.
  - xvi. The schedule shall have a Data Date of the start date shown in the Notice of Award letter.

- xvii. When processing the schedule in the software, the contractor shall use the following options:
1. When scheduling progressed activities use Retained Logic;
  2. Calculate start-to-start lag from Early Start;
  3. Define critical activities as Longest Path;
  4. Compute Total Float as  $\text{Finish Float} = \text{Late Finish} - \text{Early Finish}$ ; and
  5. Calendar for scheduling relationship lag as predecessor activity calendar.
- xviii. The bar chart schedule plot shall be accompanied by a schedule report of the network with a tabulation of the following data for each activity:
1. Activity ID;
  2. Activity name;
  3. Original duration;
  4. Early start date;
  5. Early finish date;
  6. Late start date;
  7. Late finish date;
  8. Predecessors;
  9. Successors;
  10. Free float;
  11. Total float;
  12. Primary constraint date;
  13. Calendar; and
  14. Responsibility for activity - e.g., prime contractor, subcontractor, supplier, etc.

**(E) BLANK:**

**(F) BLANK:**

**(G) Recovery Schedule:**

If the Project Schedule indicates a late completion of the work by 28 or more calendar days, the contractor shall prepare a Recovery Schedule which demonstrates how the contractor intends to reschedule the activities to regain compliance with the contract.

Within ten working days of receipt of the Engineer's written direction, the contractor shall submit the Recovery Schedule to the Engineer. The contractor shall not be required to prepare a Recovery Schedule if the contractor requests and demonstrates, in writing, entitlement to extension of a completion deadline due to a Department caused delay, and the Engineer concurs that a Recovery Schedule is not required at that time. If the Engineer disputes the contractor's entitlement to a completion deadline adjustment, the contractor shall, within five working days, submit a Recovery Schedule that does not include a completion deadline adjustment.

Within five working days after a rejection by the Engineer of the Recovery Schedule, the contractor shall resubmit a revised Recovery Schedule incorporating the Department's comments. When the Engineer accepts the contractor's Recovery Schedule, the contractor shall, within five working days after the Engineer's acceptance, incorporate such schedule in the Project Schedule, deliver the same to the Department, and proceed in accordance with the approved Recovery Schedule.

All acceleration costs required to bring the contract work back into compliance with project milestones and the contract time due to a contractor caused delay shall be borne solely by the contractor. Whenever a Recovery Schedule is required, the contractor shall provide the following information:

- i. Transmittal letter;
- ii. Bar chart schedule plot;
- iii. Electronic copy of the file used for the proposed Recovery Schedule; and
- iv. Narrative describing all proposed changes to the Project Schedule in detail, with justification for the changes, including the following:
  1. Changes to activity original durations;
  2. Changes to activity relationships and schedule logic;
  3. Cause of schedule slippage and actions taken to recover schedule within the shortest reasonable time (e.g., hiring of additional labor, use of additional construction equipment, and expediting of deliveries);

4. Float consumption;
5. Identification of activities that have been added, deleted, or modified; and
6. Changes to the Project Schedule's Critical Path.

**(H) Revisions to Contract:**

If the contractor receives a request for extra work from the Department or submits a contract change request in accordance with Subsection 104.02 of the specifications asserting that an event, situation, or change affects a Critical Path of the Project Schedule, the contractor shall prepare and submit a TIA showing the cumulative effect of the change on the completion or fixed milestone date along with a written report describing the time impact in a form satisfactory to the Department complying to Subsection 104.03 of the specifications.

Each TIA shall include a fragmentary network (fragnet) demonstrating the following information:

- i. How the contractor proposes to incorporate a time extension provided for in a Supplemental Agreement;
- ii. The impact to the Project Schedule;
- iii. The sequence of new and/or existing activity revisions that are proposed to be added to the Project Schedule that is in effect when the change or delay is encountered;
- iv. The proposed method for incorporating the delay and its impact to the Project Schedule; and
- v. The computation of two finish dates. The first finish date shall be computed without consideration of impacts by the proposed revision. The second finish date shall be computed with consideration of impacts by the proposed revision.

If a proposed change in planned work results in altering the Critical Path or extending the schedule completion date, the contractor shall submit a Revised Schedule and a TIA within 15 calendar days of the proposed change.

**(I) Record Schedule:**

The contractor shall prepare a Record Schedule that includes actual start and actual finish dates for all activities. The Record Schedule, once approved, serves as the final update of the Project Schedule. The contractor shall include a written certification with the Record Schedule submittal signed by the Project Manager of the contractor in accordance with the following:

“To the best of my knowledge, the enclosed final update of the project Schedule reflects the actual start and completion dates of the activities for the project contained herein.”

The contractor shall submit the Record Schedule to the Engineer for review. Final acceptance will not be issued until the Record Schedule has been approved.

**(J) Schedule Meetings and Three Week Look Ahead Schedule:**

**a. Baseline Schedule Presentation Meeting:**

At a time agreeable to the Engineer, the contractor shall conduct a Baseline Schedule presentation meeting within seven calendar days after submitting the proposed Baseline Schedule. The purpose of this meeting is for the contractor to present and explain the contractor's schedule and construction phasing plan. At a minimum, the following is to be covered at the joint review of the schedule:

- (a) WBS;
- (b) Sequence of work - step through the schedule activity by activity;
- (c) Construction phasing including traffic control phasing and changes;
- (d) Resources to include number of construction personnel and production rates used; and
- (e) Critical Path review.

**b. Weekly Project Meeting and Look-Ahead Schedule:**

At the weekly project meetings, the contractor shall provide the Engineer with a detailed, Look-Ahead Schedule. The Look-Ahead Schedule is a computer generated bar chart schedule plot that shows the previous week's work and the work planned for the current and next three weeks. The contractor shall base the Look-Ahead Schedule on the Project Schedule and provide a greater breakdown of the Project Schedule activities for the purpose of materials inspection and testing. The Look-Ahead Schedule shall clearly note and explain all departures from the Project Schedule. The contractor shall reference the Project Schedule activity ID numbers, WBS, and define subsequent specific daily operations for all work activities scheduled to be performed during the four-week period. The contractor shall identify work being performed by Disadvantaged Business Enterprise (DBE) firms as separate activities. At least one day before the weekly construction activity meetings, the contractor shall submit weekly Look-Ahead Schedules to the Engineer.

**(K) Submittals:**

Two 11 x 17 inch hard copies and one pdf copy of each schedule in color listed herein shall be provided to the Engineer. The contractor shall furnish to the Engineer for project use an electronic copy of the schedule. The electronic copy shall be Primavera P6 .xml file format prepared in Primavera software.

The filename of schedules shall be submitted in the following format:

| <b>SCHEDULE FILENAME FORMAT</b>                    |                    |
|----------------------------------------------------|--------------------|
| Preliminary Schedule                               | TTTTT-YYMM-PSVV    |
| Baseline Schedule                                  | TTTTT-YYMM-BSVV    |
| Monthly Progress Schedule #1                       | TTTTT-YYMM-MPS01VV |
| Monthly Progress Schedule #2                       | TTTTT-YYMM-MPS02VV |
| Recovery Schedule                                  | TTTTT-YYMM-RCYSVV  |
| TIA Schedule                                       | TTTTT-YYMM-TIASVV  |
| Record Schedule                                    | TTTTT-YYMM-RCDSVV  |
| 3 Week Lookahead Schedule                          | TTTTT-YYMM-LASVV   |
| Schedule Narrative                                 | TTTTT-YYMM-NARVV   |
| Note:                                              |                    |
| (1) TTTTT: First 5 digits of project TRACS number. |                    |
| (2) YYMM: Current 2 digit year and month.          |                    |
| (3) VV: 2 digit version number (01, 02, etc.).     |                    |

All bar chart schedule plots shall be in color and have a size and scale acceptable to the Engineer. Include a title block and a legend on each page. The plot layout shall include a schedule activity table with corresponding bar chart. The activity table shall be grouped by the WBS and include the activity ID, activity name, duration, start date, finish date, and total float. All activities in the bar chart shall be plotted on their start and finish dates. Show relationship lines and data date line. The bar chart shall be time-scaled in two-line format with a date interval set to year/month and type set to calendar.

The contractor shall provide two 8.5 x 11 inch hard copies of the narrative and monthly report with an electronic pdf copy.

The contractor shall provide a schedule log file generated by the software in a .txt file format with all schedule submittals. The log file shall have the same filename as the schedule file. The contractor shall review the log file prior to submittal to verify that the electronic schedule is in compliance with this specification.

**(L) Software:**

The automated system software shall be Primavera P6.

**(109RRBB, 04/18/24)**

**SECTION 109 MEASUREMENT AND PAYMENT:**

**109.04(D)(3) Equipment:** the first paragraph of the Standard Specifications is revised to read:

Equipment which the Engineer considers necessary for the performance of work will be eligible for payment at the established rates only during the hours that it is operated except as otherwise allowed elsewhere in these specifications. Equipment hours will be recorded to the nearest one-half hour. For the use of equipment owned by the contractor and approved by the Engineer, the contractor will be paid the rental rates, as modified herein, outlined in the Rental Rate Blue Book® (RRBB) for Construction Equipment which is updated by EquipmentWatch™, a division of Fusable, 3200 Rice Mine Road NE, Tuscaloosa, Alabama 35406, phone (888) 307-1713. All rate determinations will be based on the RRBB quarterly rate revisions that are applicable at the time equipment is being used.

**(109FAEU, 08/15/24)**

**SECTION 109 MEASUREMENT AND PAYMENT:**

**109.04(D)(3)(a) Rental Rates (Without Operators):** the equation of the first paragraph of the Standard Specifications is revised to read:

The hourly equipment rental rate (HERR) will be determined by the following formula:

$$\text{HERR} = F \times \left[ \frac{1.15 \times R}{176} \right] + \text{HOC}$$

Where: F= Adjustment Factor to R is 0.933

R= Current RRBB Monthly Rate

HOC= Hourly Operating Cost

**(109WFADF, 05/15/25)**

**SECTION 109 MEASUREMENT AND PAYMENT:**

**109.04(D)(6) Statements:** the title and text of the Standard Specifications is revised to read:

**109.04(D)(6) Forms:**

The contractor shall prepare the Weekly Force Account Detail form for each week of force account activity. The Weekly Force Account Detail form is a standardized, fillable form made available by the Department on the ADOT Construction Group's website.

The form shall detail the labor, equipment, and material charges utilized to accomplish the force account work along with all supporting documentation. The contractor shall furnish copies of original receipts (paid invoice cost) for materials, rental equipment cost, including freight and transportation charges, copies of rental rate blue book equipment sheets and certified payrolls.

If materials used on the force account work are not specifically purchased for such work but are taken from the contractor's stock, then instead of invoices, the forms shall contain or be accompanied by an affidavit of the contractor certifying that such materials were taken from stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the contractor.

Force account work shall be tracked daily; however, the contractor shall compile no more than one full week's worth of daily records into a Weekly Force Account Detail form. Each reporting period runs from Saturday through Friday. The contractor shall submit the form within 30 calendar days of the respective week's force account performance. The completed form shall be submitted to the Engineer for review and approval. The Engineer will review the form and supporting documentation against the ADOT Inspector's Daily Force Account Reports, and will verify that the form is timely, complete, and accurate. Payment will not be made until the contractor has furnished applicable forms, detailing the costs of the force account work, including but not limited to the following information:

- (a) Labor: name, classification, date, daily hours, hourly rate and fringe rate, and certified payrolls for each foreman and laborer.
- (b) Equipment: dates, equipment number, description, operator name, hours used, approved stand-by hours, monthly rental rate, hourly operating cost and rental rate blue book sheets for each unit of equipment.
- (c) Rental Equipment (Third Party): invoice, dates used, vendor name, description of equipment, operator name, hours used, invoice rate, hourly operating cost and rental rate blue book sheets for each rental equipment.
- (d) Materials: invoice, date used, supplier name, description, quantity, unit of measure and unit cost.

(e) Transportation: freight and express charges on materials, FOB jobsite.

(109RET, 10/20/22)

## **SECTION 109 MEASUREMENT AND PAYMENT:**

**109.06(B)(3) Partial Payment:** of the Standard Specifications is modified to add:

Notwithstanding any provision of Arizona Revised Statutes Section 28-6924, the parties may not agree otherwise.

**109.06(B)(4) Final Payment:** of the Standard Specifications is modified to add:

Notwithstanding any provision of Arizona Revised Statutes Section 28-6924, the parties may not agree otherwise.

**109.06 Partial Payments and Retention:** of the Standard Specifications is modified to add:

### **(C) Payroll Submittals:**

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 a 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 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 sanctions. Such \$500.00 retentions will not relieve the contractor of its responsibility to provide each required payroll, complete and correct, as specified above. These sanctions shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

**(109SUBPAY, 10/20/22)**

**SECTION 109 MEASUREMENT AND PAYMENT:**

**109.06(B)(5) Payment Reporting and Sanctions:** the eighth paragraph of the Standard Specifications is revised to read:

For each month that the contractor fails to submit timely and complete payment information the Department will retain \$5,000 as sanctions from the monies due to the contractor. After 90 consecutive days of non-reporting, the sanctions will increase to \$10,000 for each subsequent month which the contractor fails to report until the information is provided. These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

**109.06(B)(8) Non-compliance:** of the Standard Specifications is revised to read:

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) Sanctions. These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract:
  - (i) The Department will withhold two times the 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; and
  - (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 the remaining 25 percent of the monies withheld as sanctions.
- (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 sanctions described in paragraph (a) above;
  - (ii) Terminate the contract for default in accordance with Subsection 108.10 of the specifications; and/or
  - (iii) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations.

In determining whether the sanctions will be assessed, the extent of the sanctions, or additional remedies assessed, the State Construction 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 Engineer, escalate the decision to the State Engineer. If the contractor does not escalate the decision of the State Construction 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 specifications.

**(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:

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

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.

**(109BITUMADJ, 06/19/25)**

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

**109.16 Bituminous Price Adjustment:**

**(A) General:**

The term "bituminous material" as used herein shall include asphalt binder, asphalt rubber and emulsified asphalt.

The Department will adjust monthly progress payments as appropriate for market fluctuations in the price of bituminous material.

A price for bituminous material will be determined monthly by the Department based on the selling prices published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The price will be the arithmetic average of the high and low selling prices for bituminous material shown in the previous four reports for the Arizona/Utah and Southern California regions.

This value will be effective as of the last Wednesday of each month, and will be posted on the ADOT Contracts and Specifications Group website, on or shortly after the last Wednesday of each month.

This price will be deemed the "initial cost" (IC) for bituminous material for projects on which bids are opened during the following month. This price will also be deemed the "current price" (CP) for bituminous material for the following month for projects in construction.

**(B) Measurement:**

For each item of bituminous material for which there is a specific pay item, and for the bituminous material used in Asphaltic Concrete mixes, an adjustment will be made for each month that a quantity of bituminous material was used on the project.

The IC for the month in which the project was bid will be compared with the CP for the appropriate current month. The 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 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 for adjustment will be based on contractor-furnished invoices, except as described herein.

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 of IC. For emulsified asphalts containing polymer, adjustments in compensation will be made at 66 percent of either the increase or decrease.

The tons of Bituminous Material (Asphalt-Rubber) to which the adjustment is applicable will be 80 percent of the total quantity of the item used. The adjustment is not applicable to the 20 percent of the material which constitutes the crumb-rubber additive.

The tons of Bituminous Material (TR+) to which the adjustment is applicable will be 92 percent of the total quantity of the item used. The adjustment is not applicable to the 8 percent of the material which constitutes the crumb-rubber additive.

The tons of bituminous material in Asphaltic Concrete mixes, subject to price adjustment shall be calculated as follows, based on the approved mix design target values and the quantity of Asphaltic Concrete placed—regardless of the actual percentage of binder incorporated:

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

$$PA = (CP - IC) \times ACP \times F$$

Where: PA = Price Adjustment monetary amount (plus or minus in dollars)  
CP = Current index price (dollars per ton)  
IC = Initial Cost at time of bid (dollars per ton)  
ACP = Asphaltic Concrete Placed (tons)  
F = Eligible Asphalt Cement %

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

- (1) For mixes without reclaimed asphalt pavement (RAP):

F = Approved Mix Design Target Asphalt Cement %

- (2) For mixes with RAP:

F = Approved Mix Design Target Asphalt Cement % – Mix Design RAP Asphalt Cement contribution %

- (3) For mixes using PG TR+ Terminal Blend (8 % Crumb Rubber):

F = 0.92 x (Approved Mix Design Target Asphalt Cement %)

- (4) For mixes using Asphalt-Rubber Blend (20 % Crumb Rubber):

F = 0.80 x (Approved Mix Design Target Asphalt Cement %)

- (5) 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.

**(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.

Price adjustments will be calculated using the measurement methods described above. Only the tons of virgin asphalt binder determined by those methods will be subject to a bituminous material price adjustment.

No price adjustment will be made for the RAP binder in the mix.

No price adjustment will be made for the 8% of binder comprising crumb rubber when (TR+) is used.

No price adjustment will be made for the 20% of binder comprising crumb rubber in the asphalt-rubber material blend.

No compensation will be made for changes that may have occurred since the time of bidding and which may be the result of any increase in the IC 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.

**(201PAY, 07/15/21)**

**SECTION 201 CLEARING AND GRUBBING:**

**201-5 Basis of Payment:** of the Standard Specifications is modified to add:

When clearing and grubbing is not included as a contract pay item, full compensation for any clearing and grubbing necessary to perform the construction operations designated on the project plans or specified in the Special Provisions shall be considered as included in the price of contract item.

**SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:** the first paragraph of the Standard Specifications is hereby deleted:

## SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

### 202-3.03 (B) Bituminous Pavement: of the Standard Specifications is modified to add:

Upon removal, disposal of the existing asphaltic concrete shall be the responsibility of the contractor.

## SECTION 203 EARTHWORK:

### 203-2 General: of the Standard Specifications is modified to add:

The Subgrade Acceptance Chart as shown in Appendix A and B shall be used during construction for determining whether subgrade materials are suitable as outlined in Subsection 203-3.03 (D) of the ADOT Construction Manual.

(303RASBAB, 04/18/24)

## SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

### 303-2 Materials: of the Standard Specifications is revised to read:

Aggregate for the various classes of aggregate subbases and aggregate bases shall consist of stone, gravel or other approved inert material of similar characteristics, and shall be clean and free from vegetable matter and other deleterious substances.

Aggregate subbase and aggregate base material may be comprised of processed salvaged asphaltic concrete, processed salvaged aggregate base material, processed salvaged Portland Cement Concrete materials, virgin aggregate base materials or any combination of these materials meeting the requirements of Table 303-1. These materials may be from a specific project site or approved commercial source. Processed salvaged materials shall conform to the requirements specified in AASHTO M 319.

Aggregate subbases and aggregate bases shall conform to the requirements of Table 303-1:

| TABLE 303-1        |                                        |       |          |     |         |         |         |         |            |             |
|--------------------|----------------------------------------|-------|----------|-----|---------|---------|---------|---------|------------|-------------|
| Class of Aggregate | Percent Passing Sieve<br>(Inch or No.) |       |          |     |         |         |         |         |            | PI,<br>Max. |
|                    | 3                                      | 1-1/2 | 1        | 3/4 | 1/4     | 4       | 8       | 30      | 200        |             |
| 1                  |                                        | 100   | 90 - 100 |     |         |         | 35 - 55 |         | 0 - 8.0    | 3           |
| 2                  |                                        | 100   | 90 - 100 |     |         | 38 - 65 | 25 - 60 | 10 - 40 | 3.0 - 12.0 | 3           |
| 3                  |                                        |       |          |     |         |         |         |         |            |             |
| 4                  | 100                                    |       |          |     | 35 - 70 |         |         |         | 0 - 10.0   | 5           |

|   |     |  |  |  |         |  |  |  |          |   |
|---|-----|--|--|--|---------|--|--|--|----------|---|
| 5 | 100 |  |  |  | 30 - 75 |  |  |  | 0 - 10.0 | 5 |
| 6 |     |  |  |  |         |  |  |  |          |   |

Notes:

The PI (Plasticity Index) will be determined in accordance with the requirements of AASHTO R 58, T 89, and T 90.

Classes 1, 2 and 3 are bases; Classes 4, 5 and 6 are subbases.

The requirements for Class 3 and for Class 6 will be specified in the Special Provisions.

For Class 1 through Class 4 aggregate, the amount of one fractured face coarse aggregate particles shall be at least 50 percent.

Resistance to abrasion for Class 1 through Class 4 aggregate will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 12 percent at 100 revolutions

Maximum loss of 40 percent at 500 revolutions

When determining gradation of aggregate subbase or aggregate base material containing processed salvaged asphaltic concrete materials, drying to a constant weight shall be performed at a temperature of  $140 \pm 5$  F, in accordance with the requirements of AASHTO T 265.

Aggregate subbase and aggregate base material not conforming to the requirements of Table 303-1 for gradation and/or PI may be accepted by the Engineer upon the contractor's submittal of testing results demonstrating that the R-Value is at least 79 when determined by AASHTO T 190. At the contractor's option, the material may be reprocessed and re-compacted at no additional cost to the Department.

All metal reinforcement and expansion materials shall be removed from processed salvaged Portland Cement Concrete prior to its use in aggregate subbase and aggregate base material.

The contractor shall submit the testing information for the base and subbase materials which are intended to be used to the Engineer for approval. Any significant change in the materials shall be approved by the Engineer prior to use.

Mixing on grade shall be accomplished using a full depth reclamation machine or pulverizer, manufactured for this purpose. Motor graders, gannon boxes, auger scrapers, or other similar devices will not be allowed for mechanical mixing on grade.

If suitable in-place aggregate subbase or aggregate base materials are available, the contractor shall have the option of re-using such materials as processed salvaged aggregate base. Processed salvaged asphaltic concrete and salvaged Portland Cement Concrete materials may be blended with the processed salvaged aggregate subbase, processed salvaged aggregate base and virgin base aggregates. The blended material shall be homogenous mixture in which there is no segregation, crusts, lumps, or nesting, and shall be sampled and tested to meet the requirements specified herein.

