

# ARIZONA DEPARTMENT OF TRANSPORTATION



## ADVERTISEMENT FOR BIDS SPECIAL PROVISIONS BIDDERS DOCUMENTS

SUBMITTED BY:

\_\_\_\_\_  
(Company or Firm Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Street Address - If Different From Above)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

Arizona Commercial License No. \_\_\_\_\_

License Classifications(s) \_\_\_\_\_

TRACS/Proj. No.:

0000 PN SUP T002201C HSIP-SUP-0(202)T  
TOWN OF SUPERIOR  
(Various Locations)

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

## **NOTICE**

### **TO ALL BIDDERS**

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

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

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

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

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

## **IMPORTANT**

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

# ARIZONA DEPARTMENT OF TRANSPORTATION

## ADVERTISEMENT FOR BIDS

BID OPENING: THURSDAY, JANUARY 26, 2017, AT 11:00 A.M. (M.S.T.)

TRACS NO 0000 PN SUP T002201C  
PROJ NO HSIP-SUP-0(202)T  
TERMINI TOWN OF SUPERIOR  
LOCATION VARIOUS LOCATIONS

ROUTE NO.	MILEPOST	DISTRICT	ITEM NO.
n/a	n/a	SOUTHEAST	Local-FA

The amount programmed for this contract is \$200,000. The location and description of the proposed work and the representative items and approximate quantities are as follows:

The proposed Sign Replacement project is located in Pinal County within the Town of Superior. The proposed work consists of replacing signs and some sign posts within the Town of Superior, and other related work.

REPRESENTATIVE ITEMS	UNIT	QUANTITY
Removal of Signs	Each	42
Sign Posts (Perforated) (2 ½ T)	L.Ft.	504
Warning, Marker, or Regulatory Sign Panel	Sq.Ft.	3,556
Flat Sheet Aluminum Sign Panel	Sq.Ft.	739
Street Sign Mounting Hardware	Each	405
Construction Surveying and Layout	L.Sum	1

The time allowed for the completion of the work included in this project will be 75 working days.

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

The minimum contract-specified goal for participation by Disadvantaged Business Enterprises in the work, as a percentage of the total amount bid, shall be 1.78.

Project plans, special provisions, and proposal pamphlets may be purchased in paper format from Contracts and Specifications Section, 1651 W. Jackson, Room 121F, Phoenix, AZ 85007-3217, (602) 712-7221. The cost is \$32.00, payable at time of order by cash, check, or money order. Please indicate whether a bid proposal package or a subcontractor/supplier set is desired. An additional fee of \$5.00 will be charged for each

set of Special Provisions requested which is not accompanied by the purchase of a related set of project plans. Checks should be made payable to the Arizona Department of Transportation. We cannot guarantee mail delivery. No refund will be made for plans or specifications returned.

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

<http://www.azdot.gov/business/ContractsandSpecifications/CurrentAdvertisements>.

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

This project is eligible for electronic bidding.

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

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

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

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

A proposal guaranty in the form of either a certified or a cashier's check made payable to the State Treasurer of Arizona for not less than ten percent of the amount of the bid or in the form of a surety (bid) bond for 10 percent of the amount of the bid shall accompany the proposal.

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

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

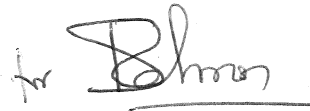
Arizona Department of Transportation  
Infrastructure Delivery and Operations Division  
Contracts and Specifications Section  
1651 West Jackson Street, Room 121F  
Phoenix, Arizona 85007-3217

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

Questions and comments concerning the bid package for this project shall be directed to the individuals noted below:

Engineering Specialist: Rik Richter RRichter.consultant@azdot.gov

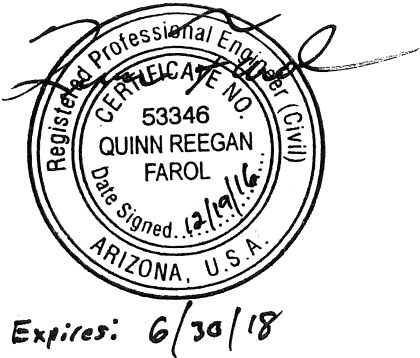
Construction Supervisor: Mindy Teague MTeague@azdot.gov

A handwritten signature in black ink, appearing to read "for Steve Beasley", written over a horizontal line.

STEVE BEASLEY,  
Engineer - Manager  
Contracts & Specifications Section

0000 PN SUP T002201C  
HSIP-SUP-0(202)T  
December 15, 2016

**SPECIAL PROVISIONS**  
**FOR**  
**ARIZONA PROJECT**



**0000 PN SUP T002201C**  
**HSIP-SUP-0(202)T**  
**TOWN OF SUPERIOR**  
**VARIOUS LOCATIONS**



**SIGN REPLACEMENT**

**PROPOSED WORK:**

The proposed Sign Replacement project is located in Pinal County within the Town of Superior. The proposed work consists of replacing signs and some sign posts within the Town of Superior, and other related work.

(SPC00FA, 09/21/16)

**SPECIFICATIONS:**

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

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

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

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

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

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

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

These Special Provisions,

Appendix A – Guidelines for Handling Sonoran Desert Tortoise Encountered on Development Projects & Sonoran Desert Tortoise Observation Form,

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

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

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

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

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

15, 1981, Revised September 7, 1983, Revised October 15, 1998, Revised January 1, 2005,-Revised August 1, 2005, and Revised March 1, 2015,

Wage Determination Decision,

Bidding Schedule,

**Included in the Proposal Pamphlet only:**

Proposal,

Surety (Bid) Bond, 12-1303,

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

Certification With Respect to the Receipt of Addenda,

Participation in Boycott of Israel Certification Form,

Disadvantaged Business Enterprise (DBE) Assurance,

**BID SUBMISSION:**

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

Proposal,

Bidding Schedule,

Surety (Bid) Bond, 12-1303,

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

Certification With Respect to the Receipt of Addenda.

Participation in Boycott of Israel Certification Form,

Disadvantaged Business Enterprise (DBE) Assurance,

**PROPOSAL GUARANTY:**

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

## **CONTRACT DOCUMENTS:**

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

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

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

Statutory Performance Bond, 12-1301, September, 1992

Statutory Payment Bond, 12-1302, September, 1992

Contract Agreement, 12-0912, August, 2000

Certificate of Insurance, 12-0100, June, 1998

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

## **COPIES OF PROJECT DOCUMENTS:**

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

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

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

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

## **MATERIAL AND SITE INFORMATION:**

Projects requiring materials, excavation, or site investigation may have additional information available concerning the material investigations of the project site and

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

**(EPRISE, 12/07/16)**

## **DISADVANTAGED BUSINESS ENTERPRISES:**

### **1.0 Policy:**

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

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

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

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

## 2.0 Assurances of Non-Discrimination:

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

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

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

## 3.0 Definitions:

- (A) **Commercially Useful Function (CUF):** Commercially Useful Function is defined fully in 49 CFR 26.55 which definition is incorporated herein by reference.
- (B) **Committed DBE:** A DBE that was identified by the contractor, typically on a DBE Affidavit, to meet an assigned DBE goal as a condition of contract award and performance, and includes any substitute DBE that has subsequently been committed work to meet the assigned contract goal.
- (C) **Disadvantaged Business Enterprise (DBE):** a for-profit small business concern which meets both of the following requirements:
- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
  - (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- (D) **Joint Check:** a two-party check between a subcontractor, DBE and/or non-DBE, a prime contractor and the regular dealer of material supplies.
- (E) **Joint Venture:** an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

- (F) **NAICS Code:** The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the US business economy.
- (G) **Non-DBE:** any firm that is not a DBE.
- (H) **Race Conscious:** a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.
- (I) **Race Neutral:** a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race neutral includes gender-neutrality.
- (J) **Small Business Concern:** a business that meets all of the following conditions:
- (1) Operates as a for-profit business;
  - (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
  - (3) Is independently owned and operated;
  - (4) Is not dominant in its field on a national basis; and
  - (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.
- (K) **Socially and Economically Disadvantaged Individuals:** any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
  - (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - (iii) "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

- (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

#### **4.0 Working with DBEs:**

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

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

#### **4.01 Mentor-Protégé Program:**

The Department has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling the requirements of 49 CFR Part 23. For guidance regarding this program, refer to the Mentor-Protégé Program Guidelines available on the BECO website.

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

## **5.0 Applicability:**

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

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

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

## **6.0 Certification and Registration:**

### **6.01 DBE Certification:**

Certification as a DBE shall be predicated on:

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

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

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

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

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

## **6.02 SBC Registration:**

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

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

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

## **7.0 DBE Financial Institutions:**

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

The Department encourages prime contractors to research the Federal Reserve Board website at [www.federalreserve.gov](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, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

## **10.0 Contractor and Subcontractor Requirements:**

### **10.01 General:**

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

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

### **10.02 DBE Liaison:**

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

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

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

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

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

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

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

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

**1.78 Percent**

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

## **13.0 Submission with Bids:**

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

- (1) The bidder has met the established DBE goal and arrangements with certified DBEs have been made prior to the submission of the bid, or
- (2) The bidder has been unable to meet the established DBE goal prior to the submission of the bid and has made good faith efforts to do so.

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

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

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

#### **14.0 Bidder Meeting DBE Goal:**

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

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

If the bidder indicates in the bid that it has met the DBE goal, the bidder shall submit a DBE Intended Participation Affidavit for each individual DBE it intends to use to meet the project DBE goal if the contract is awarded to their firm, and the Intended Participation Affidavit Summary as follows:

- (1) The DBE Intended Participation Affidavit for each individual DBE, and the Intended Participation Affidavit Summary must be received by BECO no later than 4:00 P.M. on the fifth calendar day following the bid opening. Copies of these forms are available from BECO at the address, phone number or website listed in DBE Subsection 4.0. The affidavits and Summary shall indicate that the bidder has met the DBE goal if this was indicated on the submittal with the bid.
- (2) The Intended Participation Affidavit Summary and the DBE Intended Participation Affidavit for each individual DBE must be accurate and complete in every detail and must be signed by an officer of the contractor(s). Percentages and dollar amounts must be accurate. Percentages shall be listed to two decimal places. The DBE Intended Participation Affidavit Summary must be submitted listing all the DBEs intended to be used and the creditable amounts.
- (3) A separate DBE Intended Participation Affidavit must be submitted for each DBE used to meet the goal of the project. The bidder shall indicate each DBE's name, a description of the work the DBE will perform, bid item number, proposed subcontract amount, and the NAICS code applicable to the kind of work the firm would perform on the contract. A list of certified DBEs with their respective NAICS codes can be located on the DBE Directory at AZ UTRACS website. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item. The intended DBE must complete and sign the form to confirm its participation in the contract.
- (4) The affidavits and summary may be submitted electronically through email to BECO.
- (5) A bidder must determine DBE credit in accordance with DBE Subsection 18 (Crediting DBE Participation Toward Meeting Goals). The affidavit will be reviewed, and approved or rejected by BECO.

- (6) Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP)-as of the deadline for bid submittal will be considered for DBE credit. It shall be the bidder's responsibility to ascertain the certification status of designated DBEs.
- (7) All DBE commitment amounts must be finalized between the DBE subcontractor and the bidder prior to the deadline for affidavit submittal. Bidders shall not inflate DBE awards in order to meet contract goals.
- (8) The bidder bears the risk of late submission or late delivery by the postal service or a delivery service. Affidavits and Summary received by BECO after 4:00 P.M. on the fifth calendar day following the bid opening will not be accepted.
- (9) Reduction of DBE commitments after affidavit submittal and prior to execution of the contract without good cause will result in the bid being rejected or the Department rescinding any award. Scheduling conflicts are not necessarily evidence of good cause as this should have been considered during pre-bid negotiations. The contractor is responsible for ensuring the DBE is available to meet the requirements of the contract.

All bidders are encouraged to submit the information described in this subsection. In the event that the low bid is rejected, the Department will consider award of the contract to the next responsible and responsive bidder. To be considered responsive, the bidder must have submitted the above information no later than five calendar days after bid opening.

#### **14.02 Failure to Comply:**

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

#### **15.0 Documented Good Faith Effort:**

##### **15.01 General:**

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

Failure to demonstrate good faith efforts to the satisfaction of ADOT will result in the rejection of the bid. In the event that the low bid is rejected, the Department will consider award of the contract to the next responsible and responsive bidder. To be considered responsive, the bidder must have submitted the information described in either Subsection 14 or 15 of this DBE special provision, no later than five calendar days after bid opening.

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

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

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

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

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

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

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

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

- (1) Contacting the Department's BECO prior to the submission of bids, either by email, or by telephone, to inform BECO of the firm's difficulty in meeting the DBE

goals on a given project, and requesting assistance. The bidder must document its contact with BECO, and indicate the type of contact, the date and time of the contact, the name of the person(s) contacted, and any details related to the communication. The contact must be made in sufficient time before bid submission to allow BECO to provide effective assistance. The bidder will not be considered to have made good faith efforts if the bidder failed to contact BECO.

- (2) Conducting market research to identify small business contractors and suppliers, and soliciting, through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. This may include attendance at pre-bid meetings and business matchmaking meetings and events, advertising and/or providing written notices, posting of "Notices of Sources Sought" and/or "Requests for Proposals" at reasonable locations, including the contractor's website, written notices or emails to all DBEs listed in the Department's directory of transportation firms that specialize in areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early in the acquisition process as practicable to allow DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
- (3) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- (4) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs in responding to solicitations.
- (5) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to the DBE subcontractors and suppliers, and to select those portions of work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided from the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform work.

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

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

- (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

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

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

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

#### **15.02 Failure to Comply:**

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

#### **15.03 Appeal and Protest of Good Faith Effort Determination:**

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

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

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

#### **16.0 Rejection of Low Bid:**

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

## **17.0 Payment Reporting:**

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

## **18.0 Crediting DBE Participation Toward Meeting Goals:**

### **18.01 General Requirements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the

performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **18.02 DBE Prime Contractor:**

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

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

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

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

#### **18.04 Notifying the Contractor of DBE Certification Status:**

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

#### **18.05 Police Officers:**

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

## **18.06 Commercially Useful Function:**

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

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

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

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

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

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

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

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

#### **18.07      Trucking:**

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

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

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

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

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

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

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

Example: DBE Firm X uses two of its own trucks on a contract. It leases three additional trucks from non-DBE Firm Z. Firm X uses 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. Credit will be allowed only for those lease costs related to the time each truck is devoted to the project.

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

#### **18.08 Materials and Supplies:**

The Department will credit expenditures with DBEs for material and supplies towards the DBE goal as follows. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies is credited. A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract, and of the general character described by the specifications.

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

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

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

#### **19.0 Effect of Contract Changes:**

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

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

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

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

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

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

#### **21.0 Required Provisions for DBE Subcontracts:**

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

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

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

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

## **22.0 Contract Performance:**

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

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

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

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

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

Use of every DBE listed on the DBE Intended Participation Affidavit Summary is a condition of this contract. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on the Intended Participation Affidavit Summary unless the contractor obtains the Department's written consent. The

contractor shall not be entitled to any payment for work or material that is not performed or supplied by the listed DBE, unless the Department has consented in writing.

### **23.0 Joint Checks:**

#### **23.01 Requirements:**

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

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

#### **23.02 Procedure and Compliance:**

1. The Business Engagement and Compliance Office must approve the agreement for the use of joint checks in writing before any joint checks are issued. The prime contractor shall submit a DBE joint check request form, available from the BECO

website, along with the joint check agreement, to BECO through email within seven calendar days from the time the subcontract is executed.

2. After obtaining authorization for the use of joint checks, the prime contractor, the DBE, and the supplier must retain documentation to allow for efficient monitoring of the agreement.
3. Copies of canceled checks must be submitted, with the payment information for the period in which the joint check was issued, electronically through email to BECO, and made available for review at the time of the onsite CUF review. The prime contractor, DBE, and supplier each have an independent duty to report to the Department in the case of any change from the approved joint check arrangement.
4. Any failure to comply will be considered by the Department to be a material breach of this contract and will subject the prime contractor, DBE, and supplier to contract remedies and, in the case of serious violations, a potential for termination of the contract, reduction or loss of prequalification, debarment, or other remedies which may prevent future participation by the offending party.

#### **24.0 DBE Termination/Substitution:**

##### **24.01 General Requirements:**

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

##### **24.02 Contractor Notice of Termination/Substitution:**

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

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

### **24.03 Contractor Request for Termination/Substitution:**

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

- 1) The date the contractor determined the DBE to be unwilling, unable, or ineligible to perform.
- 2) A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to contractor's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
- 3) A brief statement of the good faith efforts undertaken by the contractor to enable the DBE firm to perform.
- 4) The total dollar amount currently paid for work performed by the DBE firm.
- 5) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the contractor and the DBE firm have no dispute.
- 6) The projected date that the contractor requires a substitution or replacement DBE to commence work, if consent is granted to the request.
- 7) The DBE's response to the notice of intent to terminate. If there is no response from the DBE within the time allowed in the notice of intent to terminate, the contractor shall state that no response was received.

