ARIZONA DEPARTMENT OF TRANSPORTATION

ADVERTISEMENT FOR BIDS

SPECIAL PROVISIONS

BIDDERS DOCUMENTS

TRACS/Proj. No.:

0000 YU SOM T051701C SOM-0(208)T
CITY OF SOMERTON
(COUNTY 15TH ST & AVE D)

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

ARIZONA DEPARTMENT OF TRANSPORTATION

ADVERTISEMENT FOR BIDS

BID OPENING: FRIDAY, MAY 01, 2026, AT 11:00 A.M. (M.S.T.)

TRACS NO	0000 YU SOM T0517 01C
PROJECT NO	SOM-0(208)T
TERMINI	CITY OF SOMERTON
LOCATION	COUNTY 15TH ST & AVE D

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

The amount programmed for this contract is $710,000. The location and description of the proposed work are as follows:

The proposed project is located in Yuma County within the City of Somerton at the intersection of County 15th Street and Avenue D. The work consists of installation of new advance warning flashers and LED stop signs. The work also includes grading, installing a new driveway, signing and pavement markings, and other related works.

The time allowed for the completion of the work included in this contract will be 165 calendar days.

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

To submit a valid bid, the bidder must (1) have prequalification from the Department as necessary for the project, and (2) be included on the project Plansholder List as a Prime.

The Application for Contractor Prequalification may be obtained from the Contracts and Specifications website.

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

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

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

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

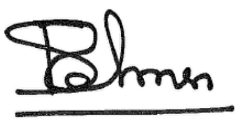
Persons that require a reasonable accommodation based on language or disability should contact ADOT's Contracts and Specifications Office by phone (602) 712-7221. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

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

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

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

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



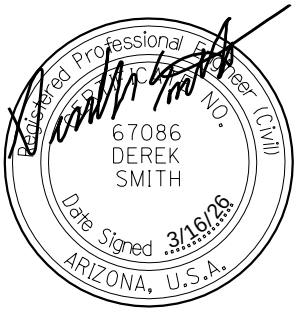
For Brahama Singh, PE,
Group Manager,
Contracts & Specifications

Project Advertised on: 03/30/2026

SPECIAL PROVISIONS

FOR

ARIZONA PROJECT



0000 YU SOM T0517 01C

SOM-0(208)T

CITY OF SOMERTON

COUNTY 15TH ST & AVE D

INTERSECTION IMPROVEMENTS

PROPOSED WORK:

The proposed project is located in Yuma County within the City of Somerton at the intersection of County 15th Street and Avenue D. The work consists of installation of new advance warning flashers and LED stop signs. The work also includes grading, installing a new driveway, signing and pavement markings, and other related works.

(SPC00FA, 06/19/25)

SPECIFICATIONS:

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

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2021,

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

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

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

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

The Proposal Pamphlet which includes the following documents:

These Special Provisions,

Appendix A – Western Burrowing Owl Awareness Flyer,

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

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

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

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

Equal Employment Opportunity Compliance Reports, Federal-Aid Projects, February 1, 1977, Revised July 1, 1978, Revised November 3, 1980, Revised April 15, 1981, Revised September 7, 1983, Revised October 15, 1998, Revised January 1, 2005, Revised August 1, 2005, and Revised March 1, 2015,

Wage Determination Decision,

Bidding Schedule,

Proposal,

Surety (Bid) Bond, 12-1303,

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

Certification With Respect to the Receipt of Addenda,

Participation in Boycott of Israel Certification Form,

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

BID SUBMISSION:

In submitting a bid, the bidder shall completely execute the following documents:

Proposal,

Bidding Schedule,

Surety (Bid) Bond, 12-1303,

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

Certification With Respect to the Receipt of Addenda,

Participation in Boycott of Israel Certification Form, and

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

PROPOSAL GUARANTY:

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

CONTRACT DOCUMENTS:

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

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

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

Statutory Performance Bond, 12-1301, September 1992

Statutory Payment Bond, 12-1302, September 1992

Contract Agreement, 12-0912, August 2000

Certificate of Insurance, 12-0100, June 1998

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

MATERIAL AND SITE INFORMATION:

Projects requiring materials, excavation, or site investigation may have additional information available concerning the material investigations of the project site and adjacent projects. This information, when available and applicable, may be examined in the Office of the Bridge Group-Geotechnical Services, located at 205 S. 17th Avenue, Phoenix, AZ 85007-3212. The contractor may contact Bridge Group at (602) 712-7481 to schedule an appointment to examine the information. This information will not be attached to the contract documents.