**303-3.01                    Placement:** of the Standard Specifications is modified to add:

When processed salvaged materials are utilized, either from in-place or from a commercial source, the Engineer may require a test section of 1000 feet be placed utilizing the processed materials and construction methods proposed for use by the contractor. Full operations shall not proceed until the test section has been tested and approved by the Engineer. The contractor shall use the same equipment, material processing, and construction methods for the remainder of the construction, unless adjustments made by the contractor are approved in advance by the Engineer.

**303-3.02                    Compaction:** of the Standard Specifications is revised to read:

Each layer of aggregate subbase and aggregate base material shall be compacted to a density of not less than 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.

The moisture content shall be determined per AASHTO T 265 when determining density for aggregate subbase and aggregate base material containing processed salvaged asphaltic concrete and/or processed salvaged Portland Cement Concrete.

When AASHTO T 265 is utilized to determine moisture content, acceptance testing results for density will be furnished to the contractor up to 24 hours after performance of in-place density testing to allow sufficient time for moisture determination.

**303-5                        Basis of Payment:** of the Standard Specifications is revised to read:

The accepted quantities of aggregate subbase and aggregate base, measured as provided above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for the work, complete in place.

**(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:

| <b>CONTRACTOR QUALITY CONTROL TESTING REQUIREMENTS</b> |                                                          |                           |                            |
|--------------------------------------------------------|----------------------------------------------------------|---------------------------|----------------------------|
| TYPE OF TEST                                           | TEST METHOD                                              | SAMPLING POINT            | MINIMUM TESTING FREQUENCY  |
| <b>Aggregate Base Class 1, 2, or 3</b>                 |                                                          |                           |                            |
| 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<br>AASHTO T 90                               |                           |                            |
| Proctor Density                                        | ARIZ 225<br>ARIZ 226<br>ARIZ 245                         | Crusher belt or Stockpile | 1 per Source and as needed |
| Field Density                                          | ARIZ 227<br>ARIZ 230<br>ARIZ 232<br>ARIZ 235<br>ARIZ 246 | Roadway                   | 1 per 600 CY               |
| <b>Aggregate Subbase Class 4, 5, or 6</b>              |                                                          |                           |                            |

|                                                |                                                          |                           |                            |
|------------------------------------------------|----------------------------------------------------------|---------------------------|----------------------------|
| 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<br>AASHTO T90                                 |                           |                            |
| Proctor Density                                | ARIZ 225<br>ARIZ 226<br>ARIZ 245                         | Crusher belt or Stockpile | 1 per Source and as needed |
| Field Density                                  | ARIZ 227<br>ARIZ 230<br>ARIZ 232<br>ARIZ 235<br>ARIZ 246 | Roadway                   | 1 per 600 CY               |

(404BITUM, 08/18/22)

## SECTION 404 BITUMINOUS TREATMENTS:

**404-1 Description:** of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing all materials and constructing or applying bituminous treatments at the locations designated on the plans and in accordance with the requirements of the specifications and in conformity to the lines shown on the project plans or established by the Engineer.

The bituminous treatments include one or a combination of prime coat, tack coat, and fog coat. The bituminous treatments also include emulsified asphalt chip seal and hot applied chip seal both either with or without fog coat.

When a “hot applied” chip seal is called for on the plans and specifications, it refers to a chip seal using a performance grade asphalt cement or a crumb rubber asphalt as the bituminous material.

### 404-2.02 Aggregate Materials:

**(A) General:** the second and third paragraphs of the Standard Specifications are revised to read:

With the exception of precoated cover material, aggregate material shall be sampled for gradation acceptance from the final stockpile prior to being incorporated into the work. The aggregate for the precoated material shall be sampled prior to precoating.

**(B) Blotter Material:** of the Standard Specifications is revised to read:

Blotter material shall be natural or manufactured sand, volcanic cinders, or other approved material and shall be free of deleterious materials or foreign substances.

The gradation shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 3/8 inch   | 100             |
| No. 4      | 80 - 100        |
| No. 16     | 45 - 80         |
| No. 200    | 0 - 5.0         |

**(C) Cover Material:** of the Standard Specifications is revised to read:

Aggregate for cover material shall be clean gravel or crushed rock, shall be free of clay, and shall not contain calcium carbonate, caliche, synthetic materials, organic matter, or foreign substances. Cover material shall not be obtained from sweepings of previously applied cover material.

The gradation shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

| Sieve Size | Percent Passing |          |
|------------|-----------------|----------|
|            | Class 1         | Class 2  |
| 3/4 inch   | 100             |          |
| 1/2 inch   | 97 – 100        | 100      |
| 3/8 inch   | 70 – 100        | 97 – 100 |
| 1/4 inch   | 0 – 10          | 70 – 100 |
| No. 8      | 0 – 5           | 0 – 5    |
| No. 200    | 0 - 2.0         | 0 - 2.0  |

Cover material shall meet the following requirements:

| Aggregate Characteristics            | Test Method             | Requirement                                                       |
|--------------------------------------|-------------------------|-------------------------------------------------------------------|
| Abrasion                             | AASHTO T 96             | 100 Rev., Max 9%<br>500 Rev., Max 40%                             |
| Carbonates                           | Arizona Test Method 238 | Maximum 20%                                                       |
| Fractured Coarse Aggregate Particles | Arizona Test Method 212 | Minimum 75% one fractured face, determined on plus No. 8 material |
| Flakiness Index                      | Arizona Test Method 233 | Maximum 20%                                                       |

|                                |                         |               |
|--------------------------------|-------------------------|---------------|
| Bulk Oven Dry Specific Gravity | Arizona Test Method 210 | 2.350 – 2.850 |
| Water Absorption               | Arizona Test Method 210 | 0.0 – 2.5%    |

**(D) Precoated Cover Material:** of the Standard Specifications is revised to read:

For hot applied chip seals, the cover material shall be precoated with any grade of PG asphalt cement which meets the requirements of Section 1005 of the specifications. The precoating shall be accomplished by mixing at a central plant until the aggregate is evenly coated. The cover material shall have a minimum temperature of 250 degrees F at the time of precoating with asphalt cement. The cover material shall be precoated with approximately 0.40 to 0.60 percent asphalt cement, by weight of the aggregate. The final percentage of asphalt cement used for precoating will be as directed by the Engineer. Precoated cover material shall be dust free upon completion of coating and shall remain dust free prior to being incorporated into the work.

The aggregate for precoated cover material shall meet the requirements in Subsection 404-2.02(C) of the specifications prior to precoating with bituminous material.

No precoated cover material shall be stockpiled following precoating with asphalt cement for more than five calendar days prior to placement, unless otherwise approved by the Engineer.

**404-2.03 Bituminous Treatment Material Types and Application Rates:** of the Standard Specifications is modified to add:

The type of bituminous material for tack coat and approximate application rate shall be as specified in Subsection 404-4.02 of the specifications.

The type of bituminous material for fog coat shall be CSS-1 and shall be applied at the approximate rate of 0.08 gallons per square yard. Blotter material shall be applied at the approximate rate of 2 pounds per square yard.

The bituminous material application rates provided in this Subsection are approximate, and are to be used for bidding purposes, and shall be modified as required herein. Final application rates for all materials shall be those required to ensure the most favorable outcome, as approved by the Engineer.

### **404-3 Construction Requirements:**

#### **404-3.01 Seasonal and Weather Limitations:** of the Standard Specifications is revised to read:

##### **(A) General:**

At any time, the Engineer may require that the work cease or that the work day be reduced in the event that weather conditions, either existing or expected, are anticipated to have an adverse effect upon the bituminous treatment.

Placement shall cease for the remainder of the day if sustained wind velocities in excess of 15 MPH occur at the project site.

##### **(B) Prime Coat:**

Bituminous material used for prime coats shall be applied to an existing aggregate surface only when the ambient temperature in the shade is at least 70 degrees F and when the existing aggregate surface is slightly damp.

##### **(C) Fog Coat:**

Bituminous material used for fog coats shall be applied to an existing pavement surface only when the surface is dry, the pavement surface temperature is at least 60 degrees F but does not exceed 175 degrees F, and the ambient temperature at the beginning of the application is at least 50 degrees F and rising but does not exceed 110 degrees F. The application of bituminous material shall be stopped when the ambient temperature is 55 degrees F or less and falling.

##### **(D) Chip Seal:**

The contractor's bid submittal and initial construction schedule shall adhere to the beginning and ending dates shown in Subsection 404-4.04(A) of the specifications. Bituminous material used for chip seal coats shall only be placed when the existing pavement surface is dry, the surface temperature is at least 85 degrees F, and the ambient temperature at the beginning of the application of bituminous material is at least 65 degrees F and rising. The application of bituminous material shall be stopped when the ambient temperature is 70 degrees F or less and falling.

No placement of bituminous material for chip seals shall occur if ambient temperatures are forecasted to be at or below 40 degrees F at any time during the day or night after placement.

For hot applied chip seals, no placement shall occur if ambient temperatures exceed, or are forecasted to exceed, 110 degrees F the day before, the day of, or the two days after placement.

**404-3.02 Equipment:**

- (A) Distributor Truck:** the first sentence of the first paragraph of the Standard Specifications is revised to read:

Distributor trucks shall be so designed, equipped, maintained and operated that bituminous material at the specified temperature may be applied uniformly on variable widths of surface at readily determined and controlled rates from 0.03 to 1.00 gallons per square yard, with uniform pressure, and with an allowable transverse variation from any specified rate not to exceed 10 percent or 0.02 gallons per square yard, whichever is less.

- (A) Distributor Truck:** the first sentence of the fourth paragraph of the Standard Specifications is revised to read:

Distributor truck spray bars shall be equipped with the appropriate size nozzles adjusted to the proper angle with the associated adjustment wrench to achieve maximum overlap of spray and an even application.

- (B) Power Brooms:** of the Standard Specifications is revised to read:

Power brooms shall be of the rotary or pickup type, capable of completely removing excess blotter material, and cleaning without gouging or tearing the surface.

- (D) Aggregate Spreaders:** of the Standard Specifications is revised to read:

The application of blotter material shall be accomplished by means of a sand slinger or other equipment approved by the Engineer.

The application of cover material shall be accomplished by means of a calibrated spreader. The spreader shall be a self-propelled, computerized rate-controlled unit capable of an application width of 14 feet or greater. The spreader shall be in good mechanical condition, capable of applying the correct aggregate application rate uniformly across the spread width.

Chip spreader boxes shall be calibrated to ensure consistent discharge across all of the chutes except where the discharge is intentionally adjusted to compensate for site conditions and construction operations.

**404-3.03 Traffic Control:** of the Standard Specifications is hereby deleted.

**404-3.04 Preparation of the Surface:** of the Standard Specifications is revised to read:

The surface to be treated shall be thoroughly cleaned prior to applying bituminous material. Man holes, utility covers, and catch basins shall be protected prior to and during application of bituminous material. Self-propelled rotary power brooms, pickup brooms, and hand brooms shall be used immediately in advance of applying the bituminous material.

When a bituminous treatment is to be applied to an existing aggregate surface, the surface shall be uniformly smooth, firm and reasonably true to grades and cross sections as shown on the project plans, and shall be so maintained throughout the placing of the bituminous

treatment. In no event shall a bituminous treatment be placed on a soft, uneven base. All holes, depressions or irregularities shall be repaired. All loose and unsuitable material shall be removed and replaced by suitable material, which shall be compacted to produce a dense uniform surface conforming to the adjacent area.

When required, the existing aggregate surface on which the bituminous treatment is to be placed shall be lightly bladed, watered and compacted immediately prior to the application of bituminous material. In extremely dry areas, additional light applications of water may be required prior to the application of the bituminous material to facilitate penetration of the bituminous material.

**404-3.05            Application of Bituminous Material:** the first, second and third paragraphs of the Standard Specifications are revised to read:

The types, grades, and approximate rates of application of bituminous material shall be as specified in Subsections 404-2.03 of the specifications. The application rates for chip seal coats shall be determined by the contractor in accordance with the requirements herein, subject to approval by the Engineer.

The rates to be applied may vary substantially because of different surface conditions within the project limits. The actual bituminous material application rate shall not vary more than 10 percent from the application rate specified or approved by the Engineer.

The bituminous material shall be uniformly applied to the prepared surface at the rate specified or approved by the Engineer and in one application.

**404-3.05            Application of Bituminous Material:** the seventh, eighth and ninth paragraphs of the Standard Specifications are revised to read:

In the event that any spots are missed in the application, or any areas develop that do not have a uniform spread or penetration, such areas shall be remedied without delay.

Care shall be taken to prevent the spraying or splattering of bituminous material on adjacent pavements, structures, curb, guardrail, vegetation, or any other object outside of the area designated for spraying.

Removal and disposal of unused bituminous material shall be the contractor's responsibility and at no cost to the Department.

**404-3.06            Application of Blotter Material:** of the Standard Specifications is revised to read:

The approximate application rate of blotter material, when required as a part of a bituminous treatment, shall be as specified in Subsection 404-2.03 of the specifications; however, the Engineer will specify the exact rate to be applied based on the characteristics of the bituminous treated surface. The specified application rates are based on the wet weight of material.

Blotter material, at the time of spreading, shall be wet but free from running water. Blotter material shall be spread uniformly to the treated surface in one or more applications for a total

application rate as specified. Blotter material shall be applied at a time acceptable to the Engineer and before opening to traffic.

Any oversized aggregate or foreign material picked up during stockpiling or loading operations shall be eliminated before entering the spreader. Supplemental spreading or smoothing shall be done by hand methods where necessary.

Prior to final acceptance and when ordered by the Engineer, the contractor shall remove and dispose of any excess blotter material. Removal and disposal of excess blotter material shall be the contractor's responsibility and at no cost to the Department.

**404-3.07            Joints:** of the Standard Specifications is revised to read:

**(A)            General:**

Transverse joints with the preceding work, at intersections, and at all existing pavements and structures shall be made by a method approved by the Engineer prior to the start of the work.

Longitudinal joints shall be overlapped between 2 to 6 inches.

Regardless of the width of the roadway to be sealed, the number of longitudinal joints shall be kept to a minimum. Longitudinal joints shall be located to the greatest degree obtainable to coincide with the painted lines between traffic lanes.

**(B)            Chip Seal:**

Unless otherwise directed by the Engineer, transverse joints with the preceding work shall be made by placing building paper over the end of the previous application, and the joining application shall start on the building paper. Once the application process has progressed beyond the paper, the paper shall be disposed of as directed by the Engineer. Transverse joints at other locations shall be made by a method approved by the Engineer prior to the start of the work.

Joints shall be cleaned as deemed necessary by the Engineer prior to the application of bituminous material in the adjacent strip.

**404-3            Construction Requirements:** of the Standard Specifications is modified to add:

**404-3.08            Opening to Traffic:**

In the construction or application of bituminous treatments, no traffic or equipment will be permitted on the treated roadway surface until it has been established to the satisfaction of the Engineer that the treated roadway surface will not be damaged or marred under the action of traffic. No traffic of any description shall be allowed on any bituminous treatment until approved by the Engineer.

**404-4 Prime Coat:** the title and text of the Standard Specifications is revised to read:

**404-4 Bituminous Surface Treatment:**

**404-4.01 Prime Coat:**

The type of bituminous material and the approximate application rate shall be as specified in Subsection 404-2.03 of the specifications. The Engineer may adjust the actual application rate based on specific trials and visual observations performed on test areas for different base conditions.

When it is deemed necessary, areas having excess bituminous material shall be blotted with material as directed by the Engineer.

When directed by the Engineer, the surface of the completed prime coat shall be rolled with a pneumatic-tired roller.

The integrity of the prime coat shall be maintained at all times until the next course is placed or until final acceptance. In the event traffic has caused holes or breaks in the surface, such holes or breaks shall be repaired by the contractor.

**404-4.02 Tack Coat:**

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 each layer 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 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:<br>Gallons / Square Yard |                      | Payment Factor |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------|----------------|
|                                                                                    | Prior to Placing ACFC or AR-ACFC                                  | All Other Tack Coats |                |
| Emulsified Asphalt (Special Type) – See Note (1) 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:<br>(1) 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. |
|--------------------------------------------------------------------------------------------------|

The Engineer may adjust the application rate.

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

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. All traffic on a tack coat surface shall be minimized to the greatest extent possible. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

#### **404-4.03 Fog Coat:**

The type of bituminous material and the approximate application rate shall be as specified in Subsection 404-2.03 of the specifications. The material shall be diluted with one part water to one part bituminous material. The specified application rate is based on the diluted material. The Engineer may adjust the actual application rate based on specific trials and visual observations performed on test areas for different pavement conditions.

When specified in Subsection 404-2.03 of the specifications, blotter material shall be applied following the application of bituminous material.

#### **404-4.04 Chip Seal Coat:**

##### **(A) General:**

The contractor shall prepare their bid submittal and initial construction schedule, submitted at the Preconstruction Conference as described in Subsection 108.03 of the specifications, based on the following beginning and ending dates for placement of the chip seal.

| Average Elevation of Project, Feet | Beginning and Ending Dates |
|------------------------------------|----------------------------|
| 0 – 3499                           | March 15 – May 31          |
| 0 – 3499                           | September 1 – October 31   |
| 3500 – 4999                        | May 1 – September 30       |
| 5000 and over                      | June 1 – August 31         |

Any proposed placement deviating from the beginning and ending dates shall be detailed in the written schedule of construction submitted at the weekly meeting described in Subsection 108.04 of the specifications. No contract time extension will be granted for placement outside of the beginning and ending dates. Any placement deviating from the beginning and ending dates shall be at the sole risk of the contractor.

The type of bituminous material and the approximate application rate shall be as specified in Subsection 404-2.03 of the specifications. The type of cover material shall be as specified in Subsection 404-2.03 of the specifications.

The contractor shall determine the application rates and corresponding quantities of bituminous material and cover material for chip seal coat in accordance with Arizona Test Method 819. Application rates are subject to approval by the Engineer. Areas and locations anticipated to require adjustment to the rate(s) shall also be identified.

The application rates and performance of emulsified asphalt chip seals shall be evaluated using the Sweep Test in accordance with ASTM D7000.

The performance of hot applied chip seals shall be verified using the Vialit Retention Test in accordance with EN 1272-3, modified as necessary to account for the specific characteristics of the proposed chip seal.

The actual application rate shall be such that the aggregate is embedded approximately 70 percent (80 percent above 4,000 feet elevation) and excessive tracking of bituminous material does not occur under construction equipment or when opened to traffic.

The actual rate of cover material to be applied shall be such that no more than 5 percent of the chips applied are removed during sweeping and approximately 20 percent void space exists between the aggregate particles once realigned after opening to traffic.

The proposed application rate(s), locations requiring adjustment, and the associated basis for each adjustment, shall be submitted to the Engineer for approval no later than five days following completion of the Pre-Activity Walkthrough as described in Subsection 404-4.04(B) of the specifications and at least five days prior to placement of the test strip.

The basis for any anticipated adjustments shall include use of one or more of the following:

- (a) Sand Patch tests performed in accordance with *STP762 Pavement Surface Characteristics and Materials*; Haydon, C.E. (ASTM, 1982),
- (b) Appendix B of Chip Seal Guide for Application and Construction; Pavement Preservation Committee of the Arizona Chapter of The Associated General Contractors (AGC-Arizona Chapter, 2013),
- (c) Arizona Test Method 742 for mean macrotexture.

The approved application rate(s) and adjustments shall be clearly marked at the corresponding locations and remain visible to equipment operators prior to placement.

At least 10 days prior to chip seal placement, the contractor shall submit a minimum 75-pound sample of uncoated cover material to the Engineer for testing. In addition to the submitted cover material, the contractor shall also submit 3 full gallons of emulsion (5 to 8 gallons for hot applied) in 1-gallon cans in accordance with the requirements of Arizona Test Method 103. The contractor shall also submit 40 pounds of granulated rubber if included in the bituminous material.

## **(B) Pre-Activity Walkthrough:**

Prior to placement, the contractor shall conduct a Pre-Activity Walkthrough with all parties expected to work on the chip seal.

Locations where adjustments in application rate may be appropriate shall be documented.

A location for a test strip, approximately 1,000 feet in length shall be identified. If additional test strip locations are desired due to varying surface conditions, these shall also be identified.

Other factors or site conditions such as turn or deceleration lanes, changes in surface characteristics, crack fill, and recent patchwork which may affect placement of the chip seal coat shall also be identified. A description of any affecting conditions and the corresponding locations and action to be taken to minimize their impact shall be documented.

In addition to the requirements herein, the items contained on the checklists provided in AGC-Arizona Chapter's Chip Seal Guide for Application and Construction shall be considered.

**(C) Chip Seal Test Strip:**

Prior to the start of placement, all equipment used in the placement of the chip seal coat shall be verified to be in satisfactory operating condition and in accordance with the requirements herein.

Cover material shall be verified to have appropriate moisture and be in a condition consistent with that in which it existed at the time initial acceptance samples were obtained. Bituminous material certifications shall be verified to indicate that the required type of material is on hand. The bituminous material shall be at the proper temperature prior to application.

The chip seal test strip shall be a minimum of 500 linear feet. The existing pavement surface to receive the test strip shall be verified to have been adequately swept and cleaned and meeting the requirements herein. Anticipated application rates shall have been marked and clearly visible to equipment operators.

During placement of the test strip, all equipment shall be observed to confirm proper operation. The application rate of both the bituminous material and cover material shall be measured and verified using a catch-and-weigh "tarp" method. The application rate of the bituminous material shall also be measured and verified by means of a volume per area calculation using the distributor trucks calibrated thermometer and volume measuring gauge or device.

Rolling shall immediately follow placement of the cover material and be verified to be in conformance with the requirements herein.