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

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

### **24.04 Good Cause:**

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

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

#### **24.05 DBE Termination/Substitution Good Faith Effort:**

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

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

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

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

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

#### **24.06 Sanctions:**

Failure by the contractor to carry out the requirements of the Department's DBE Termination/Substitution specifications is a material breach of contract and will result in such remedies as the Department deems appropriate, which will include, but are not limited to the assessment of liquidated damages. The Department will deduct from monies due or becoming due to the contractor, the dollar amount of the wrongfully substituted/replaced DBE subcontract plus 25 percent of the amount remaining to be paid to the DBE as liquidated damages. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

In determining whether liquidated damages will be assessed, the extent of the liquidated damages, or additional remedies assessed, the State Construction and Materials Engineer will consider whether there have been other violations on this or other contracts, whether the failure by the contractor to carry out the requirements of the Department's DBE Termination/Substitution was due to circumstances beyond the contractor's control, and other circumstances.

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

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

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

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

## **26.0 Sanctions for Not Meeting Contract DBE Goal:**

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

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

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

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

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

## GENERAL REQUIREMENTS:

### Availability of Documents:

Project documents will be available as shown below:

Documents	Paper Format	Electronic Format
Project Plans	X	X
Special Provisions	X	X
Proposal Pamphlet	X	X

Additional Documents (if available)		
Cross Sections		X
Earthwork Quantity Sheets		X
Other Reports		X
Existing Ground Digital Terrain Model (DTM)		X
Design Digital Terrain Model (DTM)		X

### **Documents in Electronic Format:**

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

In the case of any conflict or discrepancy between the project plans, specifications, or proposal pamphlet in paper and electronic format, the paper document shall govern.

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

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

The cross sections, earthwork quantity sheets, and other reports, if applicable, are provided only in PDF format. They are provided for information purposes and contractor convenience only. They are not part of the contract documents. The contractor's use of the information in the cross sections, earthwork quantity sheets, and other reports is at the contractor's sole risk. The Department makes no representation or warranties as to the compatibility, usability, or readability of the PDF documents with any system,

software, hardware, or application package other than that on which the files were originally saved. The contractor bears the sole risk of any modifications, manipulations, or alterations to the documents.

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

<http://www.azdot.gov/business/engineering-and-construction/CADD>.

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

### **Cargo Preference Act:**

#### **1.0 Description**

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

The requirements apply to items transported by ocean vessel.

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

Information related to the CPA is presented in "Cargo Preference Requirements – Questions and Answers" available from the FHWA at:

<https://www.fhwa.dot.gov/construction/cqit/cargo/qa.cfm>.

#### **2.0 Contract Requirements**

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

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material,

or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to both the Engineer and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

### **Bidders/Proposers List and AZ UTRACS Registration Requirements:**

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

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

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

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

### **Environmental Mitigation Measures:**

The following project-specific mitigation measures are required to address key environmental issues and other concerns that were identified as part of the plan development process. These mitigation measures are not subject to change without written approval from ADOT Environmental Planning:

- If suspected hazardous materials are encountered during construction, work shall cease at that location and the Engineer will be notified. The Engineer will contact the ADOT Environmental Planning hazardous materials coordinator (602) 920-3882

or (602) 712-7767 immediately, and make arrangements for assessment, treatment and disposal of those materials.

- The contractor shall comply with all local air quality and dust control rules, regulations and ordinances which apply to any work performed pursuant to the contract.
- If any Sonoran Desert tortoises are encountered during construction, the contractor shall adhere to the attached Arizona Game and Fish Department "Guidelines for Handling Sonoran Desert Tortoises encountered on Development Projects" revised September 22, 2014. If any tortoise is encountered during construction the contractor shall notify the Engineer to report the encounter. See Appendix A.
- To prevent the introduction of invasive species seeds, the contractor shall inspect all earthmoving and hauling equipment at the equipment storage facility. All vehicles and equipment shall be washed and free of all attached plant/vegetation and soil/mud debris prior to entering the construction site.
- To prevent invasive species from leaving the site, the contractor shall inspect all construction equipment and remove all attached plant/vegetation and soil/mud debris prior to leaving the construction site.
- If previously unidentified cultural resources are encountered during activity related to the construction of the project, the contractor shall stop work immediately at that location notify the Engineer and shall take all reasonable steps to secure the preservation of those resources. The Engineer will contact the ADOT Environmental Planning Historic Preservation Team, (602) 712-8636 or (602) 712-7767 immediately, and make arrangements for proper treatment of those resources.

### **Traffic Control Plan:**

The contractor shall submit a traffic control plan for each work activity to the Engineer for approval. Work activities that impact traffic shall not commence until the traffic control plan has been approved. The traffic control plan shall conform to the requirements of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition, the Arizona Supplement to the 2009 MUTCD, the Arizona Department of Transportation Traffic Control Design Guidelines 2010, the Standard Specifications, and contract documents.

The schedule and the related traffic control shall be developed such that access is maintained to all adjacent residences and businesses. The layout, format and content of the schedule shall be suitable for public release and acceptable to the Engineer. The schedule and related traffic control shall be updated as necessary.

The contractor shall obtain all necessary permits from the appropriate agencies prior to performing work within the public right-of-way.

In order to minimize impact to the traveling public, the contractor shall maintain all lanes of traffic on each roadway within the project limits on weekends, holidays, and as directed

by the Engineer, except as otherwise indicated. Traffic shall not be routed onto any lanes without positive guidance provided by appropriate traffic control devices.

Off-Duty Uniformed Law Enforcement officers and vehicles and changeable message boards shall be included as part of the contractor's traffic control when and where the Engineer determines they should be present. The Engineer will approve the messages on the changeable message boards, where used.

(101ABRV, 02/04/16)

**SECTION 101      DEFINITIONS AND TERMS:**

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

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

(101DEFN, 02/22/16)

**SECTION 101      DEFINITIONS AND TERMS:**

**101.02              Definitions:**

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

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

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

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

(102PREQ, 02/22/16)

**SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:**

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

**102.02 Prerequisites for Bidding:**

**(A) General:**

To submit a valid bid, the bidder must:

- (1) have prequalification from the Department as necessary for the project, in accordance with paragraph (B) of this Subsection, and
- (2) be included on the project Plansholder List as a Prime in accordance with paragraph (C) of this Subsection.

**(B) Prequalification of Bidders:**

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

**(C) Plansholder List:**

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

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

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

- (a) Go to the C&S Website.
- (b) Select “Current Advertisements”.
- (c) Identify the project of interest.
- (d) Click on the “Register” icon.
- (e) Select the “Bidder” or “Subcontractor/Vendor” radio button.
- (f) Complete all required fields.
- (g) Click “Save”. This submits the request to the Department.
- (h) If all required information is provided, the “ADOT C&S Advertisement Registration Confirmation Screen” will appear. An email will also be sent to the email address provided acknowledging the request.

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

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

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

#### **(D) Registration for Notifications:**

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

- (a) Go to the C&S Website.
- (b) Select “Current Advertisements”.
- (c) Identify the project of interest.

- (d) Click on the "Register" icon.
- (e) Select the "Other" radio button.
- (f) Select the "Yes" radio button in response to "Are you interested in registering to be notified about any changes made to this advertisement?"
- (g) Complete all required fields.
- (h) Click "Save". This submits the request to the Department.
- (i) If all required information is provided, the "ADOT C&S Advertisement Registration Confirmation Screen" will appear. An email will also be sent to the email address provided acknowledging the request.

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

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

## **SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:**

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

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

- (A) If that person or any officer, director, employee or agent of that person is convicted, in this State, or any other jurisdiction, of a crime involving any of the following elements or actions:
  - (1) Entering into any contract, combination, conspiracy or other unlawful act in restraint of trade or commerce;
  - (2) Knowingly and willfully falsifying, concealing, or covering up a material fact by trick, scheme, or device;
  - (3) Making false, fictitious, or fraudulent statements or representations;
  - (4) Making or using a false writing or document knowing it to contain a false, fictitious, or fraudulent statement or entry;
  - (5) Misrepresentation or false statement on any application for bonding;

- (6) Misrepresentation or false statement on any application for prequalification; or
- (B) If the Department makes a finding of any of the above or finds that the contractor is not a Responsible Bidder or a Responsible Contractor.
- (C) If the Department determines that a contractor, subcontractor, or supplier has repeatedly or willfully failed to comply with federal or state immigration laws.

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

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

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

**(102PRPMT, 02/22/16)**

## **SECTION 102      BIDDING REQUIREMENTS AND CONDITIONS:**

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

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

(102ISSPSL, 02/22/16)

**SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:**

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

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

- (A) Lack of competency or adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires required under Subsection 102.02.
- (B) Incomplete work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.
- (C) Failure to pay or settle satisfactorily all bills due for work on other contracts.
- (D) Failure to comply with any qualification regulations of the Department.
- (E) Default under previous contracts.
- (F) Unsatisfactory performance on previous work.
- (G) Entering into any contract, combination, conspiracy, or other unlawful act in restraint of trade or commerce.
- (H) Knowingly and willfully falsifying, concealing, or covering up a material fact by trick, scheme, or device.
- (I) Making false, fictitious, or fraudulent statements or representations.
- (J) Making or using a false writing or document knowing it to contain a false, fictitious, or fraudulent statement or entry.
- (K) Misrepresentation or false statement on any application for bonding.
- (L) Misrepresentation or false statement on any application for prequalification.

Lack of sufficient ability or integrity to complete the contract.

**(102EXAM, 02/22/16)**

**SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:**

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

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

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

**(102LOBY, 10/01/90)**

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

**(A) Lobbying:**

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

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL, "Disclosure Form to Report Lobbying", are available at ADOT Contracts and Specifications Services, 1651 W. Jackson, Room 121F, Phoenix, AZ 85007.

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

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

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

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

**(102IRPSL, 09/26/16)**

## **SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:**

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

- (A) Proposals may be considered irregular and may be rejected for any of the following reasons:
  - (1) If any of the proposal documents show unauthorized alterations of any kind.
  - (2) If the proposal contains conditional or uncalled-for alternate bids.

- (3) If the proposal documents contain erasures not initialed by the person or persons signing the proposal.
- (4) If there is a submission of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (5) If the bid is mathematically unbalanced.
- (6) If the bid is materially unbalanced.
- (7) If the bidder fails to sign the Participation in Boycott of Israel Certification form when submitting a bid in paper format.

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

- (B) Proposals will be considered irregular and will be rejected for any of the following reasons:
  - (1) If the bidder is not on the project Plansholder List as a Prime.
  - (2) If the proposal, bid bond or bidding schedule is on a form other than that furnished by the Department.
  - (3) If the bidder or surety fails to provide a proposal guaranty as specified in Subsection 102.12.
  - (4) If the bidder fails to sign the proposal when submitting a bid in the paper format.
  - (5) If the bidding schedule does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.
  - (6) If the bidder fails to meet the required goal for Disadvantaged Business Enterprises (DBE) established in the Special Provisions or show good faith effort as determined by the Department.

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

(102BOI, 09/26/16)

**SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:**

**102.17 Boycott of Israel:** is hereby added to the Standard Specifications:

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

- (1) 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
- (2) The bidder does participate in a boycott of Israel as defined in ARS 35-393.01.

The Department will not award the contract unless the bidder makes the certification described in subparagraph (1) of this Subsection.

(103RSBTY, 02/22/16)

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

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

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

- (A) Anti-competitive acts;
- (B) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires required under Subsection 102.02;
- (C) Incomplete work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded;
- (D) Failure to pay or settle satisfactorily all bills due for work on other contracts;
- (E) Failure to comply with any qualification regulations of the Department;
- (F) Default under previous contracts;
- (G) Unsatisfactory performance on previous work;
- (H) Knowingly and willfully falsifying, concealing, or covering up a material fact by trick, scheme, or device;
- (I) Making false, fictitious, or fraudulent statements or representations;

- (J) Making or using a false writing or document knowing it to contain a false, fictitious, or fraudulent statement or entry;
- (K) Lack of a proper contractor's license; or
- (L) Lack of sufficient ability or integrity to complete the contract.

**(103AWARD, 12/14/09)**

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

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

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

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

Licensing information is available from:

Registrar of Contractors  
3838 N. Central  
Suite 400  
Phoenix, AZ 85012  
Phone: (602) 542-1525  
[www.azroc.gov/office.html](http://www.azroc.gov/office.html)

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

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

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

The contractor shall develop traffic control plans that include the following requirements:

## Work Activity Traffic Control:

For sign replacement activities, traffic control shall conform to Figures 6H-3, 6H-6, 6H-18, and 6H-22 of the Manual on MUTCD, 2009 Edition.

The channelizing devices (28 inch cones or vertical panels) for lane tapers shall be at a maximum spacing of 40 feet. The channelizing devices separating the travel way from the work activities shall be at a maximum spacing of 80 feet. Spacing of channelizing devices in intersection areas should be 10 feet.

The contractor shall maintain pedestrian and vehicular access to each intersecting roadway, to all schools, businesses, residences, and other facilities alongside or adjacent to roadways within the project limits, except as otherwise indicated.

When traffic control devices are not in use, they shall be moved at least 30 feet from the roadway unless otherwise directed by the Engineer. In sections where there is sidewalk, curb, or guardrail, the contractor may move the devices behind these features so that the devices will not protrude into the roadway, sidewalk, or other path for pedestrians. This includes all sign supports without sign panels. Any sign panels which are not in use but which cannot be moved at least 30 feet from the roadway shall be covered so the public cannot read the legends. The contractor shall secure permission from the owners before placing or storing the devices on private property.

If the Engineer allows the contractor to reduce the speed limit during working hours, the contractor shall provide a speed limit sign at the end of the construction, which will indicate the speed limit prior to the reduction. The Engineer may omit the speed limit sign near the end of the construction on the roadway, if there is existing speed limit signing on the roadway within 1,500 feet of the end of the work zone. Each speed limit sign shall be 24" x 30". Unless otherwise permitted by the Engineer, any speed limit sign used as part of the construction signing shall indicate a speed limit. Any sign indicating a reduction in the posted speed limit shall be positioned as close as practicable to the area where the reduction in speed is necessary, not necessarily by the beginning of a lane closure taper, as determined by the Engineer.

Except as otherwise allowed by the Engineer, the contractor shall maintain left-turn and right turn opportunities at all intersections. Where the Engineer allows the contractor to prohibit left-turn opportunities, the contractor shall position two 24" x 24" R3-2 signs, one on each side of the intersection.

**(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.

**(105PLNS, 10/18/10)**

**SECTION 105            CONTROL OF WORK:**

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

All working drawings shall be 22 inches in height and 34 inches in length. There shall be 1 ¼ inch margins on the left and right sides, and ¾ inch margins on the top and bottom. A blank space, four inches wide by three inches high, shall be left inside the margin in the lower right hand corner. All drawings shall be made in such a manner that clear and legible copies can be made from them. When half-size copies are required, they shall be provided on standard 11 by 17 inch sheets.

**(105FNL, 12/07/16)**

**SECTION 105            CONTROL OF WORK:**

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

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

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

submitted and deemed acceptable by the Engineer and the Business Engagement and Compliance Office (BECO).

(106QCMAT, 05/03/16)

## **SECTION 106 CONTROL OF MATERIAL:**

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

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

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

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

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

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

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

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

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

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

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

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

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at [www.azdot.gov](http://www.azdot.gov). After accessing the Department's website, select "Business", "Engineering and Construction", "Construction and Materials", "Contractor Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

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

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

**(106CERT, 09/14/12)**

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

**106.05(A)**                **General:**

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

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

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

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

**106.05(B)**                **Certificate of Compliance:**

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

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.

- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

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

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

#### **106.05(C) Certificate of Analysis:**

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

**(106APL, 02/10/12)**

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

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

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

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

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

**(106DMAT, 02/15/11)**

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

**106.15 Domestic Materials and Products:**

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

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

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

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

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

(107INS, 07/10/12)

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

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

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

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

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

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

1. The contractor has provided a copy of these specifications to every broker who has obtained or filed a certificate of insurance and has communicated the necessity of compliance with these specifications to the broker; and
2. To the best of the contractor's knowledge, each certificate of insurance and each insurance coverage meets the requirements of these specifications.

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

(107SWRSP, 01/28/03)

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

**107.15              Contractor's Responsibility for Utility Property and Services:** of the Standard Specifications is revised to read:

**(A)              General:**

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through .29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall review copies of existing ADOT permits, subject to availability, prior to start of construction, to assist the contractor in determining the location of any utilities, which the Department may have record of and which are not otherwise shown in the contract documents. Utility locations obtained from the Department are for information only and shall not relieve the contractor of responsibility for identifying, locating and protecting any existing utility lines. Copies of permits may be obtained from the ADOT Area Permit Supervisor in the District in which a project is located.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104.02.

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107.15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

#### **(B) Contractor Qualifications for Water and Sewer Lines:**

Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil and/or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that

the personnel assigned to perform such work will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

- (1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:
  - (a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).
  - (b) Level of applicable formal training.
  - (c) Number of years of relevant experience in performing like construction.
- (2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.
- (3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.

- (4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

**(C) Protection of Existing Utility Lines:**

At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

**(1) Sewage Discharge Prevention Plan (SDPP):**

For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

- (1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.
- (2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.
- (3) Work located parallel to the pipe within the following areas:
  - (a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.
  - (b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe springline and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

**(2) Required Elements of the Sewage Discharge Prevention Plan:**

The following elements shall be addressed in the SDPP:

- (a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.
- (b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.
- (c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).
- (d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.

- (e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.
- (f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.
- (g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.
- (h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.
- (i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.
- (j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.
- (k) Describe the quality control procedures that will be used in the field.
- (l) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

### **(3) Sewage Discharge Prevention Plan Approval:**

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit

comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107.15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

**(D) Service Connections:**

**(1) General:**

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

**(2) Unidentified Water and Sewer Connections:**

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

**(E) Repairing Damaged Lines:**

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in

Subsection 107.15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

**(F) Sewage Discharge Damage Assessments:**

The Department will assess liquidated damages in accordance with the Table 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 liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages 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 for late completion of the project.

Liquidated damages assessed by the Department 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 1</b>		
<b>Liquidated Damages (each 24 hour period, or portion thereof)</b>		
Volume of Discharge	Raw Sewage or Industrial Wastewater	Treated Effluent
Less than 10,000 gallons	\$5,000.00	\$1,000.00
10,000-99,999 gallons	\$10,000.00	\$2,000.00
100,000-1 million gallons	\$25,000.00	\$3,000.00
Greater than 1 million gallons	\$40,000.00	\$5,000.00

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (A) Stopped the discharge.
- (B) Repaired the damaged pipe.
- (C) Restored normal service.
- (D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

**REDUCTION OF LIQUIDATED DAMAGES:** Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages 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 A, B, and C 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:	\$10,000.00
Second 24-hour period:	\$10,000.00
Third 24-hour period:	\$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

(107UTIL, 11/01/16)

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

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

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

At least two working days prior but no more than 15 working days prior to commencing excavation, the contractor shall contact Arizona 811, between the hours of 6:00 a.m. and

5:00 p.m., Monday through Friday, excluding holidays, for information relative to the location of buried utilities. The contractor can call 811 from anywhere in Arizona or can contact Arizona 811 at the number below:

Projects Outside Maricopa County

(800) 782-5348

Contractors can also create and manage utility locate tickets online by using the Arizona 811 E-Stake tool at [www.arizona811.com](http://www.arizona811.com).

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

### **SOUTHEAST DISTRICT**

#### **Globe Area:**

(928) 402-5600

(928) 402-5608

Hwy. 60, Box 2717

Globe, AZ 85502

#### **Safford Area:**

(928) 432-4916

(928) 402-5608

2082 East US Hwy. 70

Safford, AZ 85546

### **UTILITIES, GENERAL:**

It shall be the contractor's responsibility to determine the exact location of the utilities, in accordance with blue stake law, prior to any construction operations at least two working days prior to commencing any work on the project. After the utilities have marked their facilities, the contractor shall coordinate with all affected utilities to adjust the sign and cantilever installation locations to the extent possible to mitigate conflicts.

The following is a list of Utility Companies in the Town of Superior that need to be notified:

#### **Arizona Public Service (APS) – Electric**

Contact: Bryan Goslin

Phone: 928-200-0061

e-mail: [bryan.goslin@aps.com](mailto:bryan.goslin@aps.com)

#### **Arizona Department of Transportation (ADOT) – Storm Drain / Culverts**

Contact: Wayne Grainger

Phone: 928-402-5615

e-mail: [wgrainger@azdot.gov](mailto:wgrainger@azdot.gov)

**Town of Superior - Sewer**

Contact: Bob Hanus Allied Waste Sevices

Phone: 602-327-3460

e-mail: wetrhanus@aol.com

**Arizona Water Company - Water**

Contact: Steve Darling

Phone: 602-615-1142

e-mail: [sdarling@azwater.com](mailto:sdarling@azwater.com) cc: Erv Earl – [eearl@azwater.com](mailto:eearl@azwater.com)

**CenturyLink – Fiber Optic / Telephone**

Contact: Rick Peters

Phone: 520-730-7760

e-mail: [rick.peters@centurylink.com](mailto:rick.peters@centurylink.com)

**Southwest Gas (SWG) - Gas**

Contact: Field Coordinator

Phone: 877-860-6020

e-mail: [swengplanssubmital@swgas.com](mailto:swengplanssubmital@swgas.com)

**Power Lines:**

The project has a network of underground and overhead power lines. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

- A. Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21, .22, .24, .26 and .28).
- B. Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41-.45).
- C. The Occupational Safety and Health Administration.
- D. The National Electric Safety Code.

(107FINA, 09/19/12)

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

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

**(A) General:**

The contractor and all subcontractors shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract

during the duration of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

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

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

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

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

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

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

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

**(C) Compliance Verification:**

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

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

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

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

**(D) Sanctions for Non-Compliance:**

For purposes of this paragraph, non-compliance refers to either the contractor's or subcontractor's failure to follow immigration laws or to the contractor's failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. At a minimum, the Department will reduce the contractor's compensation by \$10,000 for the initial instance of non-compliance by the contractor or a subcontractor. If the same contractor or subcontractor is in non-compliance within two years from the initial non-compliance, the contractor's compensation will be reduced by a minimum of \$50,000 for each instance of non-compliance. The third instance by the same contractor or subcontractor within a two year period may result, in addition to the minimum \$50,000 reduction in compensation, in removal of the offending contractor or subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default.

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

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

After the minimum one-year suspension, contractors, subcontractors, and suppliers may be considered eligible to participate in Department contracts, but only after successful demonstration, to the satisfaction of the Department, that their hiring practices comply with the requirements specified herein. If considered eligible, contractors shall be required to re-apply for prequalification and be accepted prior to bidding on Department contracts. Subcontractors interested in bidding on Department contracts as prime contractors shall also be required to re-apply for prequalification and be accepted prior to bidding. For purposes of considering suspension:

- (1) non-compliance by a subcontractor does not count as a violation by the contractor.
- (2) the Department will count instances of non-compliance on other Department contracts.

The sanctions described herein are the minimum sanctions; in case of major violations the Department reserves the right to impose any sanctions up to and including

termination, revocation of prequalification, and prohibition from participation in Department contracts, regardless of the number of instances of non-compliance.

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

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

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

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

(108SUBLT, 02/22/16)

## SECTION 108 PROSECUTION AND PROGRESS:

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

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

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

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

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

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

- (a) The Engineer receives a copy of the subcontract or lower tier subcontract, and
- (b) The AZUTRACS Registration Number for the subcontractor has been provided.

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

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

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

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

(108PRCN, 05/03/16)

**SECTION 108 PROSECUTION AND PROGRESS:**

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

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

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

(108TIME, 10/12/01)

**SECTION 108 PROSECUTION AND PROGRESS:**

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

The time allowed for the completion of the work included in the contract will be **75 working days**.

(108FCWT, 07/01/14)

**SECTION 108 PROSECUTION AND PROGRESS:**

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

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

(109FORCE, 02/20/08)

**SECTION 109 - MEASUREMENT AND PAYMENT:**

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

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

(109RET, 06/09/16)

**SECTION 109 MEASUREMENT AND PAYMENT:**

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

If satisfactory progress is being made, the contractor will receive a payment each month based on the amount of work completed during the preceding month. The Department will prepare a draft monthly estimate for review by the contractor. The contractor shall work with the Engineer to finalize the monthly estimate. When the Engineer and the contractor have reached agreement, the final monthly estimate will be prepared and signed by the contractor and the Engineer. The contractor's signature constitutes a

certification that the work was satisfactorily performed, meets the specifications, and the quantities reported are accurate regardless of whether the work was performed by the contractor or a subcontractor. The Engineer will submit signed monthly estimate for payment.

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

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

**(1) Retention:**

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

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

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

**(3) Partial Payment:**

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

**(4) Final Payment:**

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

**(5) Payment Reporting and Sanctions:**

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

The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

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

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

**(6) Completion of Work:**

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

**(7) Disputes:**

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

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

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

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

**(8) Non-compliance:**

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

- (a) Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.
  - (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
  - (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
  - (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- (b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one

project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the Department may, in addition, invoke the following remedies:

- (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the requirements of paragraph (a) above,
- (ii) Terminate the contract for default in accordance with Subsection 108.10, and/or
- (iii) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations.

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

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

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

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

addition to all other retention or liquidated damages provided for elsewhere in the contract.

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

**ITEM 2020047 -      REMOVAL OF SIGNS:**

**Description:**

The work under this item shall consist of removing existing sign panel(s), hardware, its associated post, foundation and filling all voids, restoring any disturbed ground and disposing of the sign panel and post, in accordance with all local ordinances.

**Construction Requirements:**

Existing ground mount signs shall not be removed until new signage is in place or until authorized by the Engineer.

The removal of the sign panels shall be in accordance with the requirements of Subsection 202-3.06 of the Standard Specifications.

Backfill and compaction shall be in accordance with Subsection 202-3.01 of the Standard Specifications. The contractor shall restore any landscape disturbance by the sign removals at the location of the sign removal.

**Method of Measurement:**

Removal of Signs will be measured by the unit for each sign or sign assemblies mounted on a common sign post.

**Basis of Payment:**

The accepted quantity of Removal of Signs, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place, including all hardware and incidentals necessary to complete the work as specified herein, removal and disposal of the sign foundations and as shown on plans and specified herein.

**ITEM 6070038 -      SLIP BASE (FOR 2 ½ T POST):**

**Description:**

The work under this item shall consist of installing slip bases in accordance with the project plans and the requirements of these specifications.

**Materials:**

All materials for the slip bases shall be new.

**Method of Measurement:**

Slip Base (2 ½ T) will be measured by the unit for each slip base installed.

**Basis of Payment:**

The accepted quantities of Slip Base (2 ½ T), measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the project plans.

(608PANEL, 01/26/16)

**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:

- Extruded Aluminum Sign Panels with Direct-Applied, Digitally-Imaged, or Demountable Characters
- Flat Sheet Aluminum Sign Panels With Direct-Applied, Digitally-Imaged, Electronic-Cut, or Screen-Printed Characters
- Warning, Marker, and Regulatory Sign Panels
- Route Shields for Installation on Sign Panels
- EXIT ONLY Panels for Installation on Sign Panels

**608-2.01 General:** of the Standard Specifications is modified to add:

Signs shall be fabricated in accordance with the recommendations established by the manufacturer of the sign sheeting. All processes and materials used to make a sign shall in no way impact the performance, uniform appearance (day and night), or durability of the sheeting, or invalidate the sign sheeting manufacturers' warranty.

All sheeting used for background and legend shall be from the same manufacturer. Sign panels shall not be overlaid.

All text and numerals shall all be installed at the same orientation: either zero degrees or 90 degrees.

Design of letters and numbers shall be in accordance with the project plans with a tolerance of  $\pm 1/16$ th of an inch.

The contractor shall not paint the bolts or the washers unless otherwise specified.

**608-2.02 Extruded Aluminum Sign Panels With Demountable Characters:**  
the title of the Standard Specifications is revised to read:

**608-2.02 Extruded Aluminum Sign Panels With Direct-Applied, Digitally-Imaged, or Demountable Characters:**

**608-2.02 Extruded Aluminum Sign Panels With Demountable Characters:**  
the third paragraph of the Standard Specifications is revised to read:

The letters, numerals, symbols, borders and other features of the sign message shall be direct-applied, digitally-imaged, or demountable, and shall conform to the requirements of Subsection 608-2.14, Demountable Characters, Subsection 608-2.15, Screen-Printed, Direct-Applied, or Electronic-Cut Characters, or Subsection 608-2.16, Digitally-Imaged Characters.

**608-2.07 Flat Sheet Aluminum Sign Panels With Direct-Applied or Silk-Screened Characters:** the title and text of the Standard Specifications are revised to read:

**608-2.07 Flat Sheet Aluminum Sign Panels With Direct-Applied, Digitally-Imaged, Electronic-Cut, or Screen-Printed Characters:**

Panels shall be fabricated from 0.125-inch thick 5052-H36, or 5052-H38 Aluminum Alloy conforming to the requirements of ASTM B 209.

Panel facing shall be prepared and covered with retroreflective sheeting in accordance with the recommendations of the sheeting manufacturer. The color of the sheeting shall be as specified on the plans or as shown in the Manual of Approved Signs.

All surfaces not covered shall be etched to reduce glare from reflected sunlight.

The retroreflective sheeting shall conform to the requirements of Section 1007. Splicing of retroreflective sheeting shall not be allowed on sign panels having a minimum dimension up to and including four feet.

Messages shall be reflectorized white or, if called for on the plans, opaque black, and shall be produced by either screen printing, direct-applying, digital imaging, or electronic cutting, as specified under Subsections 608-2.15 and 608-2.16.

**608-2.09            Warning, Marker, and Regulatory Sign Panels:** of the Standard Specifications is revised to read:

Panels shall be fabricated from flat sheet aluminum and shall be reflectorized as specified herein.

Panels shall be fabricated in one piece from 0.125-inch thick 5052-H36, 5052-H38, or 6061-T6 Aluminum Alloy conforming to the requirements of ASTM B 209.

All surfaces of panels to be covered with retroreflective sheeting shall be prepared in accordance with the recommendations of the sheeting manufacturer. Surfaces not covered shall be etched to reduce glare from reflected sunlight. Retroreflective sheeting shall conform to the requirements of Section 1007.

Warning signs shall be reflectorized with fluorescent yellow retroreflective sheeting.

Regulatory signs shall be reflectorized with white retroreflective sheeting.

Reflectorized red signs shall be reflectorized with white retroreflective sheeting. The red color shall be produced by screen printing.

Regulatory signs with reflectorized red circles and slashes shall be reflectorized with white retroreflective sheeting. The red color shall be produced by screen printing.

Interstate route markers shall be cut to shape. The colors and legend shall be as shown on the plans and shall be reflectorized with white retroreflective sheeting. The Interstate route colors shall be screen-printed. The numerals may be screen-printed, electronic-cut, or direct-applied characters.

United States, State Route, and Cardinal Direction markers shall be reflectorized with white retroreflective sheeting unless otherwise shown on the plans.

Splicing of retroreflective sheeting shall not be allowed on sign panels having the minimum dimension up to and including four feet.

**608-2.11            Route Shields (For Installation on Sign Panels):** of the Standard Specifications is revised to read:

Route shields may be demountable, direct-applied, or digitally-imaged.

Demountable route shields shall be cut to shape and shall consist of 0.063-inch thick, 5052-H36, or 5052-H38 Aluminum Alloy conforming to the requirements of ASTM B 209. The aluminum shall be degreased and etched in accordance with the recommendations of the sheeting manufacturer. Retroreflective sheeting shall be white and shall conform to the requirements of Section 1007. Route shields shall be attached to the sign panel with self-plugging aluminum blind rivets.

**608-2.12 EXIT ONLY (For Installation on Sign Panels):** the title and text of the Standard Specifications are revised to read:

**608-2.12 EXIT ONLY Panels (For Installation on Sign Panels):**

EXIT ONLY panels may be demountable, direct-applied, or digitally-imaged. Demountable EXIT ONLY panels shall be attached to the sign panel with self-plugging aluminum blind rivets.

Demountable EXIT ONLY panels shall be fabricated from 0.063-inch thick, 5052-H36 or 5052-H38 Aluminum Alloy conforming to the requirements of ASTM B 209 with fluorescent yellow retroreflective sheeting adhered to the face side. The aluminum shall be degreased and etched in accordance with the recommendations of the sheeting manufacturer. Retroreflective sheeting shall conform to the requirements of Section 1007.

**608-2.13 Retroreflective Sheeting, Inks and Opaque Film:** the second and third paragraphs of the Standard Specifications are hereby deleted.

**608-2.14(A) General:** the second paragraph of the Standard Specifications is revised to read:

Flat sheet aluminum substrates used for characters and borders shall be either aluminum alloy 3105-H14, 3003-H14, 5052-H36, or 5052-H38 as specified in ASTM B 209. Characters produced from the flat sheet aluminum alloy shall sit flat on the face of the sign panel without visible gap or deformation.

**608-2.14(B) Sheeting and Colors:** the third, fourth, and fifth paragraphs of the Standard Specifications are revised to read:

The color for demountable letters, numbers, symbols, and route shields on green, blue, and brown background signs shall be white, and shall conform to the requirements of Section 1007. Demountable legends on white and yellow background signs shall be black, and shall be opaque and non-reflective. Black characters shall be finished with laminated black opaque acrylic film.

When borders are used with demountable characters, white legend and border shall be used on green, blue, or brown sign backgrounds, and black legend and border shall be used on white or yellow sign backgrounds. Sign sheeting conforming to Section 1007 shall be used for white borders. Black borders shall be laminated black opaque acrylic film.

Laminated black opaque acrylic film to be used for characters or borders, as specified above, shall be applied in accordance with the coating manufacturer's recommendations. The contractor shall provide copies of any warranties provided by the manufacturer to the Engineer.