For emulsion chip seals, the contractor shall broom the surface to remove excess cover material only after the emulsion has fully broken and cured sufficiently for maximum chip retention.

Prior to any subsequent placement, the test strip shall be observed to have adequate embedment of the cover material without excessive void space between the chips, stacking of chips, or accumulation of chips on the shoulders. If the condition of the test strip is not acceptable, adjustments shall be made as appropriate, and an additional test strip shall be performed.

**(D) Application of Bituminous Material for Chip Seal:**

The following bituminous material application requirements for chip seal are in addition to the requirements specified in Subsection 404-3.05 of the specifications.

Bituminous material shall not be applied a distance ahead of the chip spreader that results in excessive lag of the rollers allowing hot applied bituminous material to cool or emulsified bituminous material to break prior to achieving adequate embedment of the cover material.

When inclement weather is expected, only the amount of hot applied bituminous material which can receive adequately embedded cover material, or only the amount of emulsified asphalt that can receive adequately embedded cover material and has sufficiently broken, shall be placed prior to the start of inclement weather.

**(E) Application of Cover Material:**

Cover material shall be immediately and uniformly spread over the freshly applied bituminous material such that aggregate particles are securely adhered and will not roll, tumble, or be picked up during the rolling process. Any oversize aggregate or foreign material picked up during stockpiling or loading operations shall be eliminated before entering the aggregate spreader hopper. Supplemental spreading and smoothing shall be done by hand methods where necessary.

When emulsified asphalt is used, the cover material shall be at a saturated surface-dry condition at the time of spreading.

For hot applied chip seals, and when project conditions require, precoated cover material shall be at a sufficient temperature to facilitate adequate embedment.

**(F) Rolling Cover Material:**

Following the spreading of cover material, the surface shall be promptly rolled with self-propelled pneumatic-tired rollers. A minimum of three rollers shall be provided; however, a sufficient number of rollers shall be provided to cover the entire width of the material spread in one pass of the compactors and rolling shall continue until a minimum of three passes has been completed.

For chip seals with a hot applied bituminous material the first roller pass shall occur as soon as possible but no longer than 2 minutes after applying the aggregate. The third pass shall be completed quickly enough to embed the aggregate before the binder cools, and no longer than 15 minutes after the binder is applied.

**(G) Removal of Loose Cover Material:**

The cover material shall be removed by means of a power broom which shall be in good condition and of a design suitable for the work. The action of the broom shall be such that particles which are stuck to the bituminous material will not be dislodged.

For chip seals with an emulsified bituminous material, initial removal of all loose cover material shall not commence prior to two hours after placement or at such time that the Engineer has determined that the emulsion has sufficiently cured.

For chip seals with a hot applied bituminous material, the removal of loose cover material shall commence approximately 30 minutes after the final rolling is completed.

Initial removal of loose cover material shall occur prior to opening to traffic. All loose cover material shall be removed from the paved surface by brooming within 24 hours after application.

After the traffic free period as specified in Subsection 404-4.04(H) of the specifications, but prior to final removal of loose cover material, all traffic permitted by the Engineer shall not exceed 25 miles per hour.

If the Engineer determines that conditions are not conducive to obtaining the best results, brooming shall be discontinued until the Engineer has considered all conditions and has determined the best time for the removal of the cover material.

**(H) Minimum Traffic-Free Period:**

The minimum traffic-free period for a newly applied emulsion chip seal coat shall be three hours. The contractor's hauling equipment may use the new seal coat surface during the traffic free period at a speed not to exceed 15 miles per hour but shall not make sharp turns of brake abruptly.

**(I) Fog Coat on New Chip Seals:**

When specified in Subsection 404-2.03 of the specifications, a fog coat shall be placed on the new chip seal following the curing period. The type of bituminous material and the approximate application rate shall be as specified in Subsection 404-2.03 of the specifications. The material shall be diluted with one part water to one part bituminous material. The specified application rate is based on the diluted material. The Engineer may adjust the actual application rate based on specific trials and visual observations performed on test areas for different pavement conditions.

When specified in Subsection 404-2.03 of the specifications, blotter material shall be applied following the application of bituminous material.

**(J) Contractor Quality Control:**

The contractor shall be responsible for the chip seal design, performing quality control testing on materials, and designating an individual charged with constant observation and monitoring.

Need for an adjustment to application rates or a correction to process or equipment shall be communicated immediately to the necessary personnel.

The initial condition of equipment, materials, and the project and pavement surface conditions shall be documented. The performance and results of the test strip shall be documented.

Observations of monitoring activities and quantification of application rates during the test strip and production shall be documented no less frequently than every other placement run.

The cause for any adjustments, including quantifying tests performed, the adjustments made, and the result of such adjustments with regard to acceptability and performance of the chip seal coat shall be documented.

**404-5 Tack Coat:** of the Standard Specifications is hereby deleted.

**404-6 Fog Coat:** of the Standard Specifications is hereby deleted.

**404-7 Chip Seal Coat:** of the Standard Specifications is hereby deleted.

**404-8 Method of Measurement:** the fourth paragraph of the Standard Specifications is revised to read:

The contractor shall be responsible to determine the amount of cover material that will be required to complete the work from the source(s) from which the cover material is obtained.

**404-8 Method of Measurement:** the sixth paragraph of the Standard Specifications is revised to read:

Measurement for payment will be made only for the quantity of bituminous material and for the quantity of aggregate material used in accordance with the requirements of the specifications.

**404-9 Basis of Payment:** of the Standard Specifications is revised to read:

The accepted quantities of the work under this section, complete in place, measured as provided above, will be paid for at the contract unit price as designated in the bidding schedule, except the contract unit price for the quantities of bituminous material will be adjusted on the basis of the test results in accordance with the requirements of Section 1005 of the specifications.

No measurement or direct payment will be made for precoating the cover material, material for precoating, rolling and removal of loose cover material, and removal of loose blotter material.

The contract unit price for each item of bituminous material except tack coat will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required.

The unit price for bituminous tack coat is deemed to be the cost to furnish, transport, and store asphalt cement or emulsified asphalt at the project location. Payment for bituminous tack coat will be made at the unit price multiplied by the respective payment factor listed under Subsection 404-4.02 of the specifications, and adjusted to the nearest dollar.

Unless otherwise specified, the accepted quantity of bituminous tack coat, measured as provided above, will be paid at the contract unit price per ton adjusted as provided above

which price shall be full compensation for furnishing, transporting, and storing the exact type, grade or designation of bituminous tack coat specified by the Engineer.

Unless otherwise specified, the accepted quantity of time to apply bituminous tack coat, measured as provided above, will be paid for at the contract unit price per hour which payment shall be full compensation for applying bituminous tack coat.

The bidding schedule quantity for tack coat is based on an estimated application rate of 0.06 gallons per square yard for each application shown on the project plans.

The unit price of bituminous material will be adjusted in accordance with the requirements of Subsection 109.16 of the specifications based on the "initial cost" of bituminous material between the date of bid opening and the date that the material is used on the project.

No measurement or direct payment will be made for furnishing, applying and removing blotter material, furnished in conjunction with the application of a prime coat.

No measurement or direct payment will be made for the maintenance or repair of a prime coat surface.

**(409ACMS, 06/19/25)**

**SECTION 409 ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL):** of the Standard Specifications is revised to read:

**409-1 Description:**

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:**

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:**

Mineral aggregate shall conform to the following requirements when tested in accordance with the applicable test methods.

| <b>Mineral Aggregate Characteristics</b>                                                              | <b>Test Method</b>                                                                                                                   | <b>Requirement</b>                    |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Combined Bulk Oven Dry Specific Gravity                                                               | Arizona Test Method 251                                                                                                              | 2.350 - 2.850                         |
| Combined Water Absorption                                                                             | Arizona Test Method 251                                                                                                              | 0 – 3.0%                              |
| Abrasion                                                                                              | AASHTO T 96                                                                                                                          | 100 Rev., Max 9%<br>500 Rev., Max 40% |
| Sand Equivalent                                                                                       | AASHTO T 176<br>(After thoroughly sieving the sample, no additional cleaning of the fines from the plus No. 4 material is required.) | Minimum 55                            |
| Fractured Coarse Aggregate Particles                                                                  | AASHTO T 335                                                                                                                         | Minimum 70%<br>(plus No. 4 material)  |
| Carbonates (1)                                                                                        | Arizona Test Method 238                                                                                                              | Maximum 20%                           |
| Notes:                                                                                                |                                                                                                                                      |                                       |
| (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; or        |                                                                                                                                      |                                       |
| (b) The asphaltic concrete, temporary or otherwise, will be subject to traffic for more than 60 days. |                                                                                                                                      |                                       |

The gradation will be determined in accordance with AASHTO T 11 and AASHTO 27, and shall conform to the requirements given below.

| <b>Mix Design Grading Limits</b> |                                           |                |                                      |                |                                             |                |
|----------------------------------|-------------------------------------------|----------------|--------------------------------------|----------------|---------------------------------------------|----------------|
| <b>Sieve Size</b>                | <b>Percent Passing</b>                    |                |                                      |                |                                             |                |
|                                  | <b>Lift Thickness Less Than 1½ Inches</b> |                | <b>Lift Thickness 1½ to 2 Inches</b> |                | <b>Lift Thickness Greater Than 2 Inches</b> |                |
|                                  | 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:**

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005 of the specifications. The type of asphalt binder shall be PG 76-16.

The percent of asphalt cement used shall be based on the weight of total mix (asphalt cement, mineral aggregate, and mineral admixture).

The contractor shall provide the laboratory mixing and compaction temperature ranges to the mix design laboratory for each PG asphalt binder used for mix design purposes. The laboratory mixing temperature range is defined as the range of temperatures where the un-aged asphalt binder has a rotational viscosity of  $0.17 \pm 0.02$  Pascal-seconds, measured in accordance with AASHTO T 316. The laboratory compaction temperature range is defined as the range of temperatures where the un-aged asphalt binder has a rotational viscosity of  $0.28 \pm 0.03$  Pascal-seconds, measured in accordance with AASHTO T 316. The testing required in AASHTO T 316 shall be performed at 275 degrees F and 350 degrees F, and a viscosity-temperature curve developed in accordance with ASTM D2493. The viscosity-temperature curve shall be included in the mix design report. For PG asphalt binders that have a maximum laboratory mixing temperature exceeding 325 degrees F or a maximum laboratory compaction temperature exceeding 300 degrees F, the laboratory mixing and compaction temperature ranges shall be specified in writing by the asphalt binder supplier. The laboratory mixing and compaction temperature ranges, as well as the actual laboratory mixing and compaction temperatures used, shall be reported on the mix design. The contractor shall ensure that the asphalt binder supplier information required in this paragraph is provided to all appropriate parties in a timely manner, and that copies are included in the mix design report. The laboratory mixing and compaction temperatures are for mix design purposes only. Field mixing and compaction temperatures are specified in Subsection 409-3 of the specifications.

#### **409-2.03 Mineral Admixture:**

Mineral admixture shall be either Portland cement, blended hydraulic cement, or hydrated lime conforming to the following requirements:

| <b>Material</b>                         | <b>Requirement</b> |
|-----------------------------------------|--------------------|
| Portland Cement, Type I or II           | ASTM C150          |
| Blended Hydraulic Cement, Type IP or 1L | ASTM C595          |
| Hydrated Lime                           | ASTM C1097         |

The mineral admixture content shall be 2.0 percent, by weight, of the mineral aggregate. However, a minimum of 1.0 percent mineral admixture may be used if the contractor submits test information showing a lowered percentage of mineral admixture produces mix design results for Index of Retained Strength of at least 60 percent and a Minimum Wet Strength of 150 pounds per square inch when tested in accordance with Arizona Test Method 802.

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with ADOT Materials Practice and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

#### **409-2.04 Mix Design:**

Utilizing mineral aggregate which has been crushed, processed, separated, and stockpiled, a mix design shall be formulated and submitted by the contractor to the Engineer. The mineral aggregate samples used for mix design purposes shall be representative of aggregate materials to be used during production.

The mix design shall be based on the mix design criteria and other requirements specified herein, utilizing asphalt cement and mineral admixture of the type and from the sources proposed for use in the production of asphaltic concrete.

Mix designs shall be developed utilizing a minimum ratio of three (3) for the lift thickness to nominal maximum aggregate size. 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. Limits for the usage of RAP shall be per ADOT Materials Practice 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 Practice 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 Practice 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 mix design meeting the requirements of the specifications for a Section 416 Asphaltic Concrete (End Product) (1/2 inch Special Mix), Section 416 Asphaltic Concrete (End Product) (3/4 inch Special Mix), Section 417 Asphaltic Concrete (SHRP) (End Product) (1/2 inch Mix), or Section 417 Asphaltic Concrete (SHRP) (End Product) (3/4 inch Mix) 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 of the specifications. The alternative mix design may include reclaimed asphalt pavement (RAP) if properly designed per Arizona Test Method 833. If a mix design meeting the requirements of Section 417 is used, the number of gyrations for N-design used in the alternative mix design must be at least that which would be specified at the location where the Asphaltic Concrete (Miscellaneous Structural-Special Mix) is to be placed. The lift thickness for the alternative mix design shall conform to the following table.

| <b>Alternative Mix Design</b>      | <b>Minimum Lift Thickness</b> |
|------------------------------------|-------------------------------|
| Section 416 (1/2 Inch Special Mix) | 1-1/2 Inches                  |
| Section 416 (3/4 inch Special 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.

Test results used in the formulation of the mix design must be from testing performed no earlier than 45 days prior to the date the mix design is signed by the mix design engineer. Historical abrasion values may be supplied on sources provided the testing was conducted within the past two years.

The mix design shall be submitted to the Engineer under a cover letter signed by an authorized representative of the contractor.

The mix design shall be submitted to the Engineer for review a minimum of five working days prior to the start of production.

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 1)        |
| 2.Effective Voids: %, Range                                                                                   | 3.8 - 4.2   | (See Note 1)        |
| 3. Absorbed Asphalt: %, Range                                                                                 | 0 - 1.0     | (See Note 1)        |
| Note:<br><br>(1) 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:**

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 Construction Requirements:**

#### **409-3.01 General:**

All courses of asphaltic concrete shall be compacted as required, smooth and true to the required lines, grades, and dimensions.

- (C) The surface of the final lift of asphaltic concrete placed under this section of the specifications shall be tested and shall not vary by more than 1/8 inch from the lower edge of a 10-foot straightedge when it is placed in the longitudinal direction (including across transverse joints), and when it is placed in the transverse direction across longitudinal joints;
- (D) The surface of any lift of asphaltic concrete placed under this section of the specifications, other than the final lift, shall be tested and shall not vary by more than 1/4 inch from the lower edge of a 10-foot straightedge when it is placed in the longitudinal direction (including across transverse joints), and when it is placed in the transverse direction across longitudinal joints; and
- (E) All deviations exceeding the specified tolerances above shall be corrected by the contractor, to the satisfaction of the Engineer.

The asphaltic concrete hot plant shall conform to the requirements of Section 403 of the specifications.

No fine material which has been collected in the dust collection system shall be returned to the mixture unless the collected fines are accurately and uniformly metered into the mixture. The temperature of asphaltic concrete or mineral aggregate upon discharge from the drier shall not exceed 325 degrees F, unless a higher temperature is recommended in writing by the asphalt binder supplier and approved by the Engineer.

The moisture content of the asphaltic concrete immediately behind the paver shall not exceed 0.5 percent. The moisture content will be determined in accordance with the requirements of AASHTO T 329.

Asphaltic concrete shall be placed only when the temperature of the surface on which the asphaltic concrete is to be placed is at least 65 degrees F.

At any time, the Engineer may require that the work cease or that the work day be reduced in the event that weather conditions, either existing or expected, are anticipated to have an adverse effect upon the asphaltic concrete.

All wheels and tires of compactors shall be wetted with water, or if necessary soapy water, or a release agent in order to prevent the sticking of asphaltic concrete. All other equipment

surfaces shall be treated when necessary with a release agent. Only release agents evaluated through AASHTO Product Evaluation & Audit Solutions (formerly NTPEP) are acceptable for use. The results from AASHTO Product Evaluation & Audit Solutions (formerly NTPEP) testing, when tested in accordance with AASHTO T 383, shall conform to the requirements shown in the table below:

| RELEASE AGENT TEST          | REQUIREMENT                                       |
|-----------------------------|---------------------------------------------------|
| Asphalt Stripping Test      |                                                   |
| Diluted                     | No Stripping                                      |
| Non-Diluted (Full Strength) | No Stripping                                      |
| Asphalt Performance Test    | Less than or equal to 10.0% after the third cycle |

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.

Pavers shall be equipped with a screed for the full width being paved, heated if necessary, and capable of spreading and finishing all courses of asphaltic concrete.

Pavers shall be equipped with automatic screed controls with sensors for either or both sides of the paver, capable of sensing grade from an outside reference line, sensing the transverse slope of the screed, and providing the automatic signals which operate the screed to maintain the desired grade and transverse slope.

Failure of the control system to function properly shall be cause for the suspension of the placing of asphaltic concrete.

The base or subgrade upon which asphaltic concrete is to be placed shall be prepared and maintained in a firm condition until asphaltic concrete is placed. It shall not be frozen or excessively wet.

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 of the specifications.

Longitudinal joints of each course shall be staggered a minimum of 1 foot with relation to the longitudinal joint of any immediate underlying course. Longitudinal joints shall be located within 1 foot of the center of a lane or within 1 foot of the centerline between two adjacent lanes.

The contractor shall schedule its paving operations to minimize exposed longitudinal edges. Unless otherwise approved by the Engineer, the contractor shall limit the placement of asphaltic concrete courses, in advance of adjacent courses, to one shift of asphaltic concrete production. The contractor shall schedule its paving operations in such a manner to eliminate exposed longitudinal edges over weekends or holidays.

#### **409-3.02            Compaction:**

Compaction shall consist of an established sequence of coverage using specified types of compactors. A pass shall be defined as one movement of a compactor in either direction. Coverage shall be the number of passes as are necessary to cover the entire width being paved.

The rolling sequence, the type of compactor to be used and the number of coverages required shall be as follows:

| <b>Rolling Sequence</b>                                            | <b>Type of Compactor</b> |                     | <b>No. of Coverages</b> |                     |
|--------------------------------------------------------------------|--------------------------|---------------------|-------------------------|---------------------|
|                                                                    | <b>Option No. 1</b>      | <b>Option No. 2</b> | <b>Option No. 1</b>     | <b>Option No. 2</b> |
| <b>Initial</b>                                                     | Static Steel             | Vibrating Steel     | 1                       | 1                   |
| <b>Intermediate</b>                                                | Pneumatic Tired          | Vibrating Steel     | 2 - 6*                  | 2 - 4*              |
| <b>Finish</b>                                                      | Static Steel             | Static Steel        | 1 - 3                   | 1 - 3               |
| Note:                                                              |                          |                     |                         |                     |
| * Based on the roller pattern which exhibits the best performance. |                          |                     |                         |                     |

The Engineer shall select the option for compaction and, when pneumatic-tired compactors are used, will designate the tire pressure.

Steel wheel compactors shall not be used in the vibratory mode for courses of 1 inch or less in nominal thickness nor when the temperature of the asphaltic concrete falls below 180 degrees F. Steel wheel compactors shall weigh not less than 8 tons.

Initial and intermediate compaction shall be completed before the temperature of the asphaltic concrete falls below 200 degrees F. All edges shall be rolled with a pneumatic tired compactor, or other methods approved by the Engineer, while the mixture is still hot.

Compaction will be deemed to be acceptable on the condition that the asphaltic concrete is compacted using the type of compactors specified, ballasted and operated as specified and with the number of coverages of the compactors as specified.

### **409-3.03 Acceptance:**

Asphaltic concrete will be accepted complete in place, if, in the judgment of the Engineer, the asphaltic concrete reasonably conforms to the requirements specified herein. Asphaltic concrete that is not acceptable and is rejected shall be replaced to the satisfaction of the Engineer and at no expense to the Department.

### **409-4 Method of Measurement:**

Asphaltic concrete will be measured by the ton for the mixture actually used, which will include the weight of mineral aggregate, bituminous material, and mineral admixture. Measurement will include any weight used in construction of intersections, turnouts, curbs, spillways and spillway inlets, ditches, catch basin entrances, median strips, sidewalks, or other miscellaneous items or surfaces.

### **409-5 Basis of Payment:**

#### **409-5.01 General:**

The accepted quantities of asphaltic concrete, measured as provided above, will be paid for at the contract unit price per ton for the bituminous mixture complete in place.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for tack coat and application of tack coat, the price being considered as included in the price paid for asphaltic concrete.

Asphaltic concrete may be measured, by volume, upon the execution of a supplemental agreement which will specify the manner in which the volume is determined. The volume will include the volume of mineral aggregate, bituminous material, mineral admixture, and any necessary blending material.

#### **409-5.02 Reduction for Noncompliance:**

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.

**(608 PANEL, 06/19/25)**

## **SECTION 608 SIGN PANELS:**

### **608-1 Description:** of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing and installing sign panels in accordance with the details shown on the plans and the requirements set forth herein.

The sign panels shall be of the following types:

- (A) Extruded Aluminum Sign Panels with Direct-Applied, or Demountable Characters;
- (B) Flat Sheet Aluminum Sign Panels with Direct-Applied, Electronic-Cut, or Screen-Printed Characters;
- (C) Warning, Marker, and Regulatory Sign Panels;
- (D) Route Shields for Installation on Sign Panels; and/or
- (E) EXIT ONLY Panels for Installation on Sign Panels.

**608-2.02 Extruded Aluminum Sign Panels with Direct-Applied, Digitally-Imaged, or Demountable Characters:** the title and the third paragraph of the Standard Specifications are revised to read:

**608-2.02 Extruded Aluminum Sign Panels with Direct-Applied or Demountable Characters:**

The letters, numerals, symbols, borders and other features of the sign message shall be direct-applied, or demountable, and shall conform to the requirements of Subsection 608-2.08 or Subsection 608-2.09 of the specifications.