**608-2.15            Silk-Screened or Direct-Applied Characters:** the title and text of the Standard Specifications is revised to read:

**608-2.15            Screen-Printed, Direct-Applied, and Electronic-Cut Characters:**

Screen-printed letters, numerals, arrows, symbols, and borders, shall be applied on the retroreflective sheeting background of the sign by direct or reverse screen process. Messages and borders of a color darker than the background shall be applied to the retroreflective sheeting by direct process. Messages and borders of a color lighter than the sign background shall be produced by the reverse screen process.

Opaque or transparent colors, inks, and paints used in the screen process shall be of the type and quality recommended by the manufacturer of the retroreflective sheeting.

The screening shall be performed in a manner that results in a uniform color and tone, with sharply defined edges of legends and borders and without blemishes on the sign background that will affect intended use.

Signs, after screening, shall be air dried or baked in accordance with the manufacturer's recommendations to provide a smooth hard finish. Any signs on which blisters appear during the drying process will be rejected.

Direct-applied letters, numerals, symbols, borders, and other features of the sign message shall be cut from black opaque or retroreflective sheeting of the color specified and applied to the retroreflective sheeting of the sign background in accordance with the instructions of the manufacturer of the retroreflective sheeting.

Direct-applied legend may be moved vertically 1/2 inch to avoid placing only a small amount of material over the adjacent extruded panel. The bottom of all characters for a line of legend shall line up within 1/8 of an inch.

Electronic-cut characters shall be cut from translucent acrylic sheeting using computerized automated cutting processes.

**608-2                Materials:** of the Standard Specifications is modified to add:

**608-2.16            Digitally-Imaged Characters:**

Digitally-imaged characters shall consist of characters produced through ultraviolet jet-printing or thermal transfer. Signs with digitally-imaged characters shall be manufactured using matched component ink, transparent electronic-cuttable film, and/or overlay film as supplied by the reflective sheeting manufacturer. For digitally-imaged copy on white sheeting, the coefficient of retroreflection shall be not less than 70 percent of the original values for the corresponding integral color. When characters are spread over two adjacent extruded panels, the characters shall align with each other within 1/16th of an inch.

**608-3.01            Fabrication:** of the Standard Specifications is modified to add:

During fabrication of the sign panels, the contractor shall ensure the bolt holes on each sign panel are placed so the holes will not coincide with any legend and any bolts, washers, or other hardware used will not cover any portion of the legend. If the bolt holes on a sign panel do not comply with these requirements, the Engineer may reject the sign panel or accept the sign panel and require the contractor to paint the bolts, washers, and any hardware coinciding with the sign legend to match the color of the legend.

**608-3.02            Installation of Sign Panels:** of the Standard Specifications is revised to read:

The sign panels shall be installed on overhead sign structures and roadside sign supports in accordance with the details shown on the plans and in accordance with the recommendations of the manufacturers of the sign panel components.

Minor scratches and abrasions resulting from fabrication, shipping and installation of panels may be patched; however, patching shall be limited to one patch per 50 square feet of sign area with the total patched area being less than five percent of the sign area. Panels requiring more patching than the specified limit will be rejected. Patches shall be edge sealed by a method approved by the retroreflective sheeting manufacturer.

Sign panels shall be attached to the posts with hex head bolts as shown in the Standard Drawings; slotted head bolts shall not be used. A cadmium-plated or zinc-plated fender washer shall be placed between the bolt head and panel face.

For flat sheet panels, bolts shall be fastened with a cadmium-plated or zinc-plated fender washer and two standard nuts. Nylon washers shall not be used. The fender washer shall be placed against the sign post, the first nut shall be tightened against the fender washer, and the second nut shall be tightened against the first nut. Bolts shall be tightened from the back by holding the bolt head stationary on the face of the panel. Twisting of the bolt head on the panel face will not be allowed.

The contractor shall provide two copies of a detailed list of all new signs installed on the project to the Engineer. The list shall include the sign identification code, the date each sign was installed (month and year), the fabricator of the sign, and the materials used to make the sign (manufacturer, type of sheeting, ink and film). The list shall be provided in a commonly used electronic spreadsheet format, such as EXCEL, and the two copies shall be submitted on CD-ROM disks. Signs shall be listed in numerical order by route, direction, and milepost and, where more than one sign is installed at the same general location, a letter subscript.

Sign panels within the same sign assembly shall be placed at the same orientation along the roadway so that the entire legend of the signs appear uniform under normal viewing conditions, both day and night.

Upon fabrication or installation of each sign, the contractor shall place information on the back of the sign showing the sign identification code, the sign fabricator, the

manufacturer of the sheeting used, and the month and year of the installation. The formatting of the required information shall be as shown on the standard drawings. The information shall be positioned to be readily visible from a vantage point outside the flow of traffic and not obstructed by sign posts, extrusions, stringers or brackets. All letters shall be made of a long life material such as a black opaque acrylic film. Signs not marked as required will not be eligible for payment.

Temporary traffic control signs are exempt from the installation information requirement unless noted otherwise on the project plans.

**608-3.04**            **Inspection:** the second paragraph of the Standard Specifications is revised to read:

Each sign panel face shall be cleaned thoroughly just prior to the inspection by a method recommended by the manufacturer. The cleaning material shall in no way scratch, deface or have any adverse effect on the sign panel components.

**608-4**            **Method of Measurement:** of the Standard Specifications is revised to read:

Sign panels will be measured by the square foot for each type or types of sign panels furnished and installed. Individual sign panels will be measured to the nearest 0.1 square foot. The total area of each type of sign panel will be summed and rounded to the nearest square foot.

The area of each sign panel, except for warning, regulatory and marker sign panels, will be measured per plans dimensions.

For warning, regulatory and marker sign panels, the area of each sign panel will be determined as follows:

The areas of each rectangular, square or triangular sign panel will be determined from the dimensions shown on the plans.

The area of irregular shaped signs, such as stop signs and route markers, will be determined by multiplying the maximum height in feet by the maximum width in feet, using the dimensions shown on the plans.

Miscellaneous Work (Sign Panels) will be measured on a lump sum basis.

**608-5**            **Basis of Payment:** first and second paragraphs of the Standard Specifications are revised to read:

The accepted quantities of each type of sign panel designated in the bidding schedule, measured as provided above, will be paid for at the contract unit price per square foot, complete in place, regardless of the type of sheeting or type of character used on the sign panel. Payment shall be made on the total area of each type of sign panel to the nearest square foot.

No additional payment will be made for signs with sheeting applied to both sides, the cost being considered as included in the contract unit price for the sign panel.

No measurement or payment will be made for Route Shields and EXIT ONLY Panels (for installation on sign panels), the cost being considered as included in the contract unit price for the sign panel.

**(701DETRM, 11/01/16)**

## **SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:**

**701-1 Description:** the first and third paragraphs of the Standard Specifications are revised to read:

The work under this section shall consist of providing flagging services and pilot trucks, and furnishing, installing, maintaining, moving and removing barricades, warning signs, lights, signals, cones, and other traffic control devices to provide safe and efficient passage through and/or around the work and to protect workers in or adjacent to the work zone. The work shall be done in accordance with the requirements of Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) and the associated Arizona Department of Transportation supplement. When referred to herein, these documents will be referred to as MUTCD and associated ADOT Supplement.

When a traffic control plan is included in the project plans, this plan shall govern unless an alternate plan, acceptable to the Engineer, is submitted by the contractor. If no traffic control plan is provided or if the contractor desires to deviate from the provisions for maintaining traffic as described in this section, it shall submit to the Engineer for approval a proposed sequence of operations and a compatible method of maintaining traffic.

The contractor's submittal shall be prepared by an individual meeting one of the following criteria:

- (a) Has successfully completed a recognized traffic control supervisor training and certification program. The traffic control supervisor training and certification provided by the American Traffic Safety Services Association (A.T.S.S.A.) or the International Municipal Signal Association (IMSA) shall be acceptable. Training and certification through other programs must be approved in advance by the Engineer. The individual's training and certification shall be current and must be valid throughout the duration of the project. In order to remain current with the Department, training and certification shall be completed or renewed at least once every four years.
- (b) Be a licensed professional engineer registered in the State of Arizona and have completed an approved traffic control supervisor training program, as specified in Subsection 108.03. The training shall be current and must be valid throughout the duration of the project. In order for the training to

remain current with the Department, it shall be completed or renewed every four years.

The contractor shall submit proof of the proposed individual's credentials at the preconstruction conference. The contractor bears all responsibility for any such contractor-submitted traffic control plan, whether prepared by its direct employee or other individual.

The contractor's proposal shall be submitted early enough to allow at least two weeks for review and approval before use of the proposed traffic control plan.

**701-2.01(B)(1) General Requirements:** item (d) of the second paragraph of the Standard Specifications is revised to read:

- (d) The name, title and signature of a person having legal authority to bind the manufacturer or supplier of the Category I and II devices. The binding authority shall be in accordance with the applicable requirements of Subsection 106.05(B).

**701-2.03 Temporary Concrete Barrier:** the second paragraph of the Standard Specifications is revised to read:

The contractor shall provide, at the preconstruction conference, a certificate of compliance, conforming to the requirements of Subsection 106.05, stating that any temporary concrete barrier to be used on the project conforms to Signing and Marking Standard Drawing C-3. The contractor shall include the project number on the submittal.

**701-2.04 Temporary Impact Attenuation Devices:** the second paragraph of the Standard Specifications is revised to read:

Temporary impact attenuation devices shall also meet evaluation criteria for Test Level 3 per NCHRP (National Cooperative Highway Research Program) Report 350, or for Test Level 3 per MASH (AASHTO Manual for Assessing Safety Hardware). The contractor shall provide, at the preconstruction conference, a certificate of compliance, conforming to the requirements of Subsection 106.05, certifying that any temporary impact attenuation devices to be used on the project will meet the above requirement. The contractor shall include the project number on the submittal.

**701-2.08 Barricades:** the title and second paragraph of the Standard Specifications are revised to read:

**701-2.08 Barricades and Other Channelizing Devices:**

All sheeting for barricades and other channelizing devices shall conform to the requirements of Section 1007.

### **701-3 Construction Requirements:**

**701-3.01 General:** the second paragraph of the Standard Specifications is revised to read:

At the pre-construction conference, the contractor shall provide the Engineer with the name of the contractor's employee who is responsible for implementing, monitoring, and altering, as necessary, the traffic control plan. The Engineer will then advise the local law enforcement agency having jurisdiction, of the names of the contractor's representative and a representative of the Department who will act in a similar capacity. The contractor's designee shall be available at any time to respond to calls involving damage or displacement to barricades, lights, signs and other devices resulting from vandalism, traffic accident or other causes.

### **701-3.05 Temporary Pavement Markings (Application and Removal):**

**(C) Preformed Pavement Markings:** the first paragraph of the Standard Specifications is revised to read:

Preformed pavement markings for temporary applications shall be Type II (Temporary-Removable) and III (Temporary-Nonremovable) and shall conform to the requirements of Section 705 of the specifications.

**701-3.07 Truck-Mounted Attenuator:** the title and text of the Standard Specifications are revised to read:

### **701-3.07 Truck-Mounted and Trailer-Mounted Attenuators:**

The contractor shall provide trucks and truck-mounted attenuators, or trailer-mounted attenuators and host vehicles, at the locations shown on the project plans and/or as directed by the Engineer.

Attenuators shall meet either NCHRP Report 350, Test Level 3 criteria, or MASH (Manual for Assessing Safety Hardware), Test Level 3 criteria, passing both mandatory and optional tests. The truck and attenuator combination shall only be used in the configuration tested. Either the truck or attenuator shall have a sequential arrow display panel or changeable message board.

Attenuators that require chocking or blocking of the vehicle to meet NCHRP Report 350 or MASH certification shall not be used.

Attenuators shall have rear-mounted, retroreflective chevron stripes and a standard trailer lighting system, including brake lights, turn signals, ICC-bar lights, and two yellow rotating beacons, strobe lights, or LED lights mounted on opposite rear corners of the truck or attenuator approximately 4-1/2 feet above the bottom of the tires. A Type C arrow panel or changeable message board shall be provided and shall be installed in accordance with the NCHRP 350/ MASH Crashworthiness Certification or FHWA Letter of Acceptance. There shall be a minimum of seven feet from the roadway to the bottom of the panel or

board. Frame work shall be an integral part of the truck and be permanently mounted in such a way as to prevent the unit from separating from the truck in the case of a collision.

For each proposed truck-mounted or trailer-mounted attenuator, the contractor shall provide a Certificate of Compliance, in accordance with Subsection 106.05, to the Engineer for approval prior to use. For truck-mounted attenuators, the certificate shall also include the certified weigh bill for the truck, and for trailer-mounted attenuators the certificate shall state the minimum weight for the host vehicle. The certificate shall state that the attenuator meets the specified criteria, and shall clearly state the roll-ahead distance. When trucks require ballasting to comply with NCHRP 350/MASH Crashworthiness Certifications, the contractor shall provide a letter from the owner supplying the attenuator and truck stating that the ballast is in compliance with the manufacturer's recommendations and that it is anchored to the truck frame. The letter shall be on the supplier's official company letterhead and shall include:

- (1) the current name, address, and phone number of the supplier of the attenuator,
- (2) a statement that the individual signing the letter has the legal authority to bind the supplier,
- (3) the name, title and signature of the responsible individual, and
- (4) the date of the signature.

A copy of the Certificate of Compliance, and if required, the letter regarding ballast shall be kept in the truck cab or host vehicle, available for immediate inspection when requested by the Engineer.

When in use for attenuation, trucks shall be used exclusively for attenuators. When in use for attenuation, such trucks shall not be used to carry or store equipment or devices, secured or unsecured. No modification in configuration or use shall be allowed without a resubmitted certified weigh bill for the Engineer's approval.

Truck-mounted or trailer-mounted attenuators used as shadow vehicles per the MUTCD shall be positioned at a distance greater than the roll-ahead distance in advance of the workers or equipment being protected so that there will be sufficient distance, but not so much that errant vehicles will travel around the shadow vehicle and strike the protected workers and/or equipment.

The contractor shall cease operations when a truck-mounted or trailer-mounted attenuator is damaged. The contractor shall not resume operations until the attenuator has been repaired or replaced, unless authorized by the Engineer.

**701-3.08 Changeable Message Board:** of the Standard Specifications is revised to read:

Changeable message boards shall be furnished and maintained by the contractor at the locations shown on the plans and as specified by the Engineer. The operations and messages programmed into the board controller shall be as directed by the Engineer. The changeable message board shall be a complete and operational portable unit which shall consist of a wheeled trailer with an adjustable, changeable message board, board message controller and self-contained power supply.

The power supply for the changeable message board shall be a fully independent self-contained trailer-mounted system. The changeable message board power supply shall be battery operated and rechargeable from a solar panel mounted above the changeable message board.

The message characters shall be delineated by either electromagnetically actuated reflective dots or optically enhanced light emitting diode pixels (LED) operating under the control of a digital computer.

The contractor shall submit, at the pre-construction conference, a Certificate of Compliance that the changeable message board to be used on this project shall be as described herein.

The character formation system and components shall conform to the following requirements:

- (1) The changeable message board shall be programmable, and shall be capable of displaying a minimum of three lines of message copy, with a minimum of eight characters per line, in various alphanumeric combinations.
- (2) The changeable message board matrix configuration shall be 35 dots or pixels per character in a five horizontal by seven vertical arrangement of the dots or pixels.
- (3) The dot or pixel size shall be a 2.5-inch high by 1.625-inch wide rectangle (minimum), or equivalent area.
- (4) Each character shall be 18 inches in height and 12 inches in width (minimum).
- (5) The horizontal character separation shall be three inches or more.
- (6) Dot color shall be fluorescent yellow upon activation and flat black when not activated. The LED pixels shall emit amber light upon activation and be dark when not activated.
- (7) The line separation shall be five to 12 inches.

- (8) Changeable message boards shall be protected with a clear lexan-type or equivalent shield that shall not interfere with or diminish the visibility of the sign message.
- (9) The programmable message board shall be capable of displaying moving arrow patterns as one of the operator-selected programs.
- (10) The message board shall also be capable of displaying up to two messages in sequence, with variable timing in a minimum of quarter-second increments.
- (11) The message board shall be clearly visible and legible from a distance of 800 feet under both day and night conditions. The dot-matrix board shall have an internal illumination system that shall automatically activate under low light conditions to achieve the visibility requirements. The LED-pixel matrix board shall adjust light output (pulse width modulation) to achieve the visibility requirements.
- (12) The power supply achieved from the battery and solar panel recharging system shall have sufficient capacity to operate the changeable message board for a minimum of 20 days without direct sunshine. The solar panel array shall be capable of recharging the batteries such that 2.5 to 3.5 hours of direct sunshine shall provide for a minimum of one 24-hour period of usage. Additionally, the battery recharging controller shall have an ambient temperature sensing device which will automatically adjust the voltage supplied from the solar panels to the batteries. The sensing device shall ensure that the batteries are properly charged in hot or cold weather and shall provide the sign with sufficient power to operate the sign as specified.