**608-2.03 Flat Sheet Aluminum Sign Panels with Direct-Applied, Digitally Imaged, Electric-Cut or Screen-Printed Characters:** the title and the fifth paragraph of the Standard Specifications are revised to read:

**608-2.03 Flat Sheet Aluminum Sign Panels with Direct-Applied, Electronic-Cut, or Screen-Printed Characters:**

Messages shall be reflectorized white or, if called for on the plans, opaque black, and shall be produced by either screen printing, direct-applying, or electronic cutting, as specified under Subsections 608-2.09 of the specifications.

**608-2.05 Route Shields (For Installation on Sign Panels):** The first paragraph of the Standard Specifications is revised to read:

Route shields may be demountable or direct-applied.

**608-2.06 EXIT ONLY Panels (For Installation on Sign Panels):** the first paragraph of the Standard Specifications is revised to read:

EXIT ONLY panels may be demountable or direct-applied. Demountable EXIT ONLY panels shall be attached to the sign panel with self-plugging aluminum blind rivets.

**608-2.10 Digitally-Imaged Characters:** the title and the text of the Standard Specifications are revised to read:

**608-2.10 Digital Printing of Signs:**

Digital printing of signs shall utilize a matched component system, including appropriate software and drivers in accordance with an APL certified retroreflective sheeting manufacturer's warranty requirements. Finished signs shall consist of a UV-protective clear overlay applied to the entire face of the sign. Any overlays shall also be compatible with the retroreflective sheeting manufacturer's matched component system and warranty. Digitally printed signs shall conform to the requirements of ASTM D4956 for daytime and nighttime requirements, as well as the requirements of the Department's Traffic Engineering Guidelines and Processes (TGP) 380 and Section 1007 of the specifications.

**ITEM 6080110 – REMOVE AND REINSTALL SIGN:**

**Description:**

The work under this section shall consist of removing, transporting and storing an existing sign panel and mounting the existing panel on new posts and foundations in accordance with the project plans and the requirements of these specifications.

**Construction Requirements:**

Construction requirements shall be in accordance with Subsections 202-3.06 and 608-3 of the Specifications.

The contractor shall be responsible for replacement of any sign panels or posts that are damaged through the removal, handling, and transportation of those materials. The contractor is advised to make note of, and take pictures of, any material that appears damaged before removal. The Engineer shall verify any claim of damaged existing material prior to removal.

Existing posts, foundations and any other materials not specifically identified by the Engineer to be salvaged shall be removed and disposed of by the contractor in accordance with Subsection 202-3.06 of the Standard Specifications.

**Method Of Measurement:**

Remove and Reinstall Sign shall be measured by the unit for each sign or sign assemblies mounted on a common support structure. The new posts and foundations will be measured separately under their respective items.

**Basis Of Payment:**

The accepted quantity of work for Remove and Reinstall Sign, measured as provided above, shall be paid at the contract unit price per each, which price shall be full compensation for the work, complete in place, including all fastening hardware, stringers and post ties and removal

and disposal of the existing posts and foundations. The new posts and foundations will be paid separately under their respective items.

**(701FLGSV, 03/20/25)**

## **SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:**

**701-3.13 Flagging Services:** of the Standard Specifications is revised to read:

Flagging services shall consist of 1) Department of Public Safety (DPS) officers with agency vehicles, 2) local enforcement officers with agency vehicles, 3) local enforcement officers without agency vehicles, and 4) civilian flaggers. Local enforcement officers and DPS officers include those who meet the requirements of a Peace Officer under ARS Title 38, generally including anyone certified by the Arizona Peace Officer and Training Board. If available, DPS officers shall be used on Interstate Highways and Urban Freeways. Local enforcement officers will include uniformed officers from local police, tribal police, sheriff departments, or any other agencies that meet the requirements of a Peace Officer under ARS Title 38, generally including anyone certified by the Arizona Peace Officer and Training Board. An agency vehicle is defined as an agency-issued vehicle that meets the requirements of ARS Title 28. If local enforcement officers do not have access to an agency vehicle, a personal vehicle may be used, but it shall have a make and model similar in appearance of an agency vehicle, and shall be equipped with front and rear-facing red and blue lights. The personal vehicle, when applicable, shall be presented to the Engineer for acceptability prior to its use on the project by local enforcement officers. Approval of the personal vehicle will be at the sole discretion of the Engineer.

The contractor shall be responsible to procure DPS officers, local enforcement officers, and civilian flaggers. The Engineer will determine the types and the number of hours of flaggers as needed based on the project needs. Quantities shown on the traffic control plans and/or bidding schedule are approximate only and prepared for bidding purposes. When procuring DPS officers and local enforcement officers, the contractor shall contact the relevant agency at least two days, excluding weekends and holidays, 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.

Local enforcement and DPS officers shall not work more than 12 consecutive hour work shift without the permission of the State Construction Engineer 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 will be

acceptable. Certification through other programs offering flagger training may be allowed upon by the State Construction Engineer's approval. Flagger certification must be current and updated at least once every four years.

**701-6.07 Pilot Services, and Flagging Services:** of the Standard Specifications is revised to read:

The accepted quantities of pilot vehicles, measured as provided above, will be paid for at the unit bid price for pilot vehicles with driver, which price shall be full compensation for the work, complete in place including, but not limited to, furnishing and maintaining the vehicle and furnishing the driver. Any hour worked after the eight hour regular time will be considered straight-time and will not be paid as overtime pay.

The accepted quantities of flagging services provided by the local enforcement officers (with agency vehicle), DPS officers, and civilian flaggers, 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, including the agency vehicle. Any hour worked after the eight hour regular time will be considered straight-time and will not be paid as overtime pay.

The accepted quantities of flagging services provided by the local enforcement officers without an agency vehicle, 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. Any hour worked after the eight hour regular time will be considered straight-time and will not be paid as overtime pay. No measurement or payment will be paid for the vehicle, regardless of the type of vehicle is an agency vehicle or not, the cost being considered as included in the price of the contract item.

In addition, the Department has estimated an additional two hours of travel time per officer per day in the quantities shown in the bid schedule. However, if more than two hours of travel time per day is required, such additional hours will be compensated in accordance with the requirements of Subsection 104.02 of the specifications if approved by the State Construction Engineer. Travel time is considered to be supplementary to the hours worked by the officer during a work shift.

**(704TPMF, 10/17/24)**

## **SECTION 704 THERMOPLASTIC PAVEMENT MARKINGS:**

**704-2.02(C) Filler:** of the Standard Specifications is revised to read:

The filler shall be a white calcium carbonate or equivalent filler.

**(705PVMRK, 09/21/23)**

**SECTION 705 PREFORMED PLASTIC PAVEMENT MARKING:** the title and text of the Standard Specifications are revised to read:

**SECTION 705 PREFORMED POLYMER PAVEMENT MARKING:**

**705-1 Description:**

**(A) General:**

The work under this section shall consist of furnishing all materials, preparing the pavement surface and applying preformed reflectorized pavement marking tape, or preformed thermoplastic longitudinal edge lines, skip lines, stop lines, yield lines cross walks, legends and symbols to the pavement in accordance with the details shown on the project plans and the requirements of the specifications.

All markings shall be reflectorized with glass beads or other retroreflective particles uniformly distributed throughout the entire cross section and bonded to the top surface of the material. All markings shall comply with the retroreflectance requirements of Subsection 705-2.05 of the specifications. When glass beads are used to reflectorize markings, the glass bead properties shall also comply with Subsection 705-2.06 of the specifications.

Certificates of Compliance conforming to the requirements of Subsection 106.05 of the specifications shall be submitted.

Preformed pavement marking tape or preformed thermoplastic longitudinal edge lines, skip lines, stop lines, yield lines, cross walks, legends, and symbols shall be limited to the following applications unless otherwise specified in the contract documents:

A list of approved manufacturers and distributors of Type I, II, III, and IV preformed pavement marking materials is shown on the Department's Approved Product Lists (APL). The most recent version is available on the Department's website from the ADOT Research Center, through its Product Evaluation Program.

**(B) Preformed Pavement Markings - Type I (Permanent):**

Type I shall be a general purpose high durability retroreflective, pliant, polymer layer for preformed long line and short line striping, symbols, and legends to be used for final permanent pavement markings. Type I shall be capable of performing as specified herein when subjected to high traffic volumes and severe wear conditions such as repeated shear action from crossover or encroachment on edge and channelization lines, starting, stopping, and turning movements.

**(C) Preformed Pavement Markings - Type II (Temporary – Removable):**

Type II shall be a removable preformed retroreflective pavement marking capable of performing as temporary pavement markings for long line and short line striping, symbols, and legends for the duration of a normal construction season. It shall be a nonmetallic mixture

of durable materials and shall be capable of being removed intact or in large pieces either manually or with a recommended roll up device. Type II shall be used on finished pavement surfaces where traffic control or channelization through the construction zone is temporary requiring removal prior to final pavement markings.

**(D) Preformed Pavement Markings - Type III (Temporary –Nonremovable):**

Type III shall be a nonremovable preformed retroreflective layer on a conformable metallic backing capable of performing as temporary long line pavement markings for the duration of a normal construction season. Type III shall be used in construction zones where removal is unnecessary due to placement of future paving courses or where pavement will be removed, obliterated or abandoned at the completion of the project.

**(E) Preformed Thermoplastic Pavement Markings - Type IV (Permanent):**

Type IV shall be a high durability, retroreflective, pliant, preformed thermoplastic product to be used for final permanent symbols, legends, and short line (transverse) stripes. Type IV shall be capable of performing as specified herein when subjected to high traffic volumes and severe wear conditions.

**705-2 Materials:**

**705-2.01 Preformed Pavement Markings - Type I (Permanent):**

**(A) General:**

Type I preformed pavement marking material shall consist of a prefabricated white or yellow layer of specified thickness and width that shall be capable of being affixed to Portland Cement Concrete or non-bleeding bituminous pavements per the manufacturer's requirements, either on the pavement surface or, when specified on the plans, inlaid into a cutout groove. The preformed polymer layer shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, loss of skid resistance, or shrinkage or significant tearing, roll back, or other signs of poor adhesion throughout the useful life of the marking.

The polymer layer without adhesive shall be a minimum of 0.065 inch thick. The polymer layer as supplied shall be of good appearance, free of cracks and discolorations, and the edges shall be clean-cut and well-defined. The polymer layer shall have a precoated, factory-applied pressure sensitive adhesive backing. A surface preparation primer shall also be applied if recommended by the manufacturer. Whether the adhesive is precoated or supplied separately, the adhesive shall allow the polymer layer to be repositioned on the pavement surface to which it is applied before permanently fixing it in its final position with a downward pressure.

When an Oreotype contrast pavement marking material is to be used as shown on the plans, the entire length of the pavement marking shall have 2 inch-wide borders on each side across the width of the reflective base pavement marking (white, yellow or other color). These borders shall be non-reflective and black in color. The contrast pavement marking material,

including the borders, shall conform to the requirements for durability, skid resistance, thickness, and adhesion specified in Subsection 705-2.01(C) of the specifications.

When a Lead-lag type contrast pavement marking material is to be used as shown on the plans, Lead-lag pavement markings shall be used only on Portland Cement Concrete pavement surfaces, or as directed by the Engineer.

All white and yellow Type I pavement markings shall be warrantied by the manufacturer to retain color and adherence to the pavement, and to retain a minimum retroreflectance of 100 millicandelas/m<sup>2</sup>/lux for a minimum of two years for symbols, legends, and transverse pavement markings, and six years for longitudinal pavement markings. The warranty period shall begin after all pavement markings are installed and accepted by the Department. Failure to meet the specified retroreflectance on at least 90 percent of the longitudinal pavement marking in any 1000-foot segment, or 90 percent of a legend, symbol, or transverse pavement marking shall be considered a complete failure of that marking. The warranty shall state that the manufacturer will provide new material to replace defective Type I markings at no additional cost to the Department. The warranty shall also state that the replacement material shall conform to these specifications. The contractor shall submit a copy of the manufacturer's warranty to the Engineer along with the certificate of compliance required in Subsection 705-1(A) of the specifications.

**(B) Composition Requirements:**

The preformed pavement marking material shall consist of the following components:

| Minimum Percent by Weight                                                   |     |
|-----------------------------------------------------------------------------|-----|
| Resins and Plasticizers                                                     | 20  |
| Reflective Glass Beads*                                                     | 20* |
| *Applicable only when glass beads are used to reflectorize Type I markings. |     |

**(C) Physical Requirements:**

**(1) Color:**

The pigments shall be selected and blended to provide a white or yellow marking layer which conforms to standard highway colors, when tested according to ASTM D6628, throughout the expected life of the layer.

**(2) Bend Test:**

The polymer layer shall be sufficiently flexible so that at a temperature of 78 to 82 degrees F an unmounted piece of material (without adhesive and paper backing), 3 by 6 inches in size, may be bent over a 1 inch mandrel until the end faces are parallel and 1 inch apart without showing any fracture lines in the uppermost surface.

**(3) Tensile Strength:**

The polymer layer (without adhesive or paper backing) shall have a minimum tensile strength of 40 pounds per square inch when a specimen 6 inches long by 1 inch wide is tested in accordance with the requirements of ASTM D638. The rate of pull of the test shall be 0.25 of an inch per minute. The test shall be conducted at a temperature between 70 and 80 degrees F. The elongation shall be no greater than 75 percent.

**(4) Pull Test:**

A 6-inch long by 1-inch wide section of the polymer layer (without adhesive and paper backing) shall support a dead load weight of 4 pounds for not less than five minutes at a temperature between 70 and 80 degrees F.

**(5) Abrasion Resistance:**

The polymer layer shall have a maximum loss in weight of 0.25 grams in 500 revolutions when abraded according to ASTM D4060.

**(6) Skid Resistance:**

The surface of the material shall provide a minimum resistance value of 45 British Pendulum Number (BPN) when tested according to ASTM E303.

**705-2.02 Preformed Pavement Markings - Type II (Temporary - Removable):**

Type II preformed pavement markings shall be a nonmetallic mixture of conformable materials and pigments intended for marking applications where removability is required. The marking material shall be white or yellow retroreflective layer conforming to standard highway colors.

The markings shall be precoated with a pressure sensitive adhesive capable of adhering to roadway surfaces under climatic and traffic conditions normally encountered in the construction work zone when applied in accordance with the manufacturer's instructions and without the use of heat, solvents or other additional adhesives. Newly applied markings shall be capable of being immediately exposed to traffic without pickup or distortion by vehicles. The markings shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, shrinkage, tearing, and loss of skid resistance, roll back or other signs of poor adhesion throughout the useful life of the marking.

Temporary pavement markings shall be removable from asphalt and concrete pavement intact or in large sections by following the manufacturer's instructions. It shall be removable, either manually or with a rollup device, at pavement temperatures above 40 degrees F without the use of heat, solvents, grinding or sand blasting. Visible adhesive residue remaining after removal of temporary pavement markings shall be easily removable without damaging or scarring the pavement surface and without the use of solvents or grinding.

Pavement marking material without adhesive shall be a minimum of 0.045 inches thick. When supplied, the material shall be of good appearance, free from cracks, and edges shall be true, straight, and unbroken.

**705-2.03            Preformed Pavement Markings - Type III (Temporary – Nonremovable):**

Type III preformed pavement markings shall be a retroreflective layer on a conformable metallic backing intended for marking applications where removal is not a requirement. The marking material shall be white or yellow conforming to standard highway colors.

The markings shall be precoated with a pressure sensitive adhesive capable of adhering to roadway surfaces under climatic and traffic conditions normally encountered in the construction work zone when applied in accordance with the manufacturer's instructions and without the use of heat, solvents or other additional adhesives. Newly applied markings shall be capable of being immediately exposed to traffic without pickup or distortion by vehicles. The markings shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, shrinkage, tearing, loss of skid resistance, roll back or other signs of poor adhesion throughout the useful life of the marking.

**705-2.04            Preformed Thermoplastic Pavement Markings - Type IV (Permanent):**

**(A)            General:**

Preformed thermoplastic pavement markings shall be a resilient white, yellow, or other color thermoplastic material, composed of an ester-modified resin in conjunction with pigments, binders and glass beads that have been factory-produced as a finished product. The markings shall be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, and antifreeze. Preformed thermoplastic pavement markings shall be weather resistant and, through normal traffic wear, shall show no appreciable fading, lifting, or shrinkage or significant tearing, roll back, loss of skid resistance, or other signs of poor adhesion throughout the useful life of the marking.

The markings shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The marking shall have resealing characteristics, such that it is capable of fusing with itself or previously applied, worn thermoplastic pavement markings when heated with a common propane torch. The material shall not be brittle and must be sufficiently cohesive and flexible for one person to carry without danger of fracturing the material prior to application. Surface preparation primer shall also be applied if recommended by the manufacturer.

The material shall be supplied at a minimum thickness of 0.090 inches (90 mils). Symbols, legends, and short lines shall be capable of being affixed to bituminous and Portland cement concrete pavements by the use of the heat of a common propane torch. Any preheating requirements shall also be met by the use of the heat of a common propane torch and as recommended by the manufacturer.

Type IV preformed thermoplastic markings shall be suitable for use for one year after the date of manufacture when stored in accordance with the manufacturer's recommendation. Type IV marking materials supplied to the jobsite shall clearly display the date of manufacture, and shall be applied within one year of this date.

**(B) Composition Requirements:**

The preformed thermoplastic pavement marking material shall consist of the following components:

| Component                       | Percent by Weight |         |
|---------------------------------|-------------------|---------|
|                                 | White             | Yellow  |
| Binder (Min.)                   | 18                | 18      |
| Titanium dioxide (Min.)         | 10                | -----   |
| Yellow Lead-Free Pigment (Min.) | -----             | 1.5     |
| Reflective glass intermix beads | 30 – 45           | 30 – 45 |

**(C) Physical Requirements:**

**(1) Color:**

The pigments shall be selected and blended to provide a white or yellow preformed marking that conforms to standard highway colors, when tested according ASTM D6628, throughout the expected life of the preformed marking.

**(2) Bend Test:**

The preformed thermoplastic shall have flexibility at 50 degrees F such that when a specimen, measuring 6 inches long by 1 inch wide, is bent through an arc of 90 degrees at a uniform rate in 10 seconds (9 degrees per second) over a 1 inch mandrel, no cracking occurs in the test specimen. The specimen shall be conditioned prior to testing at  $50 \pm 2$  degrees F for a minimum of four hours. At least two specimens tested shall meet the flexibility requirements at 50 degrees F for a passing result.

**(3) Tensile Strength:**

The preformed thermoplastic material shall have a minimum tensile strength of 150 pounds per square inch when tested in accordance with the requirements of ASTM D638. The rate of pull of the test shall be 10 to 12 inches per minute. The test shall be conducted at a temperature between 70 and 80 degrees F. The elongation shall be no greater than 20 percent.

**(4) Bond Test:**

The material shall exhibit a bond strength to Portland Cement Concrete pavement equal to or exceeding 180 pounds per square inch when tested at  $73 \pm 3$  degrees F in accordance with the ASTM D4796.

**(5) Abrasion Resistance:**

The plastic film shall have a maximum loss in weight of 0.25 grams in 500 revolutions when abraded according to ASTM D4060.

**(6) Skid Resistance:**

The surface of the material shall provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

**(7) Impact Resistance:**

When tested in accordance with ASTM D256, Method A, a 1 inch by 1 inch by 6 inch sample shall not break when an impact energy of at least 1.0 joule is applied. The test specimen shall be prepared in accordance with ASTM D4960 and shall not be notched.

**705-2.05 Retroreflectance:**

All white and yellow pavement marking materials shall have the following minimum retroreflectance values when measured by the Department, using an LTL-X Delta Retrometer or similar device, within 30 days after application to the roadway surface:

| <b>Table 1</b>            |                                                               |
|---------------------------|---------------------------------------------------------------|
| <b>Long Line Markings</b> | <b>Retroreflectance<br/>(millicandelas/m<sup>2</sup>/lux)</b> |
| White                     | 500                                                           |
| Yellow                    | 300                                                           |

| <b>Table 2</b>                           |                                                               |
|------------------------------------------|---------------------------------------------------------------|
| <b>Symbols, Legends,<br/>Short Lines</b> | <b>Retroreflectance<br/>(millicandelas/m<sup>2</sup>/lux)</b> |
| White                                    | 350                                                           |
| Yellow                                   | 200                                                           |

For sections determined to be deficient in retroreflectivity, the pavement markings shall be removed in a manner approved by the Engineer, and new markings shall be re-applied in accordance with the manufacturer's recommendations. For long lines, the limits of reapplication shall start from the location of a passing test, across the failure area(s), to the next passing test location. The minimum length of reapplication shall be 0.4 miles. For symbols, legends and short lines, the entire defective unit shall be reappplied.

**705-2.06 Glass Bead Properties:**

**(A) General Requirements:**

When glass beads are used to achieve retroreflectivity, the beads shall be manufactured from glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering.

**(B) Physical Requirements:**

**(1) Roundness:**

The roundness of the glass beads shall be determined in accordance with the requirements of ASTM D1155. A minimum of 75 percent of the beads shall be waterwhite true spheres free from imperfections of all types including air inclusions, film, scratches, clusters, and surface scoring.

**(2) Refractive Index:**

The glass beads used with the preformed pavement marking material shall have a minimum refractive index of 1.50 when tested by a liquid immersion method (Becke Line Method or equivalent, as specified in ASTM C1648) at a temperature of  $25 \pm 5$  °C.

**(3) Gradation:**

The gradation of the glass beads shall conform to AASHTO M 247 Type 1 and Type 3.