When in operation, the changeable message board trailer shall be offset a minimum of eight feet from the nearest edge of pavement. If the trailer is located behind temporary concrete barrier, a minimum offset of six feet will be required. Should the specified shoulder width not be available, a minimum two-foot offset from the nearest edge of pavement or temporary concrete barrier shall be required. When positioned on the highway, the changeable message board trailer shall be delineated with a minimum of 10 Type II barricades or vertical panels with Type C steady burn lights at a spacing of 10 to 20 feet, or as shown on the approved traffic control plan.

When not in operation, the changeable message board shall be moved a minimum of 30 feet from the edge of pavement.

The changeable message board trailer shall be placed on a level surface and be secured as recommended by the manufacturer and as directed by the Engineer. The contractor shall provide any necessary incidental grading and clearing work required to provide a level surface and clear area for the sign.

**701-3.10 Sign Sheetings:** of the Standard Specifications is revised to read:

Sign sheeting for all temporary work zone signs shall conform to the requirements of Section 1007.

**701-3.13 Flagging Services:** of the Standard Specifications is revised to read:

Flagging services shall consist of either civilian, local enforcement officers and their vehicles, or DPS (Department of Public Safety) officers and their vehicles. The Engineer will determine the type of flagger needed, and may adjust the relative number of hours of each type of flagger specified in the traffic control plan.

If available, only DPS officers shall be used on Interstate Highways and Urban Freeways. DPS officers shall also be used on other construction projects except when a local law enforcement agency has jurisdiction, in which case a local law enforcement officer and vehicle shall be used.

The contractor shall be responsible to procure civilian flaggers, DPS officers, and local enforcement officers. When procuring DPS officers, the contractor shall contact DPS at least two business days before flagging services will be required. Such contact must be made between the hours of 7:00 A.M. and 5:00 P.M. (M.S.T.).

In the event that local enforcement officers or DPS officers are temporarily unable to provide flagging services, the contractor shall ensure that traffic control is maintained and all personnel are protected, either by providing civilian flaggers or through other means as approved by the Engineer. No adjustments to the contract will be allowed for any delays resulting from the unavailability of local enforcement officers or DPS officers.

A DPS or local enforcement officer shall not work more than 12 consecutive hours unless an emergency situation exists which, in the opinion of the Engineer, requires that the officer remain in the capacity of a flagger.

The contractor shall furnish verification to the Engineer that all civilian flaggers have completed a recognized training and certification program. Flaggers certified by the American Traffic Safety Services Association (A.T.S.S.A.) or by the National Safety Council shall be acceptable. Certification through other programs offering flagger training must be approved by the Engineer. Flagger certification must be current. Training and certification shall be required at least once every four years.

**701-4 Method of Measurement:** the title and text of the Standard Specifications are revised to read:

**701-4 Reimbursement:**

**701-4.01 General:**

The Department will reimburse the contractor for the work of maintaining and protecting traffic on the basis of the predetermined reimbursement rates hereinafter specified under

Subsection 701-4.02 for the various elements of work except for temporary concrete barrier, temporary impact attenuation devices, and Furnish and Install temporary traffic control devices.

No additional reimbursement will be made to the contractor for any elements of work other than those listed herein under Subsection 701-4.02, unless approved in writing by the Engineer prior to use. The cost for elements of work required for traffic control and not listed under Subsection 701-4.02 will be negotiated with the Engineer prior to approval.

Elements of work specified under this subsection which are lost, stolen, destroyed, or are deemed unacceptable by the Engineer, while in use on a project shall be replaced by the contractor and, except as hereinafter specified for temporary impact attenuation devices, at no additional cost to the Department.

#### **701-4.02 Predetermined Reimbursement Rates:**

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

Item 7010001, Maintenance and Protection of Traffic, is included in the Bidding Schedule for the purpose of establishing an account from which the contractor will be reimbursed for the work of maintaining and protecting traffic on the basis of the predetermined reimbursement rates specified herein under Subsections 701-4.02(B) and 701-4.02(C) for the various elements of work.

The methods of measurement and basis of payments will be as specified herein under Subsections 701-5 and 701-6.

##### **(B) Elements of Work (Complete-In-Place):**

The Elements of Work listed under Subsections 701-6.01 (A), 701-6.01 (B), 701-6.02, and this subsection will be measured for payment upon the satisfactory completion of the initial installation or obliteration. Except as hereinafter specified under Basis of Payment, no subsequent measurements will be made.

<b>Element of Work</b>	<b>Unit</b>	<b>Rate: \$</b>
Specialty Sign: Orange Fluorescent Prismatic Sheeting	sq. ft.	12.35
Temporary Preformed Markings; Taped Line: Type II (Removable) Type III (Non-Removable)	linear ft.	1.60 0.80
Temporary Painted Markings: Line Arrows, Symbols, Legends	linear ft. each	0.13 30.00

Obliterate Painted and Type III Preformed Pavement Markings: Line Arrows Symbols, Legends	linear ft. each each	0.50 20.00 10.00
Delineator	each	27.00
Pavement Marker, Reflective Raised: Temporary Permanent (Used As Temporary)	each	4.00 4.50
Pavement Marker, Non-Reflective Raised (Temporary)	each	2.50
Obliterate Raised Pavement Markers	each	0.10
Chip Seal Pavement Marker: Single Capped Double Capped	each	2.00 3.00

**(C) Elements of Work (In-Use):**

The Elements of Work listed under Subsection 701-6.03 and this subsection will be measured from the point at which the element is put into active use on the project and accepted by the Engineer until such times that the Engineer determines that the element is no longer required:

<b>Element of Work</b>	<b>Unit</b>	<b>Rate: \$</b>
Temporary Concrete Barrier (In-Use)	linear ft./day	0.05
Temporary Impact Attenuation Devices:		
Sand Barrel (In-Use) (per barrel)	each/day	0.05
Energy-Absorbing-Terminal (In-Use)	each/day	1.00
Truck-Mounted Attenuator, including driver	each/day	325.00
Trailer-Mounted Attenuator, including driver and host vehicle	each/day	325.00
Flashing Arrow Panel	each/day	25.00
Pilot Vehicle	Hour	6.36
Flagger (Civilian)**	Hour	14.24
Flagger (Local Enforcement Officer)	Hour	27.11
Local Enforcement Officer Vehicle	Hour	2.50
Flagger (DPS Officer with Vehicle)	Hour	65.26
Driver: Pilot Vehicles**	Hour	20.93
Changeable Message Board	each/day	100.00
Vertical Panels	each/day	0.50
Tubular Marker	each/day	0.35
Barricade:	each/day	
Type II		0.50
Type III		0.75

Flashing Warning Light: Type A Type B	each/day	0.25 2.50
Steady-Burn Warning Light (Type C)	each/day	0.80
Signs, Reusable Temporary: Small (Less than 10 sq. ft.) Large (10 sq.ft. or more)	each/day	0.80 1.00
Embedded Sign Posts	each/day	0.10
Portable Sign Stand: Spring Type Rigid: (Under 9 sq. ft.) (9 sq. ft. or more)	each/day	2.10 0.70 1.00
High-Level Flag Tree	each/day	0.80
Traffic Cones (28-in.)	each/day	0.40
Drum (18x36-in.)	each/day	1.20
**For Federal Aid Projects only, if the General Decision wage rates for these items, as listed in the contract documents and adjusted as specified herein, are higher than the values shown for these labor categories, the contractor shall include such additional costs in contract item 7010006. The adjusted General Decision wage rate is determined by adding the per-hour wage rate and fringe benefit rate for the appropriate category, and multiplying the sum by 1.5 for overhead and profit.		

#### **701-4.03 Relocation Services:**

Except for Temporary Concrete Barrier and Temporary Impact Attenuation Devices, when work of a progressive nature is involved, such as resurfacing a road under traffic or closing a lane or lanes for work to be accomplished during a shift, no measurement for reimbursement will be made for setting up or relocating the necessary traffic control equipment, workers, devices, facilities, signs (except reusable temporary signs on embedded posts), etc., that are moved concurrently with the advancing operation, or removal at the end of a shift. The cost of such work will be considered as included in Item 7010006.

Payment for relocating Temporary Concrete Barrier and Temporary Impact Attenuation Devices shall be as specified in Subsection 701-6.01(A) and (B).

Following the initial installation of the elements of work described in Subsection 701-4.02, the Engineer may direct the contractor to move any element of work from one location and re-erect it at another location. Should the Engineer direct such work, measurement and payment for the relocation truck, relocation truck driver, and relocation barricade setter shall be made in accordance with Subsection 109.04(D). No measurement or payment will be made for relocation of any work elements that are not specifically directed by the Engineer, the costs being considered as included in Item 7010006.

#### **701-4.04 Reimbursement Exceptions:**

##### **(A) Deficient Elements of Work:**

Any deficiencies in the traffic control plan, devices, equipment, services, or other elements of work listed under Subsection 701-4.02 will be brought to the attention of the contractor by the Engineer, and all deficiencies shall be corrected by the contractor before the close of that work shift, unless otherwise specified.

The contractor will not be paid for those deficient elements of work listed in the special provisions under Subsection 701-4.02(C) unless restored to full usefulness prior to the close of the work shift in which notice of the defect is given, or within the time limits specified in Subsection 701-3. Measurement for reimbursement will not resume until the beginning of the work shift following that work shift in which those elements are restored to usefulness.

##### **(B) Substantial Deficiencies:**

For each work day or work shift during which there are, as determined by the Engineer, substantial deficiencies in the contractor's traffic control plan, devices, and/or services, no reimbursement will be made to the contractor for any element of work listed under Subsection 701-4.02(C).

Measurement for reimbursement will not resume for any element of work until the beginning of the work day or work shift following that work day or work shift in which all corrective measures have been performed by the contractor and approved by the Engineer.

In cases of serious or willful disregard for the safety of the public or the contractor's employees by the contractor, the Engineer may place the traffic control elements in proper condition and deduct the cost thereof from monies due or becoming due the contractor.

##### **(C) Nondiligent Prosecution of Work:**

In the event that the Engineer determines that the contractor's construction operations are not resulting in the diligent prosecution of the work under contract, no reimbursement will be made to the contractor for the elements of work listed under Subsection 701-4.02 until such time as the Engineer determines that the contractor is devoting appropriate efforts toward completion of the work. Payment will be suspended effective with the end of the work day or work shift in which written notice is issued to the contractor by the Engineer notifying the contractor of its failure to prosecute the work. Payment will resume with the beginning of the work day or work shift following that work day or work shift in which the Engineer determines that satisfactory efforts are being made by the contractor toward completion of the work. In any case, the contractor shall continue to be responsible for maintaining all barriers, attenuators, signs, lights and other traffic control devices in proper functioning condition at all times.

**(D) Non-Working Periods:**

Measurement for reimbursement of the elements of work listed under Subsection 701-4.02(C) will begin on the day they are installed in place and approved by the Engineer for traffic control and direction. When the elements are not needed for traffic control, they shall be removed or covered and will not be measured unless they are required to stay on site in anticipation of future use or emergency use as determined by the Engineer. Should devices be required on site for these purposes, they will be measured and reimbursed at the predetermined rates in Subsection 701-4.02(C). During non-working periods such as holidays and Sundays, elements approved for use by the Engineer and in-place in satisfactory condition will be measured for reimbursement. During these non-working periods the contractor shall conduct a minimum of one check per day to verify that the elements are in place and in satisfactory condition.

No reimbursement will be made to the contractor for the elements of work listed under Subsection 701-4.02(C) for non-working periods resulting from a suspension of work that, in the opinion of the Engineer, is due to the fault of the contractor. In any case, the contractor shall continue to be responsible for maintaining all barriers, attenuators, signs, lights and other traffic control devices in proper functioning condition at all times.

**(E) Limitation of Measurement:**

Elements of work listed under Subsection 701-4.02(C) that are measured on a unit per day basis will be measured for payment for each 24-hour day or 24-hour period that the specified device is placed in active use, as approved by the Engineer. Each device will be measured for payment only once for each 24-hour period of use.

Measurement will be based on the maximum number of units of the specific element of work that are in simultaneous use during any given period regardless of the length of time that the elements are in use and regardless of the number of times the elements are relocated.

Measurement will be made after the initial installation and once weekly thereafter for items in continuous use, and at any other times changes are made in the use of traffic control elements listed under Subsection 701-4.02(C). The contractor shall notify the Engineer when any changes are made in the use or location of traffic control elements.

**(F) Expiration of Contract Time:**

No reimbursement will be made to the contractor for the elements of work listed under Subsection 701-4.02(C) when they are required in association with construction work being performed after the expiration of the contract time and all approved extensions.

In any case, the contractor shall continue to be responsible for maintaining all barriers, attenuators, signs, lights and other traffic control devices in proper functioning condition at all times.

**701-5 Basis of Payment for Elements of Work (Complete-In-Place):** the title and text of the Standard Specifications are revised to read:

**701-5 Method of Measurement:**

Maintenance and Protection of Traffic will be measured by the approved elements of work that are both (1) utilized by the contractor during the course of approved construction operations and (2) included as an item in the bidding schedule or listed as an element of work under Subsection 701-4. Measurement will be made as follows:

- (A) Temporary Concrete Barrier will be measured by the linear foot along the center line of the uppermost surface upon its initial installation, complete-in-place, and upon any subsequent relocations, as defined in Subsection 701-6.01(A). Barrier in active service will be measured by linear feet for each 24-hour day for the "In-Use" condition.
- (B) Temporary Impact Attenuation Devices (Sand Barrel and Energy Absorbing Terminal) will be measured by the unit for each complete sand barrel array, regardless of the number of barrels, or energy absorbing terminal, upon its initial installation, complete-in-place, and upon any subsequent re-installations as defined in Subsection 701-6.01(B).

Energy Absorbing Terminals in active service will be measured by the unit for each 24-hour day that the device is in place and functional for the "In-Use" condition. Sand barrel arrays in active service will be measured by the individual barrel for each 24-hour day that the device is in place and functional for the "In-Use" condition.

- (C) Truck-Mounted Attenuators, including driver, and Trailer-Mounted Attenuators, including host vehicle and driver, will be measured by the day for each 24-hour day that a truck-mounted or trailer-mounted attenuator and operator are used to protect the work site.
- (D) Flashing Arrow Panels will be measured by the day for each 24-hour day that each panel is in place and operating.
- (E) Pilot Vehicles will be measured by the hour for each approved hour of operation.
- (F) Civilian flagging services will be measured by the hour for each hour that a civilian flagger is provided. Flagging services by DPS officers and local enforcement officers will be measured for each hour that a uniformed, off-duty DPS officer or law enforcement officer with vehicle is employed directly by the contractor as a flagger within the project limits, when authorized in advance by the Engineer. Quantities will be rounded to the nearest 0.5 hour.

Civilian, DPS, or local enforcement flagging services and traffic control devices required to permit contractors' traffic to enter safely into normal traffic

within the project limits will be paid under their respective items. Flaggers required by a written local permit agreement will be measured for payment under this item. Additional civilian, DPS, or local enforcement flagging services used within the project limits shall be measured for payment under this item, subject to the approval of the Engineer.

Civilian, DPS, or local enforcement flagging services and traffic control devices used outside the project limits will be measured under their respective items. The Department will pay 50 percent of the unit bid price for such flaggers and traffic control devices used as described in this paragraph, subject to the approval of the Engineer. The project limits are defined as the construction work zone as shown on the approved traffic control plan for the specific section of highway under construction.

The contractor shall be responsible for obtaining and paying all costs for DPS officers and vehicles and local enforcement officers and vehicles, subject to reimbursement in accordance with Subsections 701-4, 701-5, and 701-6 of these specifications.

- (G) Temporary Preformed Markings for pavement, Types II and III, will be measured in accordance with the requirements of Subsection 705-4 of these specifications.
- (H) Temporary Painted Markings for pavement, will be measured in accordance with the requirements of Subsection 708-4 of these specifications.
- (I) Obliterate Painted and Type III Preformed Pavement Markings, except lines, will be measured in accordance with the requirements of Subsection 708-4 of these specifications. Lines will be measured by the linear foot of existing marking obliterated, regardless of width or type of material. Each legend obliterated, regardless of the number of letters, will be considered as a single unit. No measurement for payment will be made for removal of Type II markings, the work being considered as part of the item.
- (J) Changeable Message Board will be measured by the day for each 24-hour day that the board is utilized to maintain and control traffic.
- (K) Obliterate Raised Pavement Markers will be measured for each unit as markers and adhesive pad, or adhesive pad alone where markers are missing.
- (L) Temporary Delineators and Temporary Pavement Markers will be measured as a unit for each delineator or marker furnished, utilized, and subsequently removed from the project site. No measurement for payment will be made for delineators or markers that are furnished to replace damaged units as specified under Subsection 701-4.01.

- (M) Vertical Panels, Barricades (Types II and III), Tubular Markers, Warning Lights (Types A, B, and C), Traffic Cones (28-inch), High-Level Flag Trees, Drums, Embedded Sign Posts, Portable Sign Stands (spring-type and rigid), and Portable Sign Posts - Barrier Mounted will be measured as a unit for each device furnished and subsequently utilized at the project site for each 24-hour day.