**(4) 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 of the specifications shall be furnished to the Engineer prior to use.

| Heavy Metal | Concentration |
|-------------|---------------|
| Arsenic     | < 75 ppm      |
| Antimony    | < 75 ppm      |
| Lead        | < 100 ppm     |

**705-3 Construction Requirements:**

The contractor shall install preformed pavement markings at the locations shown on the project plans, as specified in the Special Provisions, or as directed by the Engineer. Preformed marking tape shall be applied manually or with the tape applicators approved by the tape manufacturer. All markings shall be applied in accordance with the manufacturer's recommendations and as specified herein. Preformed pavement markings shall not be applied over other markings or old paint unless specified in the project plans, directed by the Engineer, or allowed by the manufacturer and approved by the Engineer prior to application.

Preformed pavement markings shall be applied to surfaces that are free of moisture and thoroughly cleaned of loose, foreign or other material that may adversely affect bonding. The contractor shall remove all dirt, dust, grease, oil or other detrimental material from the road surface. The method of cleaning the surface is subject to approval by the Engineer and shall include sweeping and the use of high pressure air spray.

When preformed markings are to be applied to new Portland Cement Concrete pavement, any curing compound present shall be removed by means of a high pressure water jet or sandblasting, followed by sweeping and high pressure air spray. The curing compound shall be removed at least 2 inches beyond the entire perimeter of each marking to be installed. In addition, a manufacturer approved primer-sealer shall be applied to both old and new Portland cement concrete pavement prior to application of preformed markings. The primer-sealer shall be applied at the manufacturer's recommended application rates prior to placing the preformed marking. The primer-sealer shall be allowed to set up for the manufacturer's specified cure or evaporation time, and shall be free of solvent and water when the preformed marking is applied.

Preformed pavement markings shall be applied immediately after the surface has been prepared or as soon as possible after placement and completion of new pavement. When Type I, II, or III markings are used, the road surface temperature, at the time of application, shall not be less than 60 degrees F and rising and the pavement surface shall be absolutely dry. For Type III temporary markings, the weather conditions noted above may be waived, at the Engineer's discretion, to obtain a traffic stripe prior to allowing traffic to traverse the roadway. Type II markings shall not be installed within 24 hours of any rainfall. In addition, if the possibility of rain is anticipated, as predicted by the National Weather Service, during the time required by the Engineer for installation of Type II markings, the contractor shall apply primer-sealer prior to application of the marking, regardless of the type or age of pavement surface. Type IV markings shall be applied in accordance with the manufacturer's recommendations for minimum temperature.

Despite the specified or recommended minimum surface temperature and surface condition, the Engineer may, at any time, require that the work cease or that the work day be reduced in the event that weather conditions, either existing or expected, are anticipated to have an adverse effect upon the preformed pavement marking.

The contractor shall use butt splices only and shall not overlap the marking material. All markings shall be thoroughly tamped with approved mechanical tampers.

For preformed thermoplastic pavement markings requiring heat application on asphaltic concrete surfaces, the materials shall be applied using the propane torch method recommended by the manufacturer.

The contractor shall immediately correct all misalignments when so ordered by the Engineer. The misaligned portions shall be removed and reinstalled in accordance with these specifications. All areas marked with preformed pavement markings shall be ready for traffic immediately after application.

Type II or Type III temporary pavement markings shall be maintained and replaced when necessary by the contractor until they are covered with the next overlay course or are removed because they are no longer applicable. The temporary pavement markings shall be removed immediately when no longer needed for traffic control or when the temporary pavement markings will be in conflict with the succeeding traffic pattern. This removal includes the removal of pronounced markings caused by the adhesive across lanes, transitions or tapers. Removable temporary marking material shall not be burned or ground off. Preformed pavement markings shall be removed by methods recommended by the

manufacturer and approved by the Engineer. Residual adhesive, ghosting, shadows or pavement scarring which might cause confusion during darkness or adverse weather conditions shall be removed immediately by the contractor when so ordered by the Engineer.

When Type I permanent pavement markings for final symbols, legends, and short lines are specified, Type I or Type IV pavement markings may be used, at the option of the contractor.

For the contrast pavement markings, the lead (white) reflective pavement markings shall be placed in 10-foot sections followed by 10-foot lag (non-reflective black) pavement markings. Lead-lag pavement markings shall be aligned longitudinally. Maximum gaps between the white and black reflective pavement markings shall not exceed 1 inch. All raised pavement markers should be placed midway between two white skip lines. Lead-lag pavement markings may be used only on the main line for lane line markings.

When the plans require Type I preformed long line or short line pavement markings to be placed in a groove, the contractor shall construct the sawcut groove in accordance with the requirements of the special provisions.

The application of preformed pavement markings shall be in accordance with the recommendations of the manufacturer of the material and these specifications. After application the pavement markings shall be immediately ready for exposure to traffic.

#### **705-4 Method of Measurement:**

Measurement of preformed pavement marking long lines and short lines will be made by the linear foot along the centerline of the pavement line and will be based on a 4-inch wide stripe. Measurement for pavement lines with a plan width greater or less than the basic 4 inches will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{4 \text{ (inches)}}$$

If Oreo type contrast pavement markings are used, the Plan Width of Striping (inches) will be the width of the reflective base pavement marking (white, yellow or other color) plus the 2 inch-wide borders on each side across the width of the reflective base pavement marking. Measurement for Oreo type pavement markings will be based on the combined width of the black and white markings.

Preformed pavement marking symbols, such as diamonds; single, double, or triple arrows; or freeway arrows, will be measured by each unit applied, regardless of configuration. Each pavement symbol, as shown on the plans, will be considered a unit.

Preformed pavement marking legends, defined as a complete letter grouping such as "SCHOOL," "XING," "STOP," "RR," or "ONLY", will be measured by each unit applied. Each pavement legend, as shown on the plans, will be considered a unit.

Preformed pavement route-to-route freeway legends, defined as complete number and directional letter groupings, will be measured by each unit applied. Each complete route-to-route freeway legend, as shown on the plans, will be considered a unit.

Removal of curing compound from new Portland cement concrete pavement and the application of primer-sealer shall each be measured by the linear foot for striping lines regardless of width, or unit each for symbols and legends, and in accordance with the items of work established in the bid schedule.

#### **705-5 Basis of Payment:**

The accepted quantities of preformed pavement markings, measured as provided above, will be paid for at the contract unit price for the type specified in the bidding schedule, which price shall be full compensation for the item, complete in place, including necessary pavement cleaning, primer, removal of Type II temporary markings, and maintaining Types II and III temporary markings in construction work zones.

No additional payment will be made for placement of Type I long line and short line pavement markings in sawcut grooves, the costs being considered as included in the contract price for the marking. Measurement and payment for sawcut grooves shall be in accordance with the special provisions.

Payment will be made for Type I and Type IV permanent pavement symbols, legends and short lines at the contract unit price, regardless of whether Type I or Type IV pavement markings are used.

The accepted quantities for removal of curing compound from new Portland cement concrete pavement and the application of primer-sealer, measured as provided above, will be paid for at the respective contract unit prices, under the items of work established in the bid schedule.

When Type II or III temporary preformed pavement markings are required for maintaining traffic through a construction work zone and are approved for use by the Engineer, but are not listed as pay items in the bidding schedule, they will be paid for in accordance with the provisions of Subsection 109.04 of the specifications.

Additional payment will be made for replacement of Type II or Type III temporary preformed pavement markings when the contractor is required by the Engineer to install marking materials on distressed pavements or during adverse weather conditions and subsequent failure occurs. Distressed pavement conditions are defined as alligator cracking, bleeding, or spalling of bituminous pavements and spalling of PCC pavements. Adverse weather conditions are defined as any occurrence where application is required at pavement temperatures less than 60 degrees F or when precipitation occurs within 24 hours before or after application. The Department will pay for the replacement, where failures occur, at the contract unit price for the initial occurrence.

In the event a second failure occurs when markings have been reapplied on distressed pavements or under weather conditions described above, the Engineer shall determine if conditions require primer, alternate methods of marking, or reapplication of preformed markings. Preformed markings will be paid for at the contract unit price. Primers or other

methods of markings deemed necessary by the Engineer to remedy second failures will be paid for in accordance with the provisions of Subsection 109.04 of the specifications.

(708 PTVCT, 07/17/25)

## **SECTION 708 WATERBORNE PAVEMENT MARKINGS:**

**708-2.01(D) Quantitative Requirements of Mixed Paints:** the viscosity row of Table 708-1 of the Standard Specifications is revised to read:

| Table 708-1                                    |         |         |
|------------------------------------------------|---------|---------|
|                                                | White   | Yellow  |
| Viscosity: Krebs Units at 77 ± 1° F, ASTM D562 | 70 - 95 | 70 - 95 |

## **SECTION 803 — LANDSCAPE PLATING MATERIALS:**

**803-1 Description:** of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing, placing, and compacting imported materials for plating embankment slopes, dikes, unpaved disturbed construction ground/soil surfaces, filling existing erosion rills and gullies, as well as other designated areas. The work shall include all excavation and backfilling, grading surfaces upon which imported materials will be placed, eradicating existing undesirable vegetation with mechanical/manual methods, furnishing and applying approved herbicide mixed in water for the decomposed granite / granite mulch areas, ensuring proper drainage, and maintaining the areas free of weeds, trash, and debris during construction in accordance with project plans, as well as these specifications.

**803-2.02 Decomposed Granite and Granite Mulch:** of the Standard Specifications is modified to add:

The contractor shall not impair air and stormwater quality by selecting and installing rock materials to the maximum extent practicable (MEP). Sedimentary rocks and/or rock materials that will naturally generate excessive fine particles beyond the specified amount as shown in the gradation requirements below shall not be allowed.

Decomposed granite(DG)/granite mulch shall be placed at the designated locations shown on the project plans and/or in these Special Provisions. DG/granite mulch shall be approved for color and gradation requirements before final placement/installation on site in accordance with the project plans and/or these Special Provisions. Unless otherwise directed by the ADOT Construction Professional Landscape Architect (PLA) through the Engineer, the color to be used on the project shall be one of the gold tones of 'Desert Gold,' 'Pleasant Gold,' 'Palomino Gold,' 'Madison Gold,' or a similar gold tone/color. The contractor-proposed DG color(s) shall be approved by an ADOT Construction PLA in coordination with ADOT Roadway

Engineering Group Roadside Development Section prior to any processing or placement/installation.

The contractor shall provide a 0.25-ton material sample spread over an area minimum two inches thick for review. Criteria to be used for approval for project granite color(s) will be based on the following: similarity to the existing granite mulch color for this highway/roadway section and the material's appearance after being wet and then dried.

The gradation requirements for the 1-1/4-inch (1.25") granite mulch are as follows:

| Passing Sieve | Percent |
|---------------|---------|
| 1 1/4 inch    | 100     |
| 3/4 inch      | 60—80   |
| 1/2 inch      | 45—65   |
| No. 40        | 5—20    |

**803-3 Construction Requirements:** of the Standard Specifications is modified to add:

The contractor shall receive approval from an ADOT Construction PLA through the Engineer for the color of the decomposed granite/granite mulch before final installation.

The decomposed granite/granite mulch to be used on the project must meet the following additional requirements, in addition to providing documentation from the contractor to the Engineer:

- Copy of Environmental Permit for granite pit.
- Written acknowledgement from the granite supplier that the material can be provided in the quantity of granite mulch needed for the project.
- Written acknowledgement that the granite supplier's material will be provided within the contract construction time frame.

Unless otherwise directed/approved by the Engineer, the granite mulch to be placed shall be spread and leveled away from any traffic recovery areas / clear zones.

The labeling of the granite mulch shall first list on line one the name of the product, and on the second line shall appear the name of the supplier. The text for labeling shall be waterproof, clearly legible, printed in 1-inch capitalized text.

All granite mulch samples provided shall be clean, washed, leveled to cover an approximate spread area of 5 feet by 5 feet, and signed to identify the product and its source.

Remove all non-planted vegetation from all areas designated to receive granite mulch (by chemical or mechanical means) and maintain the designated areas "vegetation free" prior to the placement of the granite mulch, or as specified by the Engineer.

Prior to placement of the granite mulch, the designated areas to receive granite mulch shall be made completely free of all grass, weeds, or other miscellaneous vegetation growth and have an approved herbicide applied. The herbicide shall be followed by an application of water for activation.

When using herbicides, the contractor shall comply with all applicable portions of Subsection 803-3.02 of the Standard Specifications. All dead vegetation, including herbaceous plants, shall be removed, and properly disposed of. The contractor shall be responsible for all erosion repairs on the project site that may occur during the granite mulch color review and approval process at no additional expense to the Department.

**803-3.02 Decomposed Granite and Granite Mulch:** of the Standard Specifications is modified to add:

Decomposed granite/granite mulch shall be placed to a minimum depth of two inches. After rough spreading and rough grading of the granite mulch within the designated areas, the granite mulch shall be raked evenly and thoroughly to blend the different gradation sizes.

The use of conveyor belt-type equipment for placing granite mulch shall not relieve the contractor from the requirements of compacting the granite mulch.

After placement, the granite mulch shall be saturated with water to an optimum moisture level as recommended by the supplier. The Engineer will approve the amount of water necessary to aid in the compaction of the granite mulch prior to application.

The pre-emergent herbicide shall be utilized in the manner recommended by the manufacturer to prevent the germination of weeds/undesirable plant species and shall be Gallery, Pendulum AquaCap, Surflan, Dimension or an approved equal, and shall be applied at a rate based on product information/data for best control effects. Pre-emergent herbicide shall also be employed in the designated decomposed granite and granite mulch area, prior to the final water settling operation. Selection of pre-emergent herbicide products shall be based on the type of weeds or undesirable plant species to be treated as evaluated/approved by a Construction PLA through the Engineer. The first application of pre-emergent herbicide and each subsequent application shall be from different products to optimize the lasting result of designated decomposed granite and granite mulch area.

After placing, spreading, and grading the granite mulch, the contractor shall water settle the total thickness of the granite mulch to remove the fine material from the surface. The water settling operation, noted above, shall be completed by applying water at a minimum depth of ½ inch over the granite mulch placed or as approved by the Engineer.

**803-4 Method of Measurement:** the first paragraph of the Standard Specifications is revised to read:

Decomposed granite and granite mulch will be measured by the square yard (Yd<sup>2</sup>) of material in place at the specified thickness. The quantity shown in the Bid Schedule will be used for payment of Item 8030092 — Granite Mulch (1-1/4 Inch Minus), unless both the contractor and the Engineer mutually agree that a variation in excess of 10 percent of this quantity exists. If a variation exists, the Engineer will determine the variation based on the project plans and

evidence provided by the contractor. Acceptable forms of evidence can include construction surveys, such as making field measurements for verification as approved by the Engineer.

**803-5 Basis of Payment:** of the Standard Specifications is modified to add:

There shall be no separate measurement or direct payment for required or requested samples, grading, compaction, or pre-emergent herbicide. The cost of this work is included in the cost of the contract items.

## **SECTION 810 — EROSION CONTROL AND POLLUTION PREVENTION:**

**810-2.03 Riprap and Rock Mulch:** the Gradation C Rock Mulch table of the Standard Specifications is revised to read:

| <b>Gradation C Rock Mulch<br/>(fractured/crushed rocks in angular shape)</b> |                        |
|------------------------------------------------------------------------------|------------------------|
| <b>Sieve Size</b>                                                            | <b>Percent Passing</b> |
| 3.75 Inch                                                                    | 100                    |
| 3 Inch                                                                       | 55 — 85                |
| 2 Inch                                                                       | 15 — 55                |
| 1 Inch                                                                       | 0 — 15                 |

**(923OJTNG, 09/17/20)**

**SECTION 923 BLANK:** the title and text of the Standard Specifications is revised to read:

## **SECTION 923 ON-THE-JOB TRAINING WITHOUT GOALS:**

**923-1 Description:**

The contractor may provide On-The-Job training (OJT) aimed at moving minorities, women, and disadvantaged trainees into journeymen in various types of construction trades or job classifications in accordance with 23 CFR Part 230, Part 230.111 and Part 230, Appendix B.

It is the intention of these Special Provisions that training be provided in the construction classifications/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 of a significant part of the overall training.

**923-1.01 General:**

Training and upgrading of minorities and women toward journeyman status is the primary objective of these Special Provisions. Accordingly, the contractor shall make every effort to enroll minority, women, and disadvantaged trainees (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women 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 these Special Provisions. 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.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. Trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. The ratio of apprentices and OJT Trainees to journeymen shall not be greater than permitted by the terms of the approved training program being utilized.

No employee shall be employed as a trainee in a classification in which they have successfully completed a training course leading to journeyman status, or in which they have been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means. The contractor shall maintain documentation that shows the employee's work and training history.

#### **923-1.02 Definitions:**

##### **Banking-Carryover Hours:**

OJT hours completed by a trainee are eligible to be credited to a future project. Banked-Carryover hours will only be credited when the same trainee that completed the excess hours is used on the future project.

##### **Business Engagement and Compliance Office (BECO):**

BECO is responsible for oversight of the OJT program, which targets under-represented segments of the U.S. workforce, including minorities, women and disadvantaged individuals. BECO assesses OJT hour goals on contracts and monitors them to ensure that trainees receive the required number of training hours.

##### **Classification/Craft:**

Type of occupational category, trade, or job being done by a trainee on a federal-aid funded highway construction project.

##### **Disadvantaged Persons:**

A person who meets one of the following:

- (1) 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;
- (2) 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;

- (3) Is a foster child on behalf of whom State or local government payments are made;
- (4) Does not have a high school diploma or GED; or
- (5) Is from a family whose total annual household income is below the federal poverty limits.

**Journeyman:**

A person who is capable of performing all the duties within a given job classification or craft.

**OJT Trainee:**

A person who is:

- (1) A minority, woman, or disadvantaged individual enrolled in an approved training program; or
- (2) Any other individual enrolled in an approved training program, whose training hours are, approved by the Department, and can be credited as OJT hours.

**923-1.03 Computation of Time:**

In computing any period of time described in this OJT special provision, 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 Department's offices are open.

**923-1.04 OJT Training Programs:**

The minimum length and type of training for each classification will be established in the training program selected by the contractor and approved by the Department and FHWA. The Department and FHWA will approve a program if it is reasonably calculated to meet equal employment opportunity obligations and qualifies the average trainee for journeyman status in the classification concerned by the end of the training period as defined in the training program.

The Department recognizes the following OJT Training programs:

- (A) OJT Programs approved by FHWA or the Department of Labor (DOL) prior to the start of the trainee commencing work.

- (B) Registered union or other approved apprenticeship programs registered with the Bureau of Apprenticeship, U.S. DOL, Employment and Training Administration, Bureau of Apprenticeship and Training or the Arizona Apprenticeship Office, Arizona Department of Economic Security programs recognized by the Bureau.

Approval of a training program other than those specified above to be used for the contract must be approved by the Department or FHWA prior to the trainee commencing work on the classification covered by the program. Contractors intending to submit a training program for approval prior to the start of a contract must submit the program as soon as possible after notification of contract award as approval of a training program may take up to four weeks. Several FHWA approved training program templates for specified classifications are available on the BECO website.

The contractor shall furnish each trainee with a copy of the Training Program the trainee is enrolled in, and other documentation related to the training program. The contractor shall provide training that develops the skills outlined in the training program. Multiple OJT training programs can be used on the project.

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.

The trainee will be paid the appropriate trainee Davis-Bacon wage rates for training classifications/crafts on federally-funded projects. The contractor shall compensate trainees not less than the rate outlined in the approved training program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

The contractor shall provide for the maintenance of records and furnish/submit required information and reports documenting its performance under these Special Provisions. Such records shall be available at reasonable times and places for inspection or review by the Department and FHWA.

#### **923-1.05 OJT Liaison:**

The contractor shall designate an OJT Liaison who shall be responsible for monitoring and administering the contractor's OJT Program and monitoring the trainees' progress. The OJT Liaison may have other responsibilities for the contractor. 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.

#### **923-2 Online Resources:**

OJT System Website:  
<https://adot.dbesystem.com>

BECO Website:  
<https://azdot.gov/business/business-engagement-and-compliance>

**923-3 Requirements:**

**923-3.01 Documentation:**

Documentation related to OJT training can be found on the Department's BECO website. The contractor shall complete and submit the following information to the Department:

**(A) OJT Enrollment and Progression:**

**(1) OJT Enrollment:**

OJT Enrollment information shall be submitted through the Department's online OJT System by the contractor at least 5 days prior to a trainee's start date. OJT Enrollment information shall be completed and includes the trainee's name and address, employment status, gender and ethnicity, training program (s), and classification/craft.

BECO will review the OJT Enrollment information within 5 days, and if approved, hours will be retroactively credited to the date the OJT Enrollment information is received by BECO.

To receive OJT credit, apprentice's current apprentice certificate or proof of registration from a union or approved apprenticeship program shall be uploaded into LCPtracker by the contractor within 5 days of the apprentice's start date, in addition to completing the OJT enrollment information in the online OJT System.

If the Arizona Apprenticeship Office Representative's signature is missing from the apprentice certificate, the contractor shall also upload the apprentice's US Department of Labor, Office of Apprenticeship Certificate to LCPtracker. The contractor shall not receive training credit or reimbursement until the certificate is uploaded.

**(2) Progression of Training and Change of Status:**

Progression of Training-Level Up and Change of Status shall be submitted through the Department's online OJT System each time a trainee advances, progresses to another training level or milestone in his/her training program, or has a change of job classification. Hours will be retroactively credited to the date the information is received.

Hours that exceed the maximum indicated in the program for a certain level will not be credited. Once a level is completed, the trainee should be moved to the next level towards journeymen status.

**923-3.02 Training Program Completion:**

Once the trainee completes the required number of levels and hours of training for the same classification or craft, or completes an approved training program, the trainee is considered to have completed the training program it is enrolled under. The contractor shall not receive OJT credit for hours exceeding the maximum number of training hours required for completion of the selected training program.

Once a trainee completes a specific training level for a classification or craft, the contractor shall not be permitted to submit that trainee for enrollment or reimbursement at that same level within the same classification or craft, however the same trainee can be enrolled in a different classification or craft.