Reusable Temporary Signs, with either Type III/IV or orange fluorescent prismatic sheeting, will be measured as Small (less than 10 square feet), and Large (10 square feet or more) regardless of sheeting type. Reusable temporary signs will be measured as a unit for each sign, or sign grouping on individual stands or posts, furnished and subsequently used at the project site for each 24-hour day, as defined in accordance with Subsection 701-4.04(D) and approved by the Engineer. Quantities may be determined on a weekly basis for signs in continuous use.

- (N) Specialty Signs are signs which are required on the job, as determined by the Engineer, or shown on project plans, and are not reusable as traffic control signs. Specialty signs shall contain information which is project and location specific. The sign sheeting shall be orange fluorescent prismatic rigid sheeting unless otherwise specified, and the size, type and legend of the Specialty signs will be determined by the Engineer, unless specified on the project plans. Specialty signs will be measured for payment by the square foot, inclusive of borders.
- (O) Obliterate Pavement Legends or Arrows will be measured by each separate symbol, arrow or legend.
- (P) Drivers (Pilot Vehicle) will be measured by the hour for each approved hour of operation.

Item 7010006, Furnish and Install temporary traffic control devices, will be measured by the unit "lump sum" and shall include the furnishing and installation of all necessary temporary traffic control devices measured individually as provided above.

**701-6 Basis of Payment for Elements of Work (In-Use):** the title and text of the Standard Specifications are revised to read:

**701-6 Basis of Payment:**

The contractor will be compensated for accepted quantities of Maintenance and Protection of Traffic in accordance with the procedures described herein and in Subsection 701-4 of the Standard Specifications.

**701-6.01 Elements of Work (Bid Items):**

**(A) Temporary Concrete Barrier (Installation and Removal):**

Temporary Concrete Barrier (Installation and Removal), measured as provided above, will be paid for at the contract unit bid price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the plans, including furnishing, placing, dismantling, and removal. The price bid shall also include any required connection devices, barrier markers, and glare screen.

Fifty percent of the contract unit price for temporary concrete barrier will be paid upon satisfactory installation.

Should it be necessary to dismantle, pick up and relocate a portion of the barrier installation during construction, whether laterally or vertically, that portion of the removed and relocated barrier will be considered a new installation and paid for at 100 percent of the contract unit price.

Fifty percent of the contract unit price will be paid upon final removal.

No payment will be made for portions of the barrier which the contractor can adjust or realign without dismantling and picking up, the cost being considered as included in the bid item price paid for Temporary Concrete barrier "In-use." The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and reinstalled, or are to be adjusted or realigned.

**(B) Temporary Impact Attenuation Devices (Sand Barrel and Energy Absorbing Terminal) (Installation and Removal):**

Temporary Impact Attenuation Devices (Sand Barrel and Energy Absorbing Terminal) (Installation and Removal), measured as provided above, will be paid for at the contract unit bid price, which price shall be full compensation for the work complete-in-place, as specified herein and as shown on the plans, including furnishing the devices with replacement parts, and installing, dismantling, realigning and adjusting, removing and stockpiling the devices.

Fifty percent of the contract unit price for temporary impact attenuators will be paid upon satisfactory installation.

Should it be necessary to dismantle, pick up and relocate attenuation device installations during construction for use on the project site, the work of removing and relocating the devices will be measured as a new installation and paid for at 100 percent of the contract unit price.

Fifty percent of the contract unit price will be paid upon final removal.

The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and relocated, or are to be adjusted or realigned. No additional payment will be made

for devices which are adjusted or realigned, the cost being considered as included in the pre-determined price paid for Temporary Impact Attenuation Devices "Installation and Removal."

Measurement and payment for furnishing materials, equipment and labor and repairing attenuation devices that are damaged by the traveling public will be made in accordance with the requirements of Subsection 109.04 of the specifications.

No measurement or direct payment will be made for furnishing replacement parts and repairing devices damaged by other than the traveling public.

**(C) Furnish and Install Temporary Traffic Control Devices:**

Item 7010006, Furnish & Install Temporary Traffic Control Devices, is included in the Bidding Schedule to establish a bid item which shall be full compensation for furnishing to the jobsite, stockpiling, and installing flashing arrow panels, changeable message boards, vertical panels, barricades, warning lights, signs, sign stands/posts, traffic cones, tubular markers, flag trees, and drums, complete-in-place. Item 7010006 also includes the cost of relocation of all necessary traffic control devices or the moving of devices for the contractor's advancing operation as specified herein and as shown on the plans, except for items directed by the Engineer. Equipment and labor needed for initial installation on and final removal from the project site will be included in Item 7010006.

Item 7010006 also includes removal of all temporary traffic control devices used for maintenance and protection of traffic on the project and included in the Elements of Work (In-Use) and Elements of Work (Complete-In-Place), unless such cost is included in the predetermined reimbursement rates as specified in this subsection.

Signs mounted on posts set in the ground shall be removed at the completion of the project, the post holes filled and compacted, and the immediate area restored to match the surrounding area. The cost of such removal and restoration shall be considered as included in the cost of Item 7010006.

Item 7010006 shall be considered to include any additional costs, in excess of the predetermined rates specified in Subsection 701-4.02(C), for overtime hours for civilian, DPS, or local enforcement flaggers, and drivers (Pilot Vehicle and Truck-mounted Attenuation Device), and for travel time to and from the project for DPS or local enforcement officers used as flaggers.

Item 7010006 shall also be considered to include any additional costs for differences between the adjusted General Decision wage rates and the pre-determined rates shown in Subsection 701-4.02(C) for drivers and civilian flaggers, as specified in the note at the end of the table in Subsection 701-4.02(C).

Furnish and Install temporary traffic control devices will be paid for at the contract lump sum price, which shall be full compensation for furnishing, installing, and removing all devices and the labor, tools, equipment, and incidentals necessary to complete the work.

Twenty five percent of the unit price bid will be paid upon satisfactory initial installation of temporary traffic control devices. The remaining 75 percent will be paid in monthly increments based on the current month's percentage of project completion.

**701-6.02 Elements of Work (Complete-In-Place):**

**(A) Temporary Preformed Markings:**

The accepted quantities of Temporary Preformed Markings, measured as provided above, will be paid for at the predetermined reimbursement rate for the type specified, which rate shall be full compensation for the work, complete-in-place, including necessary pavement cleaning, removal of Type II temporary markings, and maintaining Types II and III temporary markings in construction work zones. Installation for accepted quantities shall be considered satisfactory when the markings are installed within one inch of the true alignment, as shown in the contract documents.

Additional reimbursement will be made for replacement of temporary 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 50 degrees F or when precipitation occurs within 24 hours before application. Where distressed-pavement or adverse-weather-condition failures occur, the Department will pay for the initial replacement at the reimbursement rate.

In the event additional failures occur when markings have been reapplied on distressed pavements or under weather conditions described above, the Engineer will determine if conditions require primer, alternate methods of marking or reapplication of preformed markings. Preformed markings will be paid for at the reimbursement rate. Primers or other methods of markings deemed necessary by the Engineer will be paid for in accordance with the provisions of Subsection 109.04 of these specifications.

**(B) Temporary Painted Markings:**

The accepted quantities of Temporary Painted Markings, including glass beads, measured as provided above, will be paid for at the predetermined reimbursement rates designated in Subsection 701-4.02, which rates shall be full compensation for the work, complete-in-place, as specified herein.

**(C) Obliterate Pavement Markings:**

Obliterate Pavement Markings, measured as provided above, will be paid for at the predetermined reimbursement rates designated in Subsection 701-4.02, which rates shall be full compensation for the work, complete, including furnishing all labor and equipment required and restoring the pavement surface to a condition deemed suitable by the Engineer.

**(D) Delineators and Pavement Markers:**

The accepted quantities of Delineators, and pavement markers, measured as provided above, will be paid for at the predetermined reimbursement rate each, which rate shall be full compensation for the work, complete-in-place, as specified herein and as shown on the plans. If it is necessary to remove and relocate delineators, measurement for reimbursement of the work associated with such relocations will be made as specified for the relocation service element of work.

**(E) Specialty Signs:**

The accepted quantities of Specialty Signs will be paid for at the predetermined rate per square foot listed in Subsection 701-4.02(B). The rate established shall be full compensation for manufacturing, delivery to the job site, erection complete-in-place, and eventual removal.

**(F) Obliterate Raised Pavement Markers:**

The accepted quantities for Obliterate Raised Pavement Markers will be paid for at the predetermined rate each listed in Subsection 701-4.02(B), which rate shall be full compensation for the work, complete, including adhesive pad removal.

**701-6.03 Elements of Work (In-Use):**

**(A) Temporary Concrete Barrier (In-Use):**

The accepted linear-foot quantities of Temporary Concrete Barrier, measured as provided above on a daily basis, will be paid for at the predetermined reimbursement rate, which rate shall be full compensation for the use of the barrier installation(s), including glare screen, and for furnishing all material, equipment and labor and maintaining, realigning and adjusting the barrier installation(s) as specified herein and as shown on the plans. No reimbursement will be made for barrier not in service, such as, barrier in stockpiled configuration awaiting change of construction phase.

There will be no reimbursement for each day that the Engineer determines the barrier traffic reflectors are not in good reflective condition, or for each day that the Engineer determines the barrier is out of alignment.

**(B) Temporary Attenuation Device (Sand Barrel and Energy Absorbing Terminal)(In-Use):**

The accepted unit quantities of Temporary Attenuation Devices, measured as provided above on a daily basis, will be paid for at the predetermined reimbursement rate, which rate shall be full compensation for the use of the devices and for furnishing all material, equipment and labor for maintaining, realigning and adjusting the attenuator installation, as specified herein and as shown on the plans. No reimbursement will be made for attenuators not in service, such as attenuation devices stockpiled for replacement parts or awaiting change of construction phase.

**(C) Truck-Mounted and Trailer-Mounted Attenuators:**

The accepted quantities of truck-mounted attenuators, and trailer-mounted attenuators, measured as provided above, will be paid for at the predetermined reimbursement rate for each 24-hour day of work site protection, which rate shall be full compensation for the work, complete, including, but not limited to, furnishing all materials; equipment; attached arrow panel or changeable message board; and labor (including the operator); and maintaining and repairing the truck and truck-mounted attenuator, or trailer-mounted attenuator and host vehicle, as specified herein and on the project plans. It shall be the contractor's responsibility to replace any damaged or destroyed parts of the truck-mounted attenuator or trailer-mounted attenuator and host vehicle at no additional cost to the Department.

**(D) Flashing Arrow Panels:**

The accepted quantity of Flashing Arrow Panels, measured as provided above, will be paid for at the predetermined reimbursement rate, which rate shall be full compensation for the work, complete, including operating, maintaining, and relocating the panels on the work site, and providing all necessary labor and equipment.

**(E) Pilot Vehicles:**

The accepted quantities of Pilot Vehicles, measured as provided above, will be paid for at the predetermined hourly reimbursement rate, which rate shall be full compensation for the work, complete, including furnishing and maintaining the vehicle.

**(F) Flagging Services:**

The accepted quantities of civilian flagging services and local enforcement officer with vehicle flagging services, measured as provided above, will be paid for at the predetermined hourly rates, regardless of the number of hours worked, which rates shall be full compensation for the work, complete, including all overhead costs and fringe benefits.

The accepted quantities of DPS officer with vehicle flagging services, measured as provided above, will be paid for at the predetermined hourly rate of \$65.26, as specified in Subsection 701-4.02(C). Of this amount, \$44.00 per hour shall be remitted to the DPS officer, and \$12.75 per hour shall be remitted to DPS. The remaining \$8.51 represents profit and overhead for both the prime contractor and subcontractor.

No additional payment will be made for costs in excess of the predetermined rates, for overtime hours, and for travel time to and from the project, such costs being considered as included in Item 7010006.

**(G) DPS and Local Enforcement Officer Vehicle:**

The accepted quantities of local enforcement officer vehicles, measured as provided above, will be paid for at the predetermined reimbursement rate per hour, complete, including furnishing and maintaining the vehicle.

No separate measurement or payment will be made for DPS vehicles, the cost being included in the predetermined price paid for DPS officer with vehicle.

**(H) Drivers (Pilot Vehicle):**

The accepted quantities of drivers for pilot vehicles, measured as provided under Subsection 701-5 of the Specifications, will be paid for at the predetermined reimbursement rate per hour, regardless of the number of hours worked, which rate shall be full compensation for the work, complete, including, but not limited to, all overhead costs and fringe benefits. No additional payment will be made to the contractor if the rate the contractor is required to pay exceeds the predetermined reimbursement rate. No payment in excess of the predetermined rate will be made for overtime hours, the costs being considered as included in Item 7010006.

**(I) Changeable Message Board:** of the Standard Specifications are revised to read:

The accepted quantities of changeable message boards, measured as provided above, will be paid for at the predetermined reimbursement rate per 24-hour day, which rate shall be full compensation for maintaining and relocating the boards on the work site, and providing all necessary labor and incidental grading. Signs, sign stands, Type II barricades, or vertical panels and lights that are used in conjunction with the changeable message boards shall be paid for at the applicable predetermined reimbursement rates.

**(J) Vertical Panels, Barricades, Warning Lights, Signs, Sign Stands/Posts, Traffic Cones, Tubular Markers, Flag Trees, and Drums:**

The accepted quantities of vertical panels, barricades, warning lights, signs, sign stands/posts, traffic cones, tubular markers, flag trees and drums, measured as provided above on a daily basis, will be paid for at the predetermined reimbursement rates, which rates shall be full compensation for the use and maintenance of each device (in-use). The predetermined reimbursement rates shall include all equipment and labor needed for the use and maintenance of each device (in-use).

Payment for relocation of vertical panels, barricades, warning lights, signs, sign stands, traffic cones, tubular markers, flag trees, drums, and work of a progressive nature will be made in accordance with the procedures of Subsection 701-4.03. The relocation work of removing and reinstalling temporary signs on embedded posts will be reimbursed at the relocation service rates, regardless of the type of work or operation, when directed by the Engineer.

The predetermined reimbursement rates for vertical panels, barricades, signs, and flag trees include the cost of flags and ballasting, as required.

Type I barricades which are substituted for Type II barricades in accordance with Subsection 701-2.08 shall be reimbursed at the predetermined reimbursement rates for Type II barricades.

Reusable temporary signs mounted on Type III barricades or high-level flag trees will be reimbursed at the predetermined reimbursement rates for reusable temporary signs.

Multiple reusable temporary signs included on a single stand or post will be reimbursed at the predetermined reimbursement rate for reusable temporary signs, based on the total combined area of all signs on the single stand or post.

**(901MOBE, 09/18/12)**

## **SECTION 901      MOBILIZATION:**

**901-5                      Basis of Payment:** of the Standard Specifications is revised to read:

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under Subsection 108.03 are submitted by the contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of five percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

<b>TABLE 901-1 AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT</b>		
<b>Contract Amount: \$</b>	<b>% Of Contract</b>	<b>Basis Of Payment</b>
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.
* If the price bid for mobilization exceeds this percentage, any excess will be paid to the contractor upon completion of the contract.		

The adjustment provisions in Section 104 and the retention of funds provisions in Section 109 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

(923CBOJT, 11/01/16)

## **CONTRACTOR BASED ON-THE-JOB TRAINING:**

### **1.0 Description:**

#### **1.01 Purpose:**

The contractor shall provide on-the-job training (OJT) aimed at moving minorities, women, economically disadvantaged, and veteran trainees into journey-level positions in

various types of construction trades or job classifications through a contractor-based OJT program. The contractor-based approach assigns contractors annual training goals for a specific number of trainees and hours. The contractor is provided the flexibility to meet the annual trainee and training hour goals on any transportation projects in the United States throughout the year, rather than on a project-by-project basis. Contractors may include ADOT and non-ADOT projects as long as more than 40 percent of the training hours are completed on ADOT projects.

Training of minorities and women toward journey-level status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority, women, economically disadvantaged, and veteran trainees to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

## **1.02          Program Summary:**

The Department has established a Contractor Based On-The-Job Training Pilot Program for a two year period from July 1, 2015 to June 30, 2017. All contractors awarded an ADOT federally funded construction contract will automatically be placed in the Pilot Program beginning on July 1, 2015. Standard OJT requirements associated with individual projects will no longer be applied at the project level for new projects. OJT requirements will be applicable on an annual basis for each contractor performing work on ADOT projects. During the OJT Pilot Program each contractor meeting the threshold described in Subsection 1.04 of this Training Special Provision will be required to provide training for **one trainee** for a minimum of **1000 hours** per fiscal year. The 1000 hours may be completed by one or more trainees; if a trainee reaches program completion before completion of the 1000 hours then an additional enrolled trainee may be used to complete the remaining training hours. For example, if a trainee reaches program completion after 700 hours, the contractor is required to provide an additional 300 hours of training to an enrolled trainee in order to meet its annual OJT goal.

Contractors may also assign OJT Trainees to be trained by subcontractors on any project with ADOT approval. However, the contractor will only receive credit towards its annual goal for hours earned by its own OJT Trainees. The contractor's OJT Trainees must be employed by the contractor and be enrolled in an approved training program as described in Subsection 2.01 of this Training Special Provision.

Hours earned by a subcontractor's OJT Trainees on a project will be credited to that subcontractor's annual training goal and the contractor shall reimburse the subcontractor in accordance with Subsection 2.02 of this Training Special Provision.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey-level status or in which they have been employed at journey-level status. The contractor shall satisfy this requirement

by including appropriate questions in the employment application or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case.

The trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journey-level status individuals in the various classifications. The ratio of apprentices and OJT Trainees to journey persons shall not be greater than permitted by the terms of the approved training program being utilized. When a specific ratio is not provided, the ratio of apprentices and OJT Trainees to journey persons expected to be on the contractor's work force during normal operations shall fall between 1:10 and 1:4, pursuant to 23 CFR 230.111(c)(10).

### **1.03 Definitions:**

"OJT Trainee" herein refers to (a) a minority, female, veteran or economically disadvantaged individual enrolled in either a State of Arizona registered apprenticeship program or ADOT's OJT program and (b) any other individual ADOT approves for enrollment in such an apprenticeship or OJT program and for credit toward the OJT Goals.

"Program Completion" herein refers to the point in time when a trainee in the ADOT OJT Program has completed the required number of levels and hours of training within a calendar year for a designated craft classification or a registered Apprenticeship program, or has achieved journey-level status.

"Journey-Level Status" applies to a person who has completed a registered apprenticeship program or is an experienced worker, not a trainee, and is fully qualified and able to perform all of the duties of a specific trade without supervision.

"Economically Disadvantaged Persons" applies to a person who:

- Receives, or is a member of a family and/or household, which receives cash payments under a Federal, State, or local income-based public assistance program.
- Is a member of a family and/or household that receives (or has been determined within the 6-month period prior to registration for the program involved to be eligible to receive) Food Stamps/EBT card under the Food Stamp Act of 1977.
- Is a foster child on behalf of whom State or local government payments are made.
- Does not have a high school diploma or GED.
- Is from a family whose total annual household income is below the federal poverty limits. See Appendix A of the *OJT Guidelines and Procedures* document found at: <http://azdot.gov/business/business-engagement-and-compliance/on-the-job-training-program/ojt-contract-compliance>.

### **1.04 Annual Training Goal:**

During the OJT Pilot Program, each contractor that was awarded ADOT federally funded construction contracts, as a prime contractor, for \$2,000,000 or more between October 1, 2013 and September 30, 2014 or October 1, 2014 and September 30, 2015 will be

assigned an annual OJT goal to train a minimum of one trainee for a minimum of 1000 hours. The trainee shall receive training in the same construction trade or job classification with the aim of eventually achieving journey-level status. If the contractor is not awarded an ADOT federally funded contract during the pilot program period, they will not be required to meet the assigned annual OJT goal.

If a contracting firm is not assigned an annual OJT goal, it is not required to provide on-the-job training on ADOT projects regardless of whether OJT hours are included in the project bid schedule. If the contractor chooses to provide training to a registered OJT trainee on an ADOT federal-aid project although they do not meet the above criteria, the contractor will be reimbursed as described in Subsection 2.02 of this Training Special Provision.

The contractor shall make every possible effort to provide additional trainees with training and shall see that all trainees are afforded every opportunity to participate in as much training as is practically possible to provide. Contractors will not be required to meet OJT goals on individual contracts, but must meet the assigned annual training goal for the assigned number of OJT Trainees and hours by the end of the year.

Since not every OJT Trainee that enrolls in the program will complete the program, the contractor is encouraged to enroll sufficient numbers of OJT Trainees (well beyond the number of its annual training goal) to help ensure that it will meet its annual OJT goal if some OJT Trainees drop out of the program during the year. The contractor must carefully screen, hire, and support trainees that are likely to meet or exceed the 1000 hours of OJT during the calendar year, eventually earn journey-level status, and be retained as part of its workforce.

## **2.0 Requirements:**

### **2.01 Approved Training Programs:**

For this Contractor-Based OJT Program, the ADOT Business Engagement & Compliance Office (BECO) will only recognize two types of contractor based training programs. The programs are:

- The Department's OJT Program as approved by FHWA and described at: <http://azdot.gov/business/business-engagement-and-compliance/on-the-job-training-program/ojt-contract-compliance> or
- Registered Apprenticeship and OJT programs registered with the Bureau of Apprenticeship, U.S. Department of Labor and/or the State of Arizona.

Contractors must use one or both of these programs. The contractor shall indicate which OJT program it is using for each trainee on his/her Trainee Enrollment form. It is the intention of these provisions that training be provided in the construction crafts rather than for office support positions. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

All training programs shall be administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts. The Department reserves the right to request documentation that the contractor's training program fulfills these obligations. Contractors shall ensure that each trainee does not exceed the maximum number of training hours required for the completion of the selected training program unless prior approval is received from the Engineer.

## **2.02 Reimbursement:**

The contractor will be reimbursed \$3.00 per hour of training provided to a trainee on an ADOT federal-aid project up to the maximum number of hours approved for reimbursement on the project and shown in the project bid schedule. Reimbursement will not be made for a trainee's hours that exceed the maximum number of training hours required for the completion of his/her training program. In addition, the contractor will not be reimbursed for hours in excess of the maximum training hours shown on the project bid schedule unless written approval is received in advance from the Engineer.

The maximum number of hours approved for reimbursement on each ADOT federal-aid contract will be calculated by the Department, based on the engineer's estimate for the project and the contract time.

Contractors will not be required to re-enroll trainees that are already enrolled in the ADOT Contractor Based OJT Program when transferring trainees between projects. For reimbursement purposes, anytime a trainee is transferred to an ADOT federally funded project, the contractor shall upload a an apprenticeship certificate to the web-based Labor Compliance System, LCPTracker, for apprentices registered in a program approved by the Bureau of Apprenticeship, US Department of Labor or the State of Arizona. For all other trainees registered in the pilot program, contractors shall upload a copy of an approved OJT Enrollment Form to LCPTracker.

The trainee will be paid the appropriate trainee Davis-Bacon wage rates for training classifications/crafts on federally-funded projects. The contractor shall compensate OJT Trainees according to pay levels and percentages outlined in the ADOT Training Program Manual found at: <http://azdot.gov/business/business-engagement-and-compliance/on-the-job-training-program/ojt-contract-compliance>.

Contractors will reimburse subcontractors for the subcontractor's trainees on ADOT federally funded projects at least 75-percent of the amount paid to the contractor by the Department per training hour.

## **2.03 Submittals:**

The contractor shall complete and submit the following documents. Submittals to BECO shall be made through the Contractor Compliance mailbox at [contractorcompliance@azdot.gov](mailto:contractorcompliance@azdot.gov):

- *OJT Program Trainee Enrollment Form* to BECO for approval for each proposed minority, female, veteran, economically disadvantaged, and other OJT Trainee throughout the year for each new individual hired to work on an ADOT or non-ADOT project. The form shall be submitted to BECO within the first week of hire. The contractor shall also submit the Enrollment Form if the contractor wants to enroll a current employee into the training program. The contractor will not receive training credit until the enrollment form is received and approved by BECO.

If the contractor is working on an ADOT project, the contractor shall upload the approved form to LCPTracker and submit the approved form to the Engineer.

- Prior to an apprentice, registered with a union or other approved apprenticeship program, starting work on an ADOT project the contractor shall upload a current, signed apprentice certificate from the union or approved apprenticeship program to LCPTracker.

In cases where the Arizona Office of Apprenticeship 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.

- Contractors shall enter trainee hours worked on ADOT construction projects on a weekly basis into LCPtracker. Trainee hours not entered into LCPtracker by the 15th of each month for the preceding month will be considered delinquent.
- *OJT Monthly Trainee Report Forms* shall be submitted to BECO for each month by the 15<sup>th</sup> of the following month. The contractor shall use this form to report all hours performed by each trainee on ADOT and non-ADOT contracts. The contractor shall also use this form to report when an OJT Trainee completes 1000 or more hours in the same construction trade or job classification within a calendar year, achieves journey-level status, terminates employment with the contractor or withdraws from the OJT program.
- OJT Progression of Training Form (Level Up) shall be submitted by the contractor when a trainee achieves a new pay level. The form shall be submitted to BECO for approval. Once the form is approved the contractor shall upload it to LCPTracker for every ADOT federally funded project the trainee is currently working on.
- *OJT Annual Summary Report Form* by July 15 of each fiscal year for the Pilot Program as described in Subsection 4.02 of this Training Special Provision.

The contractor's June monthly reports and uploads into LCPtracker submitted after July 31st will not be accepted or considered towards goal attainment for the previous calendar year.

All forms and Guidelines and Procedures for the Contractor-Based OJT program are available online at: <http://azdot.gov/business/business-engagement-and-compliance/on-the-job-training-program/ojt-contract-compliance>.

The contractor shall retain the training records for all OJT Trainees for a period of five years following the completion of the trainee's work on contracts documenting his performance under this Training Special Provision. Such records shall be available at reasonable times and places for inspection or review by ADOT and the Federal Highway Administration.

The contractor is required to meet the assigned annual OJT goal if they are awarded federally funded ADOT construction contract(s) during the year. In anticipation of obtaining an ADOT contract, contractors are encouraged to begin registering trainees with the Department using the OJT Program Trainee Enrollment Form at the beginning of the year. In order to count training hours toward the goal, the trainee must be registered with the Department and their hours must be entered monthly into the LCPtracker system as described in this specification.

#### **2.04 OJT Liaison:**

The contractor shall designate an OJT Liaison that shall be responsible for monitoring and administering its OJT Program and monitoring the trainees' progress. The OJT Liaison shall serve as the point of contact for the Department regarding information, documentation, and conflict resolution relating to the contractor's OJT program. The contractor shall furnish each trainee a copy of the Training Program, monthly reports that reflect their training hours accumulated to date and other documentation related to the training program. The contractor shall further make every reasonable effort to provide training that develops the skills outlined in the training program. The contractor shall furnish each trainee, upon successful completion of their training program, a certificate showing the type and length of training satisfactorily completed.

#### **2.05 Training Hours:**

Credit towards the contractor's annual training goal shall be earned as follows:

- Credit will be allowed towards the contractor's annual goal for the year in which the trainee entered training.
- Credit will be allowed for each trainee employed on a project for which an enrollment form was received by BECO pending official enrollment, for all documented hours completed.
- Credit will be allowed for a terminated trainee if the contractor demonstrated a good faith effort to meet the goal and the trainee completed more than 90% of the training hours required for the year.

Credit will not be allowed when the contractor fails to enroll the trainee, provide the required training or does not make a satisfactory good faith effort to meet the requirements of the program.

## **2.06 Program Completion:**

A trainee will be considered to have completed the program once the trainee completes the required number of levels and hours of training for the same craft or classification within a year, completes a registered apprenticeship program, or achieves journey-level status. Once a trainee completes a specific training level for a classification, the contractor will not be permitted to resubmit that trainee for enrollment or reimbursed at that same level.

Upon completion of the program, the contractor shall notify BECO so that a Certificate of Completion can be issued to the trainee showing the type and length of training satisfactorily completed.

## **3.0 Good Faith Efforts:**

Whenever a contractor requests ADOT approval of someone other than a minority, economically disadvantaged individual, woman, or veteran for credit towards its annual training goal, the contractor shall submit documented evidence of its Good Faith Efforts to fill that trainee position with a minority, female, veteran, or economically disadvantaged individual. Documentation of Good Faith Efforts shall be made by completing and submitting the Good Faith Effort form and supporting documentation to BECO.

Good Faith Efforts are those efforts designed to achieve equal opportunity through positive, proactive, and continuous result-oriented measures (23 CFR 230.409(g)(4)). Good Faith Efforts should be made as trainee hiring opportunities arise. More information on Good Faith Efforts is available in the *OJT Guidelines and Procedures* document available on BECO's website.

## **4.0 ADOT Program Monitoring:**

### **4.01 Site Visits:**

BECO may conduct periodic site visits to a contractor's worksite to review OJT Program compliance, as part of a FHWA required Contractor Compliance Program Review process. The site reviews may include, among other activities, interview of trainees, the contractor, and its employees. The contractor shall cooperate in the review and make its employees available. The contractor's OJT Liaison shall be available to meet with BECO staff as well as be available to respond to periodic emails and phone calls from BECO to check on the progress of OJT Trainees. BECO will make every effort to ensure minimal disruption to a contractor's work.

#### **4.02 Determination of Compliance:**

An OJT Annual Summary Report Form for the previous 12 months shall be submitted to BECO by July 15 of each fiscal year for the Pilot Program. The report shall provide an accurate account of all trainee hours; identifying each trainee by name, ethnicity, and gender and identifying each project and/or contract, listing the contracting agency, whether they are ADOT projects/contracts, whether they are federally funded projects/contracts, and the trainee hours attributed thereto. The report shall include written explanation and documentation of Good Faith Efforts, if the contractor fails to meet its goal.

BECO will review the contractor's OJT Monthly and Annual Reports and Good Faith Effort documentation. BECO will determine whether the contractor has met the assigned annual training goal or made a good faith effort to do so. BECO will communicate its decisions in writing to the contractor.

If a contractor has neither attained its goal nor submitted adequate Good Faith Efforts documentation, ADOT will issue a Show Cause Notice outlining its findings of non-compliance. Within 30 days of receiving the Show Cause Notice, the contractor may submit a written response to the Show Cause Notice providing argument and evidence in opposition to the Department's findings of non-compliance.

If a contractor fails to submit a written response to the Show Cause Notice within the specified period or the written response to the Show Cause Notice does not cause ADOT to change its findings of non-compliance, ADOT will issue its Final Notice to the Contractor regarding the non-compliance.

#### **ITEM 9240119 - MISCELLANEOUS WORK (STREET SIGN MOUNTING HARDWARE):**

##### **Description:**

The work under this item shall consist of installing the street name signs on 2 ½ T sign post at the locations shown on the Sign Formats sheets of the project plans.

Each street name sign unit shall include a street name sign panel, street name sign mounting bracket(s), and all hardware necessary to furnish and install the sign.

##### **Materials:**

##### Street name sign panels:

Street name sign panels shall conform to Sections 608 and 1007 of the Specifications.

### Street Name Sign Mounting Brackets:

The new mounting brackets shall be made of cast metal and shall be a device that is specifically designed and made to mount street name signs on top of sign posts and across the top of first installed street name sign where a second street name sign panel is installed.

Two basic types of brackets are needed. The first type is the top of sign post bracket and the second type is the cross piece bracket. Both types shall include grooves that are suitable for mounting 0.080, 0.100 or 0.125 inch thick single flat sheet aluminum street name signs. Each bracket groove shall have a means to mechanically lock the panel into the groove at a minimum of two locations. All mounting set screws, Allen bolts and/or standard bolts shall be included with each bracket (pre-assembled on or in the bracket).

The top of sign post bracket shall be able to mount one sign. The groove on this bracket shall be at least 12 inches long. The top of sign post brackets shall be offered for a square post. The contractor shall ensure the size of the bracket which will be mounted on top of each sign post.

The cross street bracket shall be able to be mounted on the post top mounted street name sign (e.g. the host sign) so another street name sign can be mounted at 90 degrees to that "host" sign. The cross piece bracket shall come with two different sizes. The small size shall have six inch long sign mounting grooves and the large size shall have 12 inch long sign mounting grooves.

All bracket products offered and supplied shall be preapproved by the Engineer.

Street name sign posts:

The 2 ½ T street name sign post shall conform to Subsection 607-2.03 of the Specifications.

### **Construction Requirements:**

The contractor shall install one or more street name signs on each 2 ½ T perforated sign post as shown on the project plans.

### **Method of Measurement:**

Miscellaneous Work (Street Sign Mounting Hardware) will be measured by each Street Name Sign mounted.

### **Basis of Payment:**

The accepted quantities for Miscellaneous Work (Street Sign Mounting Hardware), measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place, and as shown in the project plans and specified in herein.

The sign post that the street name signs are mounted on are paid for under Item 6070057 – Sign Post (Perforated) (2 ½ T).

The street name sign panels are paid for under Item 6080025 – Flat Sheet Aluminum Sign Panel.

(925SRVY, 02/20/08)

## **SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:**

**925-5 Basis of Payment:** the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of \$65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of \$100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of \$135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of \$100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of \$70 per hour.

(1007REFS, 11/05/13)

## **SECTION 1007 RETROREFLECTIVE SHEETING:**

**1007-1 General Requirements:** the last two sentences of the first paragraph of the Standard Specifications are revised to read:

Sheeting shall conform to criteria listed in the most current version of ASTM D 4956 for the applicable type and class, unless otherwise specified.

**1007-2 Material Types:** of the Standard Specifications is revised to read:

Sheeting for permanent warning signs, regulatory signs, and overhead-mounted guide signs, including all sign legends and borders, shall be ASTM Type XI.

Sheeting for all warning signs with yellow backgrounds shall be Type XI fluorescent retroreflective yellow.