The contractor shall provide documentation showing the type and length of training satisfactorily completed to each trainee and the Department upon successful completion of a training program.

For an apprenticeship program, the Apprenticeship office will issue a certificate of completion in said craft, a DOL certificate, and a journeyman's card.

### **923-3.03 Banking-Carryover Hours:**

At the completion of the project, the contractor may submit a Banking-Carryover Hours request in the Department's online OJT System, to carryover training hours for a specific trainee on the project to be used on a future project. Banked hours that are carried over to a project may lower the required number of training hours the contractor is required to complete on that project. The trainee shall be placed on a subsequent project with the intent that the trainee is progressing towards completion of a training program. Banked hours cannot be transferred to other trainees. No additional payment will be paid for banked hours carried over to other projects.

### **923-3.04 OJT Project Completion and Banked Hours Request:**

OJT Completion and Banked Hours documentation shall be submitted within 60 days of completion of training. Any hours to be banked shall be shown on the documentation.

### **923-4 Method of Measurement:**

OJT training hours will be measured by the hour to the nearest half hour.

Measurement of hours will be made as the OJT trainee completes hours on the project. Hours are considered complete if the trainee performs hours on the project, is OJT enrolled, and provides required training by the program.

No measurement for payment will be made for trainee hours in which OJT enrollment information has not been received and approved by the Department.

### **923-5 Basis of Payment:**

The accepted quantities of hours, measured as provided above, will be paid for at a unit price of \$3 per hour for training provided to trainee/apprentice in accordance with an approved training program.

Payment for offsite training may only be made when the contractor does one or more of the following and the trainees are concurrently employed on a federal-aid project;

- (A) Contributes to the cost of the training,

(B) Provides the instruction to the trainee

(C) Pays the trainee's wages during the offsite training period.

**923-6 Monitoring:**

**(A) Monthly Reporting:**

Contractors shall report monthly hours for each trainee in the online OJT System by the 15<sup>th</sup> of the month following the month of training hours completed.

**(B) Site Visits:**

The Department may conduct periodic monitoring site visits to the worksite to review OJT Program compliance, during working hours on the project. The Department will notify the OJT liaison at least 24 hours prior to a site visit if the OJT Liaison is required to be at the site visit. 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 reasonably available to meet with Department staff as well as be available to respond to periodic emails and phone calls from the Department to check on the progress of OJT Trainees. The Department will make efforts to ensure minimal disruption to the work and coordinate site visit times with other Department divisions, as applicable (for example, Davis-Bacon interviews).

**ITEM 9240010 FORCE ACCOUNT WORK (WILDLIFE REHABILITATOR):**

**Description:**

The work under this item shall consist of hiring a wildlife rehabilitator to relocate owls or eggs from active burrows in the project area identified during the survey prior to any vegetation removal.

**Construction Requirements:**

If any burrowing owls or active burrows are discovered, they shall be avoided and protected. If avoidance is not possible, as determined by the Engineer, the contractor shall hire wildlife rehabilitator to relocate the owls and eggs from active burrows. The relocation of the owls or eggs shall be performed in accordance with the requirements specified in Subsection 104.16 of the specifications.

**Measurement and Payment:**

Payment for Force Account Work (Wildlife Rehabilitator) will be made on a Force Account basis in accordance with the requirements of Subsection 109.04 of the specifications.

**ITEM 9240011      FORCE ACCOUNT WORK (BIOLOGIST):**

**Description:**

The work under this item shall consist of hiring a qualified biologist(s) to implement a flat-tailed horned lizard awareness training program and relocate flat-tailed horned lizard as specified in the EPIC sheet and Subsection 104.16 of the specifications.

**Construction Requirements:**

The survey shall be performed as specified in the Subsection 104.16 of the specifications.

The contractor shall employ a qualified biologist(s) to implement a flat-tailed horned lizard awareness training program. The biologist shall flag, fence, or demarcate avoidance areas to prevent damage to flat-tailed horned lizard occurring in the project area. At least 10 working days prior to construction, the contractor shall submit the resumes of the qualified biologist(s) to the Engineer for approval. A qualified biologist conducting the training program shall possess qualifications as identified in ADOT Qualifications for Biologists on the department's Environmental Planning website.

If any damage to flat-tailed horned lizard occurs, or if previously unidentified special status species are encountered during construction, the contractor shall immediately stop work at that location and take all reasonable steps to protect the flat-tailed horned lizard in place. The contractor shall contact the Engineer immediately to make arrangements for proper treatment of the flat-tailed horned lizard.

The training and relocation of the flat-tailed horned lizard shall be performed in accordance with the requirements specified in the EPIC sheet and Subsection 104.16 of the specifications.

**Measurement and Payment:**

Payment for Force Account Work (Biologist) will be made on a Force Account basis in accordance with the requirements of Subsection 109.04 of the specifications.

**ITEM 9240014      FORCE ACCOUNT WORK (POTHOLE ACTIVITIES):**

**Description:**

This work consists of performing potholing operations at locations designated by the Engineer to expose, verify, and document the horizontal and vertical location of existing underground utilities, structures, and appurtenances. Work may include sawcutting, excavation, utility exposure, dewatering, traffic control, backfilling, compaction, pavement restoration, and all incidental work necessary to complete the pothole operation as directed by the Engineer. The contractor shall complete all potholing activities before beginning any other construction activities.

### **Construction Requirements:**

Perform potholing only at locations authorized by the Engineer. Use excavation methods that minimize the potential for damage to existing facilities. Notify utility owners as required prior to commencing pothole operations.

Upon completion of utility verification, backfill excavations with suitable material and restore the surface to a condition equal to or better than that existing prior to the work. Pavement restoration shall conform to the applicable requirements of the specifications and standard drawings.

### **Measurement and Payment:**

Payment for Force Account Work (Pothole Activities) will be made on a Force Account basis in accordance with the requirements of Subsection 109.04 of the specifications.

**(924CQC, 09/17/20)**

### **ITEM 9240170 - CONTRACTOR QUALITY CONTROL:**

#### **Description:**

The work under this item 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.

#### **Method of Measurement:**

Contractor quality control will be measured for payment on a lump sum basis as a single unit of work.

#### **Basis of Payment:**

##### **(A) 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:

- (1) The first partial payment price will be the lesser of 25 percent of the contract lump sum price for contractor quality control, or 1 percent of the original total contract bid amount.

- (2) 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.

**(B) 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 days, excluding weekends and holidays, 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 days, excluding weekends and holidays, beyond the original Wednesday due date.

All deducted monies which are retained by the Department, as specified above, are liquidated damages.

**(925SRVY, 08/16/19)**

**SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:**

**925-5 Basis of Payment:** the fourth paragraph of the Standard Specifications is 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 items listed in the table below.

| ITEM                            | PREDETERMINED RATE |
|---------------------------------|--------------------|
| 9250101-ONE-PERSON SURVEY PARTY | \$110 per hour     |
| 9250102-TWO-PERSON SURVEY PARTY | \$150 per hour     |

|                                   |                |
|-----------------------------------|----------------|
| 9250103-THREE-PERSON SURVEY PARTY | \$190 per hour |
| 9250106-SURVEY MANAGER            | \$175 per hour |
| 9250105-OFFICE SURVEY TECHNICIAN  | \$85 per hour  |

**(928LONG, 09/16/21)**

**SECTION 928 GROUND-IN RUMBLE STRIP:** the title and text of the Standard Specifications are revised to read:

**SECTION 928 LONGITUDINAL GROUND-IN RUMBLE STRIP:**

**928-1 Description:**

The work under this item shall include furnishing all tools, equipment and labor necessary to install longitudinal ground-in rumble strips of the size and at the locations specified on the project plans or as directed by the Engineer.

**928-2 Blank:**

**928-3 Construction Requirements:**

Longitudinal ground-in rumble strips shall be constructed by mechanically milling or grinding grooves into new or existing asphalt concrete pavements. The grooves shall be constructed with a cylindrical configuration in the direction of the traffic flow, and shall be placed in accordance with the details shown on the project plans. Exceptions in longitudinal ground-in rumble strips not shown on the plans will be designated by the Engineer.

The grooves shall be constructed with equipment specifically designed to remove such material by means of grinding to a controlled line and grade. The equipment used shall be capable of removing the existing asphaltic concrete to the dimensions and tolerances specified on the plans. The removals shall be accomplished in a manner which does not scar the surface of the adjacent pavement. Grooves shall not be constructed in new asphaltic concrete pavements for a minimum of three days after placement, or 10 days after placement of new asphaltic concrete pavements with asphalt-rubber. Construction of the grooves may be allowed in less time if the contractor can demonstrate that the pavements are sufficiently cured.

The contractor shall place a continuous control line as a guide for installation. The milling machine shall also be equipped with an approved guide that is clearly visible to the operator so that proper alignment of the grooves will be obtained. Lateral deviation of the milled rumble strips shall not exceed one inch in any 100 foot interval.

The contractor shall also use high pressure air to remove any millings and debris remaining after the use of the equipment's vacuum recovery system. Such debris shall be removed to the shoulder and disposed of in a manner approved by the engineer.

**928-4 Method of Measurement:**

Longitudinal ground-in rumble strips will be measured by linear foot at the locations shown in the project plans and in accordance with the specifications.

Gaps in the pattern and exceptions in the longitudinal ground-in rumble strips will not be included in the measurement.

No measurement will be made for the removal and disposal of milling and debris.

**928-5 Basis of Payment:**

The accepted quantities of longitudinal ground-in rumble strips, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work complete in place as shown on the project plans and as specified herein.

No additional payment will be made for the removal and disposal of milling and debris, the cost being considered as included in the price of the contract item.

**(1001MATL, 06/17/21)**

**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 requirements of 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 of the specifications, for any source proposed for use regardless of whether a previously approved environmental analysis exists for the site.

In accordance with Subsection 104.12 of the specifications, the contractor may utilize 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 contractor shall not produce material for the project, mobilize crushing equipment or clear a worksite prior to approval of the environmental analysis.

The contractor shall comply with the requirements of the landowner or agency having jurisdiction over the land.

The Department makes no representation regarding quality or quantity of materials in any source.

#### **1001-2.01 Information Available:**

The Department 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. Further information on material sources is available at <https://azdot.gov/business/environmental-planning/material-source-guidance>.

#### **1001-2.02 Material Sources in Floodplains:**

Any development of a material source that is determined to be in a flood plain must meet the requirements of the appropriate local, state, and federal agencies, including as applicable, the U.S. Army Corps of Engineers, Section 404 of the Clean Water Act, ADEQ or Tribal 401 Water Quality Certification, and the National or Arizona Pollutant Discharge Elimination System (NPDES/AZPDES).

If the contractor wishes to procure a material source within a floodplain, the contractor or material supplier shall submit a Floodplain Use Permit application to the appropriate floodplain management agency. The contractor shall submit to the Department documentation that the Floodplain Use Permit for the material source was approved and signed by the appropriate agency's Floodplain Administrator. The contractor or material supplier shall comply with all the requirements of the Floodplain Use Permit, including renewal of the Permit as needed or required.

The Department will require an engineering report if the material source is situated in the 100 year floodplain of any stream or watercourse, and located within one mile upstream and two miles downstream of any highway structure or surfaced roadway crossing. The engineering report shall be prepared by a professional engineer with expertise in hydrology, hydraulics, river mechanics, and fluvial geomorphology. The engineering report shall address the effects of the potential for structural damages following a 100 year flood event.

All other permits required to obtain a material source shall be furnished to the Department upon request.

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.

Material sources in floodplains located on Native American Tribal Lands will be considered for use on an individual analysis. The analysis shall include a review of applicable land use plans, floodplain management plans, environmental plans, applicable laws and regulations pertaining to Native American Tribal Lands, and an engineering analysis of the effects on any highway facility or structure. The contractor shall obtain from the Bureau of Indian Affairs (BIA) and the Native American Tribal Council all permits, licenses, and approvals for the Department to review.

### **1001-2.03          Protection and Restoration:**

The contractor shall comply with the requirements of Subsections 107.11 and 107.12 of the specifications for protecting and restoring the material source. The contractor shall assume full responsibility to protect and rehabilitate the material source to the satisfaction of the Department and in compliance with the requirements of the Federal Land Management Agency (FLMA) having jurisdiction or by the owner of the material source.

### **1001-3          Proposed Source:**

#### **1001-3.01          Approval Requirements:**

##### **(A)          General:**

The contractor shall notify the Engineer prior to or at the preconstruction conference 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.

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.

##### **(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 specifications, 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 of the specifications shall be completed prior to initiation of any activities that disturb the existing conditions at the proposed source.

- (2) The contractor has furnished the Engineer with evidence that he has secured the rights to the source, including ingress and egress.

**(C) Historical and Cultural Resources:**

The archaeological survey report of the proposed material source shall be prepared by the contractor's archaeological consultant and shall conform to the requirements of Subsection 104.12 of the specifications.

In the event that prehistoric or historic structures and prehistoric or historic artifacts are encountered during any activity related to the construction of the material source, the contractor shall immediately cease operations within a 50 foot radius of the discovery location and notify the Engineer. In the event that an unmarked human burial and/or funerary remains are encountered during any activity related to the construction of the material source, the contractor shall immediately cease operations within a 100 foot radius of the discovery location and notify the Engineer. The Engineer will contact the Environmental Planning – Historic Preservation Team so that appropriate notification of the discovery is made per state and federal regulations.

After notifying the Engineer, the contractor shall, within good faith, secure the area and take all reasonable measures to protect the historical and cultural resources. No activity shall resume unless authorized by the Engineer. The Engineer will not authorize resumption of any activity until receiving confirmation from the Environmental Planning – Historic Preservation Team that the contractor may commence work.

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.

**(E) Bureau of Land Management Material Sources:**

If the contractor elects to pursue the use of material sources on BLM land under Title 30 Code of Federal Regulations, it is at the contractor's sole risk, and the Department bears no responsibility for any delays or costs associated with the request to use material sources on BLM Land.

The Department will not request or pursue any “free-use permit” under Title 23 Code of Federal Regulations or any other arrangement with BLM on this project.

#### **1001-4 Special Access within Right Of Way:**

The contractor may submit a request to the District 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 District 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.

The decision by the District Engineer to deny a request by the contractor will be considered to be final.

#### **1001-5 Fences and Cattle Guards:**

Where the haul roads to material sources cross existing fence lines in areas where there is livestock of any kind, temporary cattle guards shall be installed by the contractor at each crossing.

The livestock operator or owner shall be contacted prior to the beginning of any operations and effective measures shall be taken and means provided by the contractor to prevent livestock from straying.

In operations where conditions will exist that are dangerous to livestock of any kind, temporary cattle guards and fence shall be installed around the pit area by the contractor to protect livestock.

Temporary cattle guards and fence installed by the contractor shall be removed and existing fence disturbed shall be replaced or reconstructed and all fence shall be left in as good condition as it was prior to the beginning of work.

(1005PG, 06/19/25)

## SECTION 1005 BITUMINOUS MATERIALS:

### 1005-3 Bituminous Material Requirements:

#### 1005-3.01 Asphalt Cement: of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder conforming to the requirements of AASHTO M 320. Air blown/oxidized asphalt, Polyphosphoric acid (PPA) modification and re-refined/recycled engine oil bottom (REOB) will not be accepted. The pressure aging temperature for all binders, including Terminal Blend rubberized binder and Polymer modified asphalt binder shall be as specified below:

| PG Asphalt Binder  | Pressure Aging Temperature |
|--------------------|----------------------------|
| PG 70-XX and above | 110 °C                     |
| PG 64-XX and below | 100 °C                     |

If Terminal Blend rubberized binder (XX-XXTR+) is used, it shall conform to the requirements of Table 1005-1 and 1005-1a.

If Polymer modified asphalt binder (XX-XXPM) is used, it shall conform to the requirements of Table 1005-1 and 1005-1b.

If, during asphaltic concrete production, it is determined by testing that asphalt cement fails to meet the requirements for the specified grade, the asphaltic concrete represented by the corresponding test results shall be evaluated for acceptance. Should the asphaltic concrete be allowed to remain in place, the contract unit price for asphaltic concrete will be adjusted by the percentage shown in Table 1005-1. Should the asphalt cement be in reject status, the contractor may, within 25 days of receiving notice of the reject status, supply an engineering analysis of the expected performance of the asphaltic concrete in which the asphalt cement is incorporated. The engineering analysis shall detail any proposed corrective action and the anticipated effect of such corrective action on the performance. Within three working days, the Engineer will determine whether or not to accept the contractor's proposal. If the proposal is rejected, the asphaltic concrete shall be removed and replaced with asphaltic concrete meeting the requirements of the specifications at no additional expense to the Department. If the contractor's proposal is accepted, the asphaltic concrete shall remain in place at the applicable percent of contract unit price allowed, and any necessary corrective action shall be performed at no additional cost to the Department.

#### 1005-3.03 Emulsified Asphalt: the fourth paragraph of the Standard Specifications is revised to read:

Emulsified asphalts shall be homogeneous. If emulsified asphalt has separated, it shall be thoroughly mixed to insure homogeneity. If emulsified asphalt has separated due to freezing, it shall not be used. Emulsified asphalt shall not be used after 30 days from production.

**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 shall be potable. Potable water obtained from public utility distribution lines will be acceptable. The water used shall be free of injurious amounts of oil, acid, alkali, clay, vegetable matter, silt, or other harmful matter. The material shall not be diluted in the field.

**1005-3.07 Other Requirements:** the tables 1005-1, 1005-1a, and 1005-1b of the Standard Specifications are revised to read:

| TABLE 1005-1<br>ASPHALT BINDER ADJUSTMENT TABLE                                                                                                                                                                                                                                                             |                    |                                                                |                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------|----------------------------------------|
| Test Property                                                                                                                                                                                                                                                                                               | AASHTO Test Method | Test Result                                                    | Percent of Contract Unit Price Allowed |
| Dynamic Shear of Original Binder:<br>G*/Sin $\delta$ , kPa                                                                                                                                                                                                                                                  | T 315              | $\geq 1.00$<br>0.90-0.99<br>0.70-0.89<br>$< 0.70$              | 100<br>98<br>95<br>88 (1)              |
| Dynamic Shear of RTFO Binder:<br>G*/Sin $\delta$ , kPa                                                                                                                                                                                                                                                      | T 315              | $\geq 2.20$<br>2.00-2.19<br>1.60-1.99<br>$< 1.60$              | 100<br>98<br>95<br>88 (1)              |
| Dynamic Shear of PAV Binder:<br>G*Sin $\delta$ , kPa                                                                                                                                                                                                                                                        | T 315              | $\leq 5000$<br>5001-5500<br>5501-7000<br>7001-8000<br>$> 8000$ | 100<br>98<br>95<br>89<br>87 (1)        |
| Creep Stiffness of PAV Binder:<br>S, Mpa                                                                                                                                                                                                                                                                    | T 313              | $\leq 300$<br>301-330<br>331-450<br>451-600<br>$> 600$         | 100<br>98<br>95<br>89<br>87 (1)        |
| m-value at 60 sec.                                                                                                                                                                                                                                                                                          | T 313              | $\geq 0.300$<br>0.270-0.299<br>0.230-0.269<br>$< 0.230$        | 100<br>98<br>90<br>87 (1)              |
| Notes:                                                                                                                                                                                                                                                                                                      |                    |                                                                |                                        |
| (1) Reject Status: The pay adjustment applies if allowed to remain in place.                                                                                                                                                                                                                                |                    |                                                                |                                        |
| (2) Specified properties in AASHTO M 320 for flash point, viscosity at 135 °C, and mass loss are not considered performance related. Specification deficiencies for these properties shall be cause for a work stoppage until specification properties are met, but will not be cause for a pay adjustment. |                    |                                                                |                                        |

- (3) Should the bituminous material be deficient on more than one property, the pay adjustment will be the greatest reduction to the contract unit price specified considering individual test results.
- (4) The information presented in this table does not apply to asphalt cement used for tack coats.

**TABLE 1005-1a**  
**Terminal Blend rubberized binder (XX-XXTR+)**

| Test Property                         | Test Method             | Requirement | Test Result           | Percent of Contract Unit Price Allowed |
|---------------------------------------|-------------------------|-------------|-----------------------|----------------------------------------|
| Solubility, %, minimum                | ASTM D7553 or ASTM 2042 | 98          | -----                 | -----                                  |
| Elastic Recovery, @ 10 °C, %, minimum | AASHTO T 301            | 75          | 75<br>70 - 74<br>< 70 | 100<br>89<br>87 (1)                    |

(1) Reject Status: The pay adjustment applies if allowed to remain in place.

**Notes:**

In case of dispute, ASTM D2042 shall be used to determine the Solubility.

The asphalt binder shall contain a minimum of 8 percent crumb rubber and a minimum of 3 percent SBS (styrene-butadiene-styrene) polymer.

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 retain moisture when stored or disposed of above ground.

Modified binders shall be blended at the source of supply and delivered as a homogenous mixture to the job site.

Modified Binders stored at the asphalt concrete mixing plant for more than two weeks or beyond the supplier recommended shelf life, whichever is less, shall be sampled and tested.