Sheeting for information signs, ground-mounted guide signs, and marker signs, including all sign legends and borders, shall be ASTM Type IX or XI.

Sheeting for permanent object markers and delineators on a rigid substrate with yellow backgrounds, including guardrail end treatments, guardrail markers, rigid delineators, and impact attenuators, shall be Type XI fluorescent retroreflective yellow.

Sheeting for permanent object markers and delineators on a rigid substrate in colors other than yellow, including guardrail end treatments, guardrail markers, rigid delineators, and impact attenuators, shall be ASTM Type IX or XI.

Sheeting for object markers and delineators on a flexible or plastic substrate, including flexible delineators and sand barrels, shall be ASTM Type VIII, IX or XI.

For temporary regulatory and guide signs on a rigid substrate with fluorescent retroreflective orange sheeting, ASTM sheeting Types VIII, IX, or XI shall be used.

For temporary regulatory and guide signs on a rigid substrate in colors other than fluorescent retroreflective orange, ASTM sheeting Types IV, VIII, IX, or XI shall be used.

For retroreflective orange temporary signs on a flexible or roll-up substrate, ASTM Type VI sheeting shall be used.

All temporary signs (rigid, flexible, or roll-up) with orange backgrounds shall use fluorescent retroreflective orange sheeting, except that non-reflective sign materials may be used for temporary signs where the signs will be clearly visible under available natural light.

For barricades and other temporary channelizing devices, ASTM sheeting Types IV, VIII, IX, or XI shall be used.

Sheeting for Adopt-A-Highway signs shall be ASTM Type I, IV, or XI.

Logo signs shall be ASTM Type I, IX, or XI.

When more than one sheeting type is allowed, the contractor may use any of the types listed, provided that materials used for a particular application shall be of the same ASTM type, manufacturer, and product for all signs of the same type in the project.

Opaque films used with sheeting shall be acrylic type films.

Direct-applied and demountable black characters shall be non-reflective.

**1007-3**                      **Visual Appearance, Luminance and Color Requirements:** of the Standard Specifications is revised to read:

Except as specified herein, the color of the sheeting, ink or film shall conform to the ADOT Manual of Approved Signs, the Manual on Uniform Traffic Control Devices (MUTCD), and the plans.

All sheeting, inks and film used shall be uniformly colored so there is no visual variation in their appearance on the same sign or from sign to sign of the same colors.

Standard colors specified for sheeting, processing inks, and films shall, as applicable, match visually and be within the color tolerance limits required by Highway Tolerance Charts issued by the Federal Highway Administration. Additionally, for the retroreflective sheeting, unless otherwise noted, the Luminance Factor (Daytime Luminance) and Color Specification Limits (Daytime) shall conform to the applicable requirements of ASTM D 4956.

In addition to the luminance and color requirements, fluorescent orange sheeting and fluorescent yellow sheeting shall have the capacity to effectively fluoresce outdoors under low light conditions. For all applications requiring fluorescent orange sheeting or fluorescent yellow sheeting, the contractor shall provide a letter to the Engineer from the manufacturer certifying that the sheeting to be used is fluorescent.

**1007-6 Adhesive:** the first paragraph of the Standard Specifications is revised to read:

Reflective sheeting and film adhesives shall be Class I as specified in ASTM D 4956 and as modified herein.

**1007-6 Adhesive:** the third paragraph of the Standard Specifications is hereby deleted:

**1007-8 Durability Requirements:** the second and third paragraphs of the Standard Specifications are revised to read:

Sheeting shall be weather-tested as specified above in Subsection 1007-7. Sheeting weather-testing periods and durability ratings shall be as specified in Table 1007-8. In all cases, the related inks and films shall be tested along with the respective sheeting, and shall be subject to the same durability requirements as the sheeting.

<b>TABLE 1007-8</b>			
<b>ASTM Sheeting Type</b>	<b>Color</b>	<b>Weather-testing period, months</b>	<b>Durability rating, years</b>
XI	Fluorescent yellow	42	7
XI	Fluorescent orange	18	3
XI	All other colors	60	10
IX	Fluorescent orange	18	3
IX	All other colors	60	10
VIII	Fluorescent orange	18	3
VIII	All other colors	30	5
VI	Fluorescent orange	18	3
IV	All colors	30	5
I	All colors	30	5

# **APPENDIX A**

## **Guidelines for Handling Sonoran Desert Tortoise Encountered on Development Projects & Sonoran Desert Tortoise Observation Form**

# GUIDELINES FOR HANDLING SONORAN DESERT TORTOISES ENCOUNTERED ON DEVELOPMENT PROJECTS

Arizona Game and Fish Department

Revised October 23, 2007

The Arizona Game and Fish Department (Department) has developed the following guidelines to reduce potential impacts to desert tortoises, and to promote the continued existence of tortoises throughout the state. These guidelines apply to short-term and/or small-scale projects, depending on the number of affected tortoises and specific type of project.

The Sonoran population of desert tortoises occurs south and east of the Colorado River. Tortoises encountered in the open should be moved out of harm's way to adjacent appropriate habitat. If an occupied burrow is determined to be in jeopardy of destruction, the tortoise should be relocated to the nearest appropriate alternate burrow or other appropriate shelter, as determined by a qualified biologist. Tortoises should be moved less than 48 hours in advance of the habitat disturbance so they do not return to the area in the interim. Tortoises should be moved quickly, kept in an upright position parallel to the ground at all times, and placed in the shade. Separate disposable gloves should be worn for each tortoise handled to avoid potential transfer of disease between tortoises. Tortoises must not be moved if the ambient air temperature exceeds 40° Celsius (105° Fahrenheit) unless an alternate burrow is available or the tortoise is in imminent danger.

A tortoise may be moved up to one-half mile, but no further than necessary from its original location. If a release site, or alternate burrow, is unavailable within this distance, and ambient air temperature exceeds 40° Celsius (105° Fahrenheit), the Department should be contacted to place the tortoise into a Department-regulated desert tortoise adoption program. Tortoises salvaged from projects which result in substantial permanent habitat loss (e.g. housing and highway projects), or those requiring removal during long-term (longer than one week) construction projects, will also be placed in desert tortoise adoption programs. *Managers of projects likely to affect desert tortoises should obtain a scientific collecting permit from the Department to facilitate temporary possession of tortoises.* Likewise, if large numbers of tortoises (>5) are expected to be displaced by a project, the project manager should contact the Department for guidance and/or assistance.

Please keep in mind the following points:

- . These guidelines do not apply to the Mojave population of desert tortoises (north and west of the Colorado River). Mojave desert tortoises are specifically protected under the Endangered Species Act, as administered by the U.S. Fish and Wildlife Service.
- . These guidelines are subject to revision at the discretion of the Department. We recommend that the Department be contacted during the planning stages of any project that may affect desert tortoises.
- . Take, possession, or harassment of wild desert tortoises is prohibited by state law. Unless specifically authorized by the Department, or as noted above, project personnel should avoid disturbing any tortoise.

Arizona Department of Transportation  
Sonoran Desert Tortoise Observation Form



Date of Observation

Time

Observed By

ADOT Work Unit

Work Telephone Number

Location- Route

Location- Milepost

ADOT District

Project TRACS #

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Description of Encounter

Description of encounter should include as much information possible: site description, project activities, weather conditions and information on the animal (condition, behavior) etc.

Photo(s)

☐

GPS (if available)

Adjacent Land Owner

Return to:

ADOT Environmental Planning Group Biology Team

1611 W. Jackson, MD EM02

Phoenix, AZ 85007

or via email to: [jfife@azdot.gov](mailto:jfife@azdot.gov)

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
EXECUTIVE ORDER 11246, July 1, 1978

(Revised November 3, 1980)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless 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 compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and

Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Revised 04-15-81

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 imitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## Title VI/Non-Discrimination Assurances

### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI/Non-Discrimination Assurances****APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)

JULY 1, 1978 (Revised November 3, 1980)

(Revised April 15, 1981)

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

	Minority	Female
Tucson and balance of Pima County	24.1	6.9
Cochise, Graham, Greenlee and Santa Cruz Counties	27.0	6.9
Phoenix and balance of Maricopa County	15.8	6.9
Apache, Coconino, Gila, Mohave, Navajo, Pinal, Yavapai and Yuma Counties	19.6	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in all areas where he has Federal or federally assisted work.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

EQUAL EMPLOYMENT OPPORTUNITY  
COMPLIANCE REPORTS

(Project, Training and Annual)

Federal-Aid Projects

February 1, 1977; Revised July 1, 1978; Revised November 3, 1980  
Revised April 15, 1981; Revised September 7, 1983  
Revised October 15, 1998; Revised August, 1, 2005;  
Revised March 1, 2015

**ANNUAL REPORT:**

For each contract in the amount of \$10,000 or more, and for each subcontract, regardless of tier not including material suppliers, in the amount of \$10,000 or more, the contractor and each subcontractor regardless of tier shall submit an annual Equal Employment Opportunity (EEO) Report containing all the information required on Form FHWA-1391. Contractors and subcontractors are required to submit the required information through the LCPtracker system, a labor compliance software monitoring certified payroll and prevailing wage.

The staffing figures to be reported should represent the project workforce on board in all or any part of the last payroll period preceding the end of July.

The report shall be submitted no later than September 1.

General Decision Number: AZ160008 11/25/2016 AZ8

Superseded General Decision Number: AZ20150008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai  
and Yuma Counties in Arizona.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	10/07/2016
2	11/25/2016

CARP0408-005 10/01/2015

	Rates	Fringes
CARPENTER (Including Cement Form Work) .....	\$ 24.63	11.54

\* ENG10428-001 09/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1 .....	\$ 22.34	9.68
Group 2 .....	\$ 26.61	9.68
Group 3 .....	\$ 27.69	9.68
Group 4 .....	\$ 28.72	9.68

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt

loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

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IRON0075-004 08/01/2015

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.00	21.77
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add	\$4.00	
Zone 3: 100 to 150 miles - Add	\$5.00	
Zone 4: 150 miles & over - Add	\$6.50	

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LABO0383-002 06/01/2016

	Rates	Fringes
Laborers:		
Group 1.....	\$ 17.18	5.01
Group 2.....	\$ 18.08	5.01
Group 3.....	\$ 18.78	5.01
Group 4.....	\$ 19.72	5.01
Group 5.....	\$ 20.58	5.01

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

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PAIN0086-001 04/01/2014

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 19.50	4.85
ZONE PAY: More than 100 miles from Old Phoenix Courthouse \$3.50 additional per hour.		

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 SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline)....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine.....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59

Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 19.92		7.10
Crane (under 15 tons).....\$ 21.35		7.36
Dragline (up to 10 cu yd)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72		3.59
Drilling Machine (including Water Wells).....\$ 20.58		5.65
Grade Checker		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 16.04		3.68
Hydrographic Seeder.....\$ 15.88		7.67
Mass Excavator.....\$ 20.97		4.28
Milling Machine/Rotomill.....\$ 21.42		7.45
Motor Grader (Finish-any type power blade)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 21.92		4.66
Motor Grader (Rough)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 20.07		4.13
Oiler.....\$ 18.15		8.24
Power Sweeper.....\$ 16.76		4.44
Roller (all types Asphalt)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.27		3.99
Roller (excluding asphalt)..\$ 15.65		3.32
Scraper (pneumatic tired)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.69		3.45
Screed		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.54		3.72
Shovel < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72		3.59
Skip Loader (all types <3 cu yd).....\$ 18.28		5.30
Skip Loader (all types 3 < 6 cu yd)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.64		4.86
Skip Loader (all types 6 < 10 cu yd).....\$ 20.15		4.52
Tractor (dozer, pusher - all)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.26		2.65

#### PAINTER

Coconino, Maricopa, Mohave, Pima, Pinal & Yuma..\$ 15.57		3.92
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#### TRUCK DRIVER

2 or 3 Axle Dump or Flatrack.....\$ 16.27		3.30
5 Axle Dump or Flatrack.....\$ 13.97		2.89
6 Axle Dump or Flatrack (<		

16 cu yd).....	\$ 17.79	6.42
Belly Dump.....	\$ 14.67	
Oil Tanker Bootman.....	\$ 22.03	
Self-Propelled Street Sweeper.....	\$ 13.11	5.48
Water Truck 2500 < 3900 gallons.....	\$ 18.14	4.55
Water Truck 3900 gallons and over.....	\$ 15.92	3.33
Water Truck under 2500 gallons.....	\$ 15.94	4.16

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

ARIZONA DEPARTMENT OF TRANSPORTATION  
INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION  
CONTRACTS AND SPECIFICATIONS SECTION

## BID SCHEDULE

**CONTRACT # 2016092**

TRACS No.	Project No.	Item	County	District	Gross Length	Net Length	Prepared By:
0000 PN SUP T002201C	SUP-0-(202)T	Local-FA	PINAL	SOUTHEAST		0	Rik Richter

Highway Termini	Location	Work Description
• TOWN OF SUPERIOR	• VARIOUS LOCATIONS	• SIGN REPLACEMENT

**BID SCHEDULE**

0000 PN SUP T002201C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
2020047	REMOVAL OF SIGNS	EACH	42		
6070038	SLIP BASE (FOR 2 1/2 T POST)	EACH	42		
6070057	SIGN POST (PERFORATED) (2 1/2 T)	L.FT.	504		
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	42		
6080005	WARNING, MARKER, OR REGULATORY SIGN PANEL	SQ.FT.	3,556		
6080025	FLAT SHEET ALUMINUM SIGN PANEL	SQ.FT.	739		
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	L.SUM	1	\$12,000.00	\$12,000.00
7010006	FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL DEVICES	L.SUM	1		
9010001	MOBILIZATION	L.SUM	1		
9240119	MISCELLANEOUS WORK (STREET SIGN MOUNTING HARDWARE)	EACH	405		

**BID SCHEDULE**

0000 PN SUP T002201C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1		

**BID TOTAL :**

# PROPOSAL

TO THE ARIZONA DEPARTMENT OF TRANSPORTATION:

Gentlemen:

The following Proposal is made for constructing project

0000 PN SUP T002201C HSIP-SUP-0(202)T  
TOWN OF SUPERIOR  
(Various Locations)

in the State of Arizona.

The following Proposal is made on behalf of \_\_\_\_\_

and no others.

\_\_\_\_\_  
(NAME OF COMPANY, FIRM, OR CORPORATION)

The undersigned hereby certifies that (s)he has been duly authorized to submit a proposal on behalf of the company, firm, or corporation mentioned above; and further certifies, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1 of the Arizona Revised Statutes, that neither (s)he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such project and furthermore that no member or employee of the Arizona Department of Transportation is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Standard Specifications, Special Provisions and forms of Contract and Bond authorized by the Arizona Department of Transportation and constituting essential parts of this proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Specifications, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Specifications, Special Provisions, and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor to do all the work in the manner specified, and to accept, as full compensation therefor, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials, by the quantity thereof actually incorporated in the complete project, as determined by the State Engineer. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bond within ten calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work on or before expiration of the contract time as defined in the Specifications, and maintain at all times a Payment Bond and a Performance Bond, approved by the State Engineer, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

12-5901 R03/11  
Proposal  
Sheet 1 of 2

A Proposal Guaranty in the amount and character named in the Advertisement for Bids is enclosed, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder, and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, the State of Arizona, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(Seal)

Corporate Name: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

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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 PN SUP T002201C HSIP-SUP-0(202)T  
TOWN OF SUPERIOR  
(Various Locations)

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 he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7b (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Information concerning Standard Form 100 (EEO-1) is available from:

Joint Reporting Committee  
P.O. Box 19100  
Washington, D.C. 20036-9100

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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TOWN OF SUPERIOR  
(Various Locations)

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

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TOWN OF SUPERIOR  
(Various Locations)

**ARIZONA DEPARTMENT OF TRANSPORTATION  
PARTICIPATION IN BOYCOTT OF ISRAEL CERTIFICATION FORM**

0000 PN SUP T002201C HSIP-SUP-0(202)T  
TOWN OF SUPERIOR  
(Various Locations)

**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.

_____ Company Name	_____ Signature of Person Authorized to Sign
_____ Address	_____ Printed Name
_____ City                      State                      Zip	_____ Title

**ARIZONA DEPARTMENT OF TRANSPORTATION**

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

The undersigned, fully cognizant of the requirements and of the goal established, hereby certifies that in the preparation of this bid for federal aid project:

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TOWN OF SUPERIOR  
(Various Locations)

(CHECK ONE)

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

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

THIS CERTIFICATE MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE BID.

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

In accordance with the DBE Special Provisions, the bidder shall specify its DBE participation on the "DBE Intended Participation Affidavit", or provide documentation of its good faith efforts, by 4:00 p.m. on the seventh calendar day following the bid opening. The apparent low bidder shall obtain the required affidavit from the Business Engagement & Compliance Office (BECO) website at <http://www.azdot.gov/bec> or email [contractorcompliance@azdot.gov](mailto:contractorcompliance@azdot.gov)

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name of Authorized Officer of Firm

\_\_\_\_\_  
Signature of Authorized Officer of Firm

\_\_\_\_\_  
Title