**TABLE 1005-1b**  
**Polymer Modified Asphalt Binder (XX-XXPM)**

| Test Property          | Test Method              | Requirement | Test Result | Percent of Contract Unit Price Allowed |
|------------------------|--------------------------|-------------|-------------|----------------------------------------|
| Solubility, %, minimum | ASTM D7553 or ASTM D2042 | 98          | -----       | -----                                  |

| <b>TABLE 1005-1b</b><br><b>Polymer Modified Asphalt Binder (XX-XXPM)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |              |             |                                |                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------------------------------|----------------------------------------|
| Test Property                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Test Method  | Requirement | Test Result                    | Percent of Contract Unit Price Allowed |
| Elastic Recovery @ 10°C, %, minimum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | AASHTO T 301 | 75          | $\geq 75$<br>70 - 74<br>$< 70$ | 100<br>89<br>87 (1)                    |
| (1) Reject Status: The pay adjustment applies if allowed to remain in place.                                                                                                                                                                                                                                                                                                                                                                                                                                          |              |             |                                |                                        |
| <b>Notes:</b><br><br>In case of dispute, ASTM D2042 shall be used to determine the Solubility.<br><br>Asphalt binder shall contain a minimum of 3 percent SBS (styrene-butadiene-styrene) polymer.<br><br>Modified binders shall be blended at the source of supply and delivered as a homogenous mixture to the job site.<br><br>Modified Binders stored at the asphalt concrete mixing plant for more than two weeks or beyond the supplier recommended shelf life, whichever is less, shall be sampled and tested. |              |             |                                |                                        |

**1005-3.07 Other Requirements:** the table 1005-1c of the Standard Specifications is hereby deleted.

**1005-3.07 Other Requirements:** the table 1005-3 of the Standard Specifications is revised to read:

| <b>TABLE 1005-3</b><br><b>EMULSIFIED ASPHALTS</b>        |                 |             |        |        |        |        |          |
|----------------------------------------------------------|-----------------|-------------|--------|--------|--------|--------|----------|
| Tests On Emulsion                                        | Test Method     | Requirement |        |        |        |        |          |
|                                                          |                 | RS-1        | CRS-1  | RS-2   | CRS-2  | SS-1   | CSS-1    |
| Viscosity: Saybolt Furol, seconds, range 77 °F<br>122 °F | AASHTO T 59     | 20-100      | 20-100 | 50-400 | 50-400 | 20-100 | 20-100   |
| Settlement: 5 days, %, maximum                           | AASHTO T 59     | 5           | 5      | 5      | 5      | 5      | 5        |
| Sieve: Retained on No. 20, %, maximum                    | AASHTO T 59 (1) | 0.10        | 0.10   | 0.10   |        | 0.10   | 0.10     |
| Particle Charge                                          | AASHTOT 59      |             | Pos.   |        | Pos.   |        | Pos. (2) |
| Demulsibility: 35 mL, 0.02 N calcium chloride            | AASHTO T 59     | 60          |        | 60     |        |        |          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |    |    |    |    |    |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----|----|----|----|----|----|
| %, minimum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |    |    |    |    |    |    |
| Classification:<br>Uncoated<br>particles, %, minimum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Arizona Test<br>Method 502 |    |    |    | 55 |    |    |
| Residue: (3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | 55 | 60 | 63 | 65 | 57 | 57 |
| Residue, %, minimum (4)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |    |    |    |    |    |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |    |    |    |    |    |    |
| Notes:<br><br>(1) Distilled water shall be used. Two percent sodium oleate solution will not be accepted.<br><br>(2) If the Particle Charge Test result is inconclusive, material having a maximum PH value of 6.7 will be acceptable.<br><br>(3) Residue will be obtained in accordance with the requirements of Arizona Test Method 504 and shall conform to all the requirements of AASHTO M 320 for PG 64-16, except that for CRS-2 the dynamic shear ( $G^*/\sin \delta$ ) on the original residue shall be a minimum of 1.00 kPa and a maximum of 1.50 kPa.<br><br>(4) Residue by evaporation may be determined in accordance with the requirements of Arizona Test Method 512; however, in case of dispute, AASHTO T 59 will be used. |                            |    |    |    |    |    |    |

**1005-3.07 Other Requirements:** the note (2) of Table 1005-3a of the Standard Specifications is revised to read:

|                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------|
| (2) Testing shall be performed on residue by distillation. Testing on residue by oven evaporation will not be accepted. |
|-------------------------------------------------------------------------------------------------------------------------|

**1005-3.07 Other Requirements:** the table 1005-5 of the Standard Specifications is revised to read:

| TABLE 1005-5                                   |                 |             |          |          |          |
|------------------------------------------------|-----------------|-------------|----------|----------|----------|
| EMULSIFIED RECYCLING AGENTS                    |                 |             |          |          |          |
| Tests on Emulsified Recycling Agent            | Test Method     | Requirement |          |          |          |
|                                                |                 | ERA-1       | ERA-5    | ERA-25   | ERA-75   |
| Viscosity: Saybolt Furol, 77 °F, seconds range | AASHTO T 59     | 15 - 40     | 15 - 100 | 15 - 100 | 15 - 100 |
| Miscibility                                    | AASHTO T 59     | Passes      | Passes   | Passes   | Passes   |
| Sieve Test: %, maximum                         | AASHTO T 59 (1) | 0.10        | 0.10     | 0.10     | 0.10     |
| Particle Charge                                | AASHTO T 59     | Positive    | Positive | Positive | Positive |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |    |    |    |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----|----|----|
| Residue: (2) Residue,<br>%, minimum                                                                                                                                                                                                                                                                                                                                                                                                                             | (3) | 60 | 60 | 60 | 60 |
| <p>Notes:</p> <p>(1) Distilled water shall be used. Two percent sodium oleate solution will not be accepted.</p> <p>(2) Residue will be obtained in accordance with the requirements of Arizona Test Method 504 and shall conform to the requirements specified in Table 1005-4.</p> <p>(3) Residue by evaporation may be determined in accordance with the requirements of Arizona Test Method 512; however, in case of dispute, AASHTO T 59 will be used.</p> |     |    |    |    |    |

**1005-3.07 Other Requirements:** the Paving Asphalt row of the table 1005-6 of the Standard Specifications is modified to add:

| TABLE 1005-6<br>OTHER REQUIREMENTS               |                                                                                                        |                                                                  |                                                             |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------|
| Grade of Asphalt<br>Specification<br>Designation | Range of<br>Temperatures for<br>Application by<br>Spraying, °F (Not<br>applicable for Plant<br>Mixing) | Range of<br>Aggregate<br>Temperatures<br>for Plant<br>Mixing, °F | Basis of Conversion,<br>Average Gallons Per<br>Ton at 60 °F |
| Paving Asphalt                                   | 275 - 400                                                                                              | -----                                                            |                                                             |
| PG 76-22 PM                                      |                                                                                                        |                                                                  | 231                                                         |
| 229                                              |                                                                                                        |                                                                  | 232                                                         |
| PG 70-22 PM                                      |                                                                                                        |                                                                  | 233                                                         |
| 230                                              |                                                                                                        |                                                                  |                                                             |
| PG 64-28 PM                                      |                                                                                                        |                                                                  |                                                             |

**(1006PCC, 09/21/23)**

**SECTION 1006 PORTLAND CEMENT CONCRETE:**

**1006-2.01(A) General:** of the Standard Specifications is revised to read:

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, Portland-pozzolan cement or Portland-limestone cement) and supplementary cementitious materials (fly ash, natural pozzolan, or silica fume).

**1006-2.01(B) Hydraulic Cement:** the first paragraph of the Standard Specifications is revised to read:

Hydraulic cement shall consist of Portland cement, Portland-pozzolan cement or Portland-limestone cement.

**1006-2.01(B) Hydraulic Cement:** of the Standard Specifications is modified to add:

Portland-limestone cement shall conform to the requirements of ASTM C595 for blended hydraulic cement with moderate sulfate resistance, Type IL (MS).

**1006-2.01(C)(2) Flyash and Natural Pozzolan:** of the Standard Specifications is revised to read:

Fly ash and natural pozzolan shall conform to the requirements of ASTM C618 for Class C, F, or N.

**TABLE 1006-5 Design Criteria:** the column heading of the third column of the Standard Specifications is revised to read:

|  |  | <b>Cementitious<br/>Material Content:<br/>Lbs. per Cu Yd.<br/>Minimum - Maximum</b> |  |  |
|--|--|-------------------------------------------------------------------------------------|--|--|

**1006-3.02(C) Mix Design Submittal Requirements:** the items (16) and (18) of the Standard Specifications are revised to read:

- (16) Volume of each material measured to the nearest hundredth of a cubic foot;
- (18) Total volume measured to the nearest hundredth of a cubic foot;

**1006-7.02(A) General:** the fifth paragraph of the Standard Specifications is revised to read:

Concrete shall be sampled in accordance with ASTM C172 for acceptance testing of temperature, slump, unit weight and yield (when required) and air content (when required) as well as for fabrication of test cylinders for compressive strength determination at 28 days except that the concrete shall be sampled once during discharge at the middle portion of the batch. ASTM C172 includes sampling from stationary, paving and truck mixers, and from agitating and non-agitating equipment used to transport central-mixed concrete and from continuous mixing equipment as described in Specification ASTM C685/C685M. Sampling shall be at the point of discharge from truck mixers. Sufficient care shall be taken to obtain a representative sample by diverting the entire stream of the concrete to prevent segregation. Samples shall be of sufficient size to perform all the required tests and fabricate the necessary test cylinders but in no case less than 1 cubic foot.

**1006-7.02(B) 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, or Class B concrete, a strength test will consist of the average strength of two test cylinders. However, if the compressive strengths of the two test cylinders differ by more than 10 percent from the average of the two, the strength test result shall be the cylinder with the highest compressive strength.

For Class S concrete with a compressive strength requirement equal to or greater than 4000 psi, or Class P concrete, the compressive strength of each sample shall be determined by averaging the results of the three test cylinders. However, if the compressive strength of any one of the three test cylinders differs by more than 10 percent from the average of the three, its result shall be discarded and the compressive strength shall be the average of the remaining two cylinders. Should the individual compressive strength of any two of the three remaining cylinders differ by more than 10 percent from the average of the three, the results will be discarded and the compressive strength shall be the strength of the remaining cylinder.

**1006-7.03(A)(3) Consistency:** the third paragraph of the Standard Specifications is revised to read:

When the concrete is pumped, samples for consistency will be taken as the concrete leaves the mixer.

**TABLE 1006-10 Air Entrainment Requirements:** the table of the Standard Specifications is revised to read:

| <b>TABLE 1006-10<br/>Air Entrainment Requirements</b> |                          |                                    |
|-------------------------------------------------------|--------------------------|------------------------------------|
| Elevation                                             | Air Entrainment Required | Required Air Content by Volume (%) |
| 3000 feet or above                                    | Yes                      | 4 to 7                             |

|                 |                        |          |
|-----------------|------------------------|----------|
| Below 3000 feet | Contractor's<br>Option | $\leq 7$ |
|-----------------|------------------------|----------|

**(1014GEOSYN, 07/18/24)**

## **SECTION 1014 GEOSYNTHETICS:**

**1014-1 General Requirements:** of the Standard Specifications is revised to read:

Certificates of Analysis, conforming to the requirements of Subsection 106.05 of the specifications, shall be submitted.

Geosynthetic materials, excluding biaxial geogrid, must be on the DataMine list for geotextiles and geosynthetics on the AASHTO Product Evaluation & Audit Solutions (formerly NTPEP) website. The product line evaluation report from AASHTO Product Evaluation & Audit Solutions (formerly NTPEP) shall be provided to the Engineer prior to use on the project.

Fibers, yarns, and filaments used in the manufacture of geotextile fabric, and the threads used in joining by sewing, shall consist of long-chain synthetic polymers, composed at least 95 percent, by weight, of polyolefins or polyesters. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.

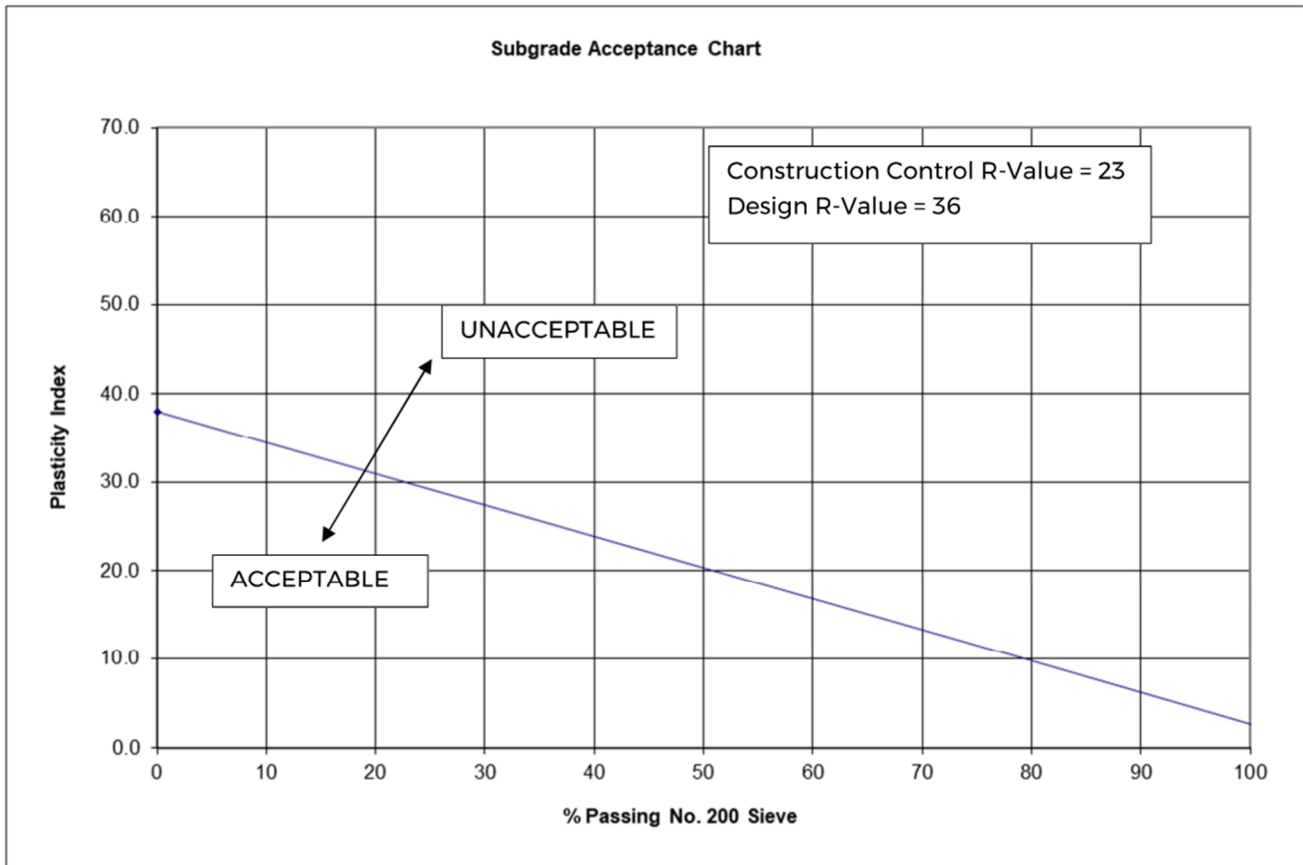
Geosynthetic materials shall be furnished in protective covers capable of protecting the materials from harmful environmental conditions such as ultraviolet rays, abrasion, extreme heat, and water. Storage of the materials shall be in a manner that prevents damage, contamination, or deterioration.

Geotextile fabric shall be resistant to chemical attack, rot, and mildew, and shall have no tears or defects which will adversely alter its physical properties.

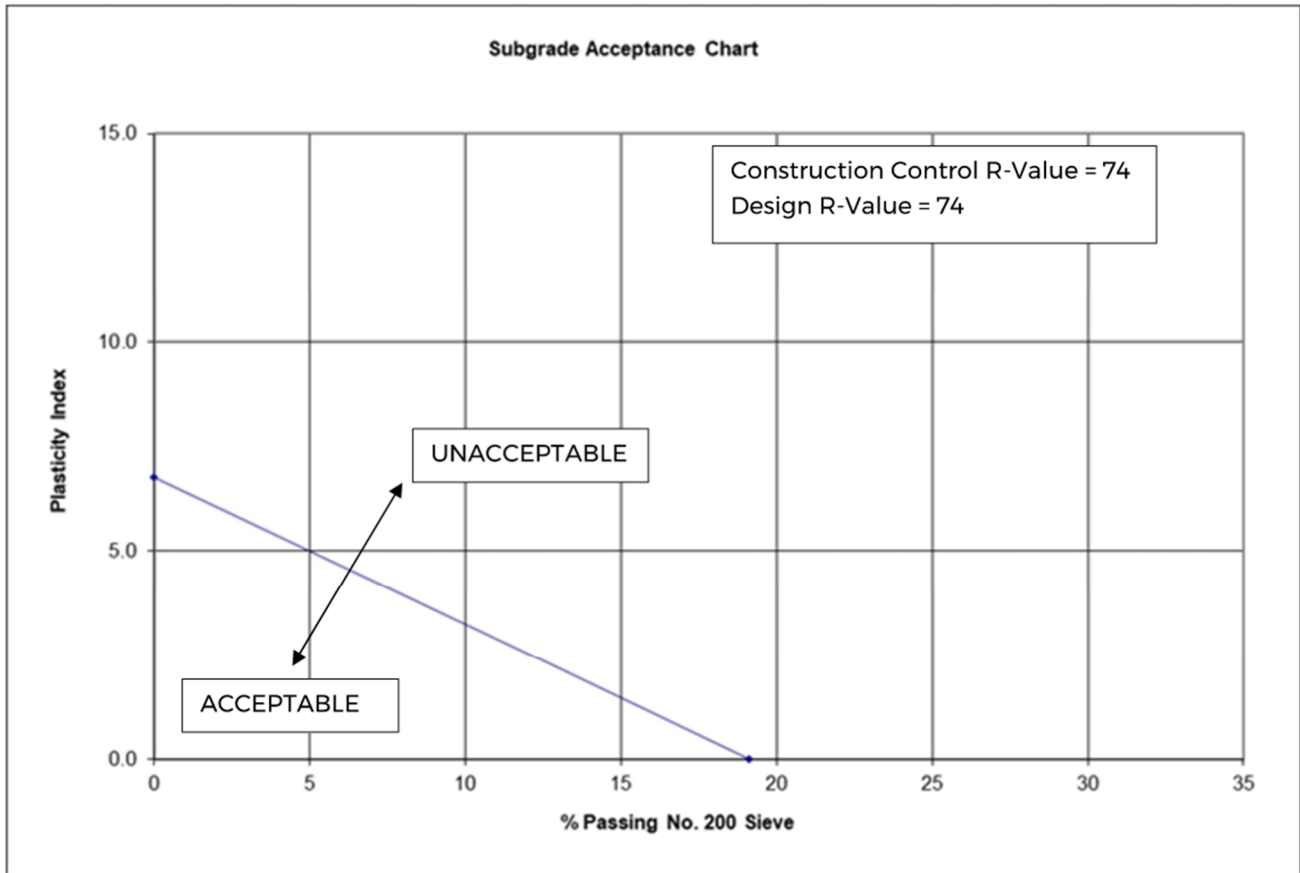
All numeric values in the following tables, except for apparent opening size (AOS), represent minimum average roll values (MARV) in the weaker principal direction. Numeric values for (AOS) represent maximum average roll values.

Woven slit film geosynthetics will not be allowed for use in Subsections 1014-5, 1014-6, 1014-7, and 1014-9 of the specifications.

**Appendix A – Subgrade Acceptance Chart**  
**For**  
**0000 YU YYU T043701C**  
**Avenue G, County 11th ST - County 16th ST**



**Appendix B – Subgrade Acceptance Chart**  
**For**  
**0000 YU YYU T043901C**  
**Avenue B, County 18th ST - SR 195, In Yuma**



## Appendix C - Western Burrowing Owl Awareness Flyer



### Western Burrowing Owl Awareness

ADOT Environmental Planning

1611 W. Jackson St- Mail Drop EM02

Phoenix, AZ 85007

*The purpose of this flyer is to provide ADOT employees and contractors, working on roadside projects, with basic knowledge to reduce the risk of incidental take of Western Burrowing Owls.*

#### Legal Status:

Western Burrowing Owls (*Athene cunicularia*) are protected under the Federal Migratory Bird Treaty Act of 1918. All migratory birds and their parts are fully protected. They are also protected under Arizona State Law in Title 17-101, Title 17-235, and Title 17-236.

#### What to look for:

- Description— small, ground-dwelling owl.
- Length— 19.5-25.0 cm (7.68-9.85 inches)
- Wingspan— 58.42 cm (23.0 inches)
- Mass— about 150 grams
- Males are typically slightly larger than females.
- Round head, lacks ear tufts.
- Distinct oval facial ruff, framed by a broad, puffy white eyebrow.
- Eyes contain a bright yellow iris.

#### Where are owls found?

- Dry, open, short grass, treeless plains.
- Dependent on fossorial mammals. (ground squirrels, prairie dogs, badgers, etc.) to construct burrows.
- Human dominated landscapes: golf courses, airports, agricultural fields.

#### Identifying an active burrow:

- Owls use burrows constructed by ground squirrels, badgers, coyotes and tortoises. They can also use pipes, culverts, and ditches.
- Presence of excrement (whitewash) near entrance to burrow.
- Burrowing owls frequently decorate entrance of burrows with cow or horse manure, feathers, vegetation and trash items.

#### How to avoid them:

- Scan ahead prior to arriving at a sign location.
- If burrowing owls are observed within the project area, stop and move at least 100 feet beyond the owl or occupied burrow before resuming work.

*If you think your work may potentially impact a Burrowing Owl or active burrow, please stop.*

*Move at least 100 feet from the animal or burrow before resuming work.*

*If you have any questions or think you have a borrowing owl or active burrow on your work site please*

*contact: the project biologist or Coby Teal, Biology Team Lead*

*cell: (928) 304-0487 email: cteal@azdot.gov*

*Source: Arizona Game and Fish Department Animal Abstract: Western Burrowing Owl. Heritage Data Management System*

*(revised April 24, 2024)*

## Appendix D

# Flat-tailed Horned Lizard

## ORIENTATION



# ORIENTATION GOALS



- ◆ Status of FTHL
- ◆ Biology of FTHL
- ◆ FTHL protective measures required during ASH project
- ◆ How the protective measures effect construction personnel



# FTHL STATUS

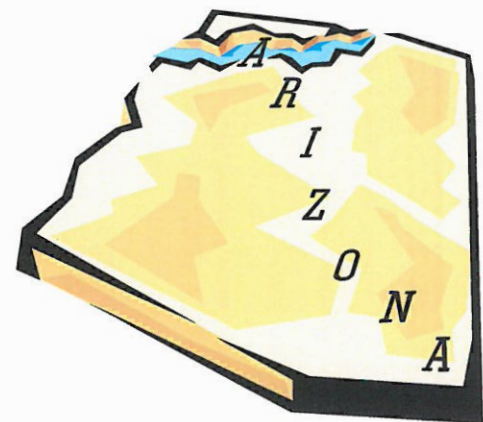
State: Wildlife of Special Concern in Arizona  
(Arizona Game and Fish Department)

Federal: Proposed for listing as Threatened under  
the Endangered Species Act, proposal later  
withdrawn based partly on Rangewide Management  
Strategy (US Fish and Wildlife Service)

Rangewide Management Strategy

# FTHL STATUS (Continued)

- FTHLs found only in extreme southwest Arizona, southeast California, and adjoining portions of Mexico
- Yuma County: South of Gila River and west of Gila Mountains
- 49% of historical habitat gone
  - Agriculture
  - Urban development



# RANGEWIDE MANAGEMENT STRATEGY

- ◆ Provides guidance for the conservation and management of FTHL habitat
- ◆ Basis of a conservation agreement among agencies with land management responsibilities within FTHL habitat
- ◆ Signatories to conservation agreement manage land within ASH project limits

## **Flat-tailed Horned Lizard Rangewide Management Strategy, 2003 Revision**

An Arizona-California Conservation Strategy



*Prepared and edited by the*

Flat-tailed Horned Lizard Interagency Coordinating Committee  
May 2003

# FTHL BIOLOGY

- ◆ Cryptic in color; blends well with sandy habitat
- ◆ Round, flattened body
- ◆ “Horns” along back of neck
- ◆ 65-80 mm typical length



# FTHL BIOLOGY (Continued)

- ◆ Active April – September
- ◆ Active during temperatures between 75-105 degrees F
- ◆ Buries under surface of sand to avoid heat and cold; will seek shade (e.g., pipes)
- ◆ Primarily eats ants
- ◆ Responds to threat by “freezing” in place

# FTHL PROTECTIVE MEASURES

- Biological monitoring
- FTHL fencing
- Fencing maintenance
- Buffer zones where no fencing (flagging)
- Removal surveys

# FTHL PROTECTIVE MEASURES

- Biologists will conduct inspections before ground-disturbing activities and hourly (sites NOT cleared of FTHLs)
- FTHL barrier fencing will be installed
- Biologists will conduct removal surveys
- Construction activities limited to:
  - Areas inspected by biologists
  - Areas “cleared” of FTHLs
  - Areas fenced or flagged

# FTHL VIDEO

- ◆ Developed by ADOT
- ◆ Describes:
  - FTHL Identification/Behaviors
  - FTHL Burrows
  - FTHL Fence
  - FTHL Removal

# WHAT IT MEANS TO YOU

- ◆ Exercise care during construction activities
- ◆ Stay within designated areas (fenced, flagged)
- ◆ Stop work if FTHL is observed (do NOT handle unless FTHL is in imminent danger)
  - **NOTE:** “Cleared” areas may still harbor FTHLs!
- ◆ Alert biologist immediately if FTHLs are observed



# DISCUSSION



## Flat-Tailed Horned Lizard Observation Data

[illegible]

[illegible]

## Flat-Tailed Horned Lizard Observation Data

[illegible]

- FTHL are most active between 75 and 105 degrees
- Pay special attention around sandy areas and ant nests
- Be especially careful about not leaving open pits
- Look under equipment before operating as lizards seek the shade during the heat of the day
- If FTHL are encountered please stop work immediately and contact project engineer or project biologist



*Flat-Tailed Horned Lizard (FTHL)*

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

#### **8. Reasonable Accommodation for Applicants /**

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

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 of 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 and 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

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 separate 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 an limitation 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<br>Cochise, Graham, Greenlee<br>and Santa Cruz Counties                             | 24.1<br>27.0 | 6.9<br>6.9 |
| Phoenix and balance of Maricopa County<br>Apache, Coconino, Gila, Mohave, Navajo,<br>Pinal, Yavapai and Yuma Counties | 15.8<br>19.6 | 6.9<br>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: AZ20260050 05/18/2026

State: Arizona

Construction Types: Highway

Counties: Arizona Counties of  
Yuma

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |
| 1                   | 05/18/2026       |

ENGI0012-046 12/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: BULLDOZER.....\$ 35.56  
18.12

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ENGI0012-053 12/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: TRACTOR.....\$ 35.56  
18.12

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ENGI0012-078 12/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: (CRANE/DERRICKS).....\$ 39.17  
18.12

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LABO1184-016 06/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: HORIZONTAL DIRECTIONAL

DRILL.....\$ 31.98  
9.26

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LABO1184-027 06/01/2025

Rates

Fringes

LABORER: GRADE SETTER.....\$ 29.91  
9.26

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LABO1184-033 06/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: TRENCHER.....\$ 30.88  
9.26

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LABO1184-047 06/01/2025

Rates

Fringes

TRUCK DRIVER: CONCRETE.....\$ 30.88  
9.26

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SUAZ2023-027 11/19/2024

Rates

Fringes

TRUCK DRIVER: WATER.....\$ 26.13  
7.09

TRUCK DRIVER: SWEEPER.....\$ 20.24  
5.48

TRUCK DRIVER: OIL DISTRIBUTOR.....\$ 29.97  
9.43

TRUCK DRIVER: DUMP.....\$ 23.72  
0.00

TRAFFIC CONTROL.....\$ 18.90  
0.00

POWER EQUIPMENT OPERATOR: SCRAPER.....\$ 26.29  
5.90

POWER EQUIPMENT OPERATOR: PAVER/SPREADER/FINISH  
EQUIPMENT (ASPHALT, AGGREGATE, & CONCRETE).....\$ 31.47  
0.00

POWER EQUIPMENT OPERATOR: OILER.....\$ 31.64  
10.13

POWER EQUIPMENT OPERATOR: MOTOR GRADER/BLADE.....\$ 30.13  
5.81

|                                                                                |          |
|--------------------------------------------------------------------------------|----------|
| POWER EQUIPMENT OPERATOR: MILLING MACHINE.....                                 | \$ 29.25 |
| 7.45                                                                           |          |
| POWER EQUIPMENT OPERATOR: MECHANIC.....                                        | \$ 31.86 |
| 12.12                                                                          |          |
| POWER EQUIPMENT OPERATOR: LOADER/FRONT END LOADER...                           | \$ 27.43 |
| 7.33                                                                           |          |
| POWER EQUIPMENT OPERATOR: GRADE CHECKER.....                                   | \$ 24.58 |
| 7.18                                                                           |          |
| POWER EQUIPMENT OPERATOR: FORKLIFT.....                                        | \$ 30.14 |
| 12.57                                                                          |          |
| POWER EQUIPMENT OPERATOR: FIELD EQUIPMENT<br>SERVICEPERSON.....                | \$ 35.44 |
| 11.45                                                                          |          |
| POWER EQUIPMENT OPERATOR: EXCAVATOR/TRACKHOE.....                              | \$ 31.96 |
| 8.33                                                                           |          |
| POWER EQUIPMENT OPERATOR: DRILL RIG/AUGER.....                                 | \$ 31.64 |
| 0.00                                                                           |          |
| POWER EQUIPMENT OPERATOR: CONCRETE SCREED.....                                 | \$ 26.41 |
| 7.64                                                                           |          |
| POWER EQUIPMENT OPERATOR: CONCRETE PUMP TRUCK.....                             | \$ 43.11 |
| 10.87                                                                          |          |
| POWER EQUIPMENT OPERATOR: COMPACTOR/ROLLER.....                                | \$ 26.88 |
| 7.18                                                                           |          |
| POWER EQUIPMENT OPERATOR: BROOM/SWEEPER.....                                   | \$ 24.22 |
| 4.77                                                                           |          |
| POWER EQUIPMENT OPERATOR: BOOM/Crane TRUCK.....                                | \$ 36.99 |
| 12.37                                                                          |          |
| POWER EQUIPMENT OPERATOR: BOBCAT/SKID STEER/SKID<br>LOADER.....                | \$ 29.85 |
| 8.78                                                                           |          |
| POWER EQUIPMENT OPERATOR: BACKHOE/BACKHOE & LOADER<br>COMBO/TRACK BACKHOE..... | \$ 26.16 |
| 6.19                                                                           |          |
| PAINTER: SIGN AND DISPLAY ERECTOR.....                                         | \$ 19.84 |
| 4.73                                                                           |          |
| PAINTER: PAVEMENT MARKING.....                                                 | \$ 27.76 |
| 6.34                                                                           |          |
| LABORER: PIPELAYER.....                                                        | \$ 26.36 |
| 7.09                                                                           |          |
| LABORER: MASON TENDER.....                                                     | \$ 26.48 |
| 7.09                                                                           |          |
| LABORER: LANDSCAPE LABORER.....                                                | \$ 19.44 |
| 0.00                                                                           |          |
| LABORER: GUARDRAIL INSTALLER.....                                              | \$ 19.01 |
| 2.99                                                                           |          |
| LABORER: GENERAL.....                                                          | \$ 23.22 |
| 4.17                                                                           |          |

LABORER: FENCE ERECTOR.....\$ 22.00  
4.03  
LABORER: CONCRETE SAW (HAND HELD/WALK BEHIND).....\$ 25.22  
5.08  
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER,  
SPREADER AND DISTRIBUTOR.....\$ 23.85  
7.97  
IRONWORKER.....\$ 32.00  
17.54  
ELECTRICIAN.....\$ 28.71  
7.58  
CEMENT MASON/CONCRETE FINISHER.....\$ 26.96  
6.45  
CARPENTER: FORMWORK CONCRETE.....\$ 29.34  
7.09  
CARPENTER.....\$ 28.08  
12.74

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts

regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than **☐SU☐**, **☐UAVG☐**, **☐SA☐**, or **☐SC☐** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The **◆SU◆** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

**◆SU◆** wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The **◆SA◆** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **◆SA◆** identifier took effect under state law in the state from which the rates were

adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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END OF GENERAL DECISION

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ARIZONA DEPARTMENT OF TRANSPORTATION  
PROJECT DELIVERY AND OPERATIONS DIVISION  
CONTRACTS AND SPECIFICATIONS GROUP

## BID SCHEDULE

### CONTRACT # 2024072

| TRACS No.                         | Project No. | Item  | County | District  | Gross Length | Net Length | Prepared By: |
|-----------------------------------|-------------|-------|--------|-----------|--------------|------------|--------------|
| 0000 YU YYU T043701C YYU-0-(225)T |             | LOCAL | YUMA   | SOUTHWEST | 0            |            | Vian Rashid  |
| 0000 YU YYU T043901C YYU-0-(221)T |             | LOCAL | YUMA   | SOUTHWEST | 0            |            | Vian Rashid  |

| Highway Termini | Location                      | Work Description                          |
|-----------------|-------------------------------|-------------------------------------------|
| • YUMA COUNTY   | • AVE G CO 11TH ST CO 16TH ST | • INSTALL RUMBLE STRIPS & WIDEN SHOULDERS |
| • YUMA COUNTY   | • AVE B COUNTY 18TH ST SR 195 | • INSTALL RUMBLE STRIPS & WIDEN SHOULDERS |

**BID SCHEDULE**

0000 YU YYU T043701C, 0000 YU YYU T043901C

| Item No. | Item Description                                      | Unit   | Quantity | Unit Price | Extended Amount |
|----------|-------------------------------------------------------|--------|----------|------------|-----------------|
| 2020029  | REMOVAL OF ASPHALTIC CONCRETE PAVEMENT                | SQ.YD. | 30,938   |            |                 |
| 2020072  | REMOVE AND SALVAGE GUARD RAIL                         | L.FT.  | 88       |            |                 |
| 2030301  | ROADWAY EXCAVATION                                    | CU.YD. | 13,943   |            |                 |
| 3030022  | AGGREGATE BASE, CLASS 2                               | CU.YD. | 11,784   |            |                 |
| 4040125  | FOG COAT                                              | TON    | 23       |            |                 |
| 4040165  | BLOTTER MATERIAL                                      | SQ.YD. | 67,833   |            |                 |
| 4090003  | ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)         | TON    | 10,556   |            |                 |
| 6070038  | SLIP BASE                                             | EACH   | 69       |            |                 |
| 6070054  | SIGN POST (PERFORATED) (2 S)                          | L.FT.  | 58       |            |                 |
| 6070055  | SIGN POST (PERFORATED) (2 1/2 S)                      | L.FT.  | 492      |            |                 |
| 6070057  | SIGN POST (PERFORATED) (2 1/2 T)                      | L.FT.  | 306      |            |                 |
| 6070060  | FOUNDATION FOR SIGN POST (CONCRETE)                   | EACH   | 69       |            |                 |
| 6080110  | REMOVE AND REINSTALL SIGN                             | EACH   | 90       |            |                 |
| 7015051  | OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND) | EACH   | 22       |            |                 |

**BID SCHEDULE**

0000 YU YYU T043701C, 0000 YU YYU T043901C

| Item No. | Item Description                                       | Unit     | Quantity | Unit Price | Extended Amount |
|----------|--------------------------------------------------------|----------|----------|------------|-----------------|
| 7015052  | OBLITERATE PAVEMENT MARKING (STRIPE)                   | L.FT.    | 120,050  |            |                 |
| 7015091  | SPECIALTY SIGNS                                        | SQ.FT.   | 816      |            |                 |
| 7016030  | BARRICADE (TYPE 1, TYPE 2, VERT.PANEL, TUBULAR MARKER) | EACH-DAY | 42,013   |            |                 |
| 7016031  | BARRICADE (TYPE 3, HIGH LEVEL FLAG TREE)               | EACH-DAY | 192      |            |                 |
| 7016033  | PORTABLE SIGN STAND (SPRING TYPE)                      | EACH-DAY | 3,606    |            |                 |
| 7016035  | WARNING LIGHT (TYPE A)                                 | EACH-DAY | 3,606    |            |                 |
| 7016037  | WARNING LIGHT (TYPE C)                                 | EACH-DAY | 42,013   |            |                 |
| 7016050  | TRUCK-MOUNTED ATTENUATOR                               | EACH-DAY | 6        |            |                 |
| 7016051  | TEMPORARY SIGN (LESS THAN 10 S.F.)                     | EACH-DAY | 1,188    |            |                 |
| 7016052  | TEMPORARY SIGN (10 S.F. OR MORE)                       | EACH-DAY | 2,394    |            |                 |
| 7016061  | FLASHING ARROW PANEL                                   | EACH-DAY | 30       |            |                 |
| 7016067  | CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)        | EACH-DAY | 464      |            |                 |
| 7016071  | PILOT VEHICLE WITH DRIVER                              | HOURL    | 48       |            |                 |
| 7016075  | FLAGGING SERVICES (CIVILIAN)                           | HOURL    | 72       |            |                 |

**BID SCHEDULE**

0000 YU YYU T043701C, 0000 YU YYU T043901C

| Item No. | Item Description                                                   | Unit   | Quantity | Unit Price | Extended Amount |
|----------|--------------------------------------------------------------------|--------|----------|------------|-----------------|
| 7016082  | FLAGGING SERVICES (LOCAL ENFORCEMENT OFFICER)(WITH AGENCY VEHICLE) | HOUR   | 72       |            |                 |
| 7040005  | PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")           | L.FT.  | 150,956  |            |                 |
| 7040006  | PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")          | L.FT.  | 44,592   |            |                 |
| 7040074  | PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")          | EACH   | 14       |            |                 |
| 7042033  | PRIMER-SEALER FOR THERMOPLASTIC STRIPING (EXISTING AC)             | L.FT.  | 44,592   |            |                 |
| 7050026  | PAVEMENT MARKING, PREFORMED, LEGEND (ONLY), TYPE I                 | EACH   | 8        |            |                 |
| 7080201  | WATERBORNE-TYPE I PAVEMENT MARKING (PAINTED) (WHITE)               | L.FT.  | 99,944   |            |                 |
| 7080202  | WATERBORNE-TYPE I PAVEMENT MARKING (PAINTED) (YELLOW)              | L.FT.  | 75,034   |            |                 |
| 8030092  | GRANITE MULCH (1-1/4 INCH MINUS)                                   | SQ.YD. | 53,284   |            |                 |
| 8101021  | EROSION CONTROL (WATTLES) (9")                                     | L.FT.  | 72,603   |            |                 |
| 9010001  | MOBILIZATION                                                       | L.SUM  | 1        |            |                 |
| 9050005  | GUARD RAIL, W-BEAM, SINGLE FACE (MASH)                             | L.FT.  | 88       |            |                 |

**BID SCHEDULE**

0000 YU YYU T043701C, 0000 YU YYU T043901C

| Item No. | Item Description                            | Unit  | Quantity | Unit Price  | Extended Amount |
|----------|---------------------------------------------|-------|----------|-------------|-----------------|
| 9050025  | GUARD RAIL TERMINAL (MASH)                  | EACH  | 2        |             |                 |
| 9090521  | SURVEY MARKER, TYPE A (MAG DET. 120)        | EACH  | 1        |             |                 |
| 9240010  | FORCE ACCOUNT WORK (WILDLIFE REHABILITATOR) | L.SUM | 1        | \$20,000.00 | \$20,000.00     |
| 9240011  | FORCE ACCOUNT WORK (BIOLOGIST)              | L.SUM | 1        | \$5,000.00  | \$5,000.00      |
| 9240014  | FORCE ACCOUNT WORK (POTHOLE ACTIVITIES)     | L.SUM | 1        | \$34,500.00 | \$34,500.00     |
| 9240170  | CONTRACTOR QUALITY CONTROL                  | L.SUM | 1        |             |                 |
| 9250001  | CONSTRUCTION SURVEYING AND LAYOUT           | L.SUM | 1        |             |                 |
| 9280034  | GROUND-IN RUMBLE STRIP (6 INCH)             | L.FT. | 44,085   |             |                 |
| 9280036  | GROUND-IN RUMBLE STRIP (8 INCH)             | L.FT. | 70,720   |             |                 |

**BID TOTAL :**

## PROPOSAL

TO THE ARIZONA DEPARTMENT OF TRANSPORTATION:

Gentlemen:

The following Proposal is made for constructing project

0000 YU YYU T043701C YYU-0(225)T  
YUMA COUNTY  
(AVENUE G, COUNTY 11TH ST-COUNTY 16TH ST)

0000 YU YYU T043901C YYU-0(221)T  
YUMA COUNTY  
(AVENUE B, COUNTY 18TH ST-SR 195)

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 pleaded. 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.

12-5901 R03/11

Proposal  
Sheet 1 of 2

The undersigned hereby agrees to provide an electronic Proposal Guaranty in the amount and character named in the Advertisement for Bids. The 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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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 YU YYU T043701C YYU-0(225)T  
YUMA COUNTY  
(AVENUE G, COUNTY 11TH ST-COUNTY 16TH ST)

0000 YU YYU T043901C YYU-0(221)T  
YUMA COUNTY  
(AVENUE B, COUNTY 18TH ST-SR 195)

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

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
By Attorney-in-Fact

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address Attorney-in-Fact

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

**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 it 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 it 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 YU YYU T043701C YYU-0(225)T  
YUMA COUNTY  
(AVENUE G, COUNTY 11TH ST-COUNTY 16TH ST)

0000 YU YYU T043901C YYU-0(221)T  
YUMA COUNTY  
(AVENUE B, COUNTY 18TH ST-SR 195)

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 YU YYU T043701C YYU-0(225)T  
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**ARIZONA DEPARTMENT OF TRANSPORTATION  
PARTICIPATION IN BOYCOTT OF ISRAEL CERTIFICATION FORM**

**Unless and until the District Court's injunction in Jordahl is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is no longer a mandatory part of the offer. Offers will not be evaluated based on whether this certification has been completed.**

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**This Certification is required in response to legislation enacted to prohibit the State from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the bid. The bidder understands that this response will become public record and may be subject to public inspection.**

**As defined by A.R.S. §35-393.01:**

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, Limited Liability Company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) Together with other investors that are not subject to this section.
  - (b) That are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All Bidders must select one of the following:**

\_\_\_\_\_ **The bidder does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.**

\_\_\_\_\_ **The bidder does participate in a boycott of Israel as defined by A.R.S. §35-393.01.**

By submitting this response, the bidder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

|                                                                   |                                                 |
|-------------------------------------------------------------------|-------------------------------------------------|
| _____<br>Company Name                                             | _____<br>Signature of Person Authorized to Sign |
| _____<br>Address                                                  | _____<br>Printed Name                           |
| _____<br>City                      State                      Zip | _____<br>Title                                  |

ARIZONA DEPARTMENT OF TRANSPORTATION  
**Forced Labor of Ethnic Uyghurs Ban Certification Form**

**Forced Labor of Ethnic Uyghurs Ban**

Please note that if any of the following apply to the Contractor, then the bidder shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

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**Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.**

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

**In compliance with A.R.S. §§ 35-394 et seq., all bidders must select one of the following:**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <p>The bidder <b><u>does not</u></b> use, and agrees not to use during the term of the contract, any of the following:</p> <ul style="list-style-type: none"><li>• Forced labor of ethnic Uyghurs in the People's Republic of China;</li><li>• Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or</li><li>• Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.</li></ul> |
| <input type="checkbox"/> | <p>The bidder <b><u>does</u></b> participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <input type="checkbox"/> | <p><b>Exempt Contractor.</b></p> <p>Select all statements that applies to this Contractor:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Contractor is a sole proprietorship;</li><li><input type="checkbox"/> Contractor has fewer than ten (10) employees; and/or</li><li><input type="checkbox"/> Contractor is a non-profit organization.</li></ul>                                                                                                                                                                                     |

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                                      State                                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title