(EPRISENGL-IFR)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 Code of Federal Regulation Part 26 (49 CFR Part 26), as revised by the USDOT DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR).

The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26, as revised by the IFR.

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

(A) To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;

(B) To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;

(C) To ensure that the DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;

(D) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;

(E) To help remove barriers to the participation of DBEs in USDOT-assisted contracts,

(F) To assist in the development of firms that can compete successfully in the market place outside the DBE program; and

(G) To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

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

2.0 Assurances of Non-Discrimination:

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

(A) Withholding monthly progress payments;

(B) Assessing sanctions; and/or

(C) Disqualifying the contractor from future bidding as non-responsible.

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

3.0 Definitions:

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

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

(1) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and,

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

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

(D) Joint Venture: an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

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

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

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

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

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

1. Operates as a for-profit business.

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

3. Is independently owned and operated.

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

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

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

(1) Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on an individual basis.

(2) A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, all applicants shall qualify as socially and economically disadvantaged if they can demonstrate that they can meet the relevant criteria described in 49 CFR Part 26.67.

(3) Being born in a particular country does not, standing alone, mean that a person is necessarily socially and economically disadvantaged.

4.0 Working with DBEs:

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

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

4.01 Business Development Program:

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

small business organizations, tribal governments, profit and nonprofit corporations) to help DBEs to successfully compete for highway construction projects and become self-sufficient. The program provides educational opportunities for DBEs regarding current market conditions, Federal regulatory compliance, and best business practices. These efforts are reinforced with one-on-one business counseling for DBEs certified in areas that directly support Federal-aid highway projects, small group workshops, conferences, business expositions, regular in-person training opportunities, and regular virtual training opportunities. For guidance regarding this program, refer to the Business Development Program Guidelines available on the BECO website at https://azdot.gov/business/business-engagement-and-compliance/dbe-supportive-services/business-development-program/disadvantaged-business-enterprise-dbe-program/dbe.

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

5.0 Applicability:

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

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

The provisions are applicable to all bidders.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

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

(B) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(C) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

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

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

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

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

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

The Department is a member of the AZ Unified Certification Program (AZUCP). During the transition period, the list of firms listed in AZ UTRACS were certified prior to October 3, 2025, not in accordance with the IFR, and therefore do not count for DBE credit, unless otherwise noted in AZ UTRACS. The list indicates contact information and specialty for each DBE firm and may be sorted in a variety of ways. However, the Department does not guarantee the accuracy and/or completeness of this information, nor does the Department represent that any licenses or registrations are appropriate for the work to be done.

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

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, the Department’s DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses registered to do business in

Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization goals on projects, the Department encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement in accordance with the IFR. However, SBCs that are not DBEs will not be counted toward DBE participation.

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

7.0 DBE Financial Institutions:

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

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

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

9.0 Computation of Time:

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

10.0 Contractor and Subcontractor Requirements:

10.01 General:

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

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

10.02 Blank:

11.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

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

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

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

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

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

12.0 DBE Goals:

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

The Department has not established contract goals for DBE participation in this contract. Contractors are still encouraged to employ reasonable means to obtain DBE neutral efforts.

Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only DBE neutral efforts are employed.

13.0 Payment Reporting:

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

14.0 Crediting DBE Participation:

14.01 General Requirements:

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

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

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

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

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

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

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

With the exception of bond premiums, all work must be attributed to specific bid items. Where work applies to several items, the DBE contracting arrangement must specify unit price and amount attributable to each bid item. DBE credit for any individual item of work performed by the DBE shall be the lesser of the amount to be paid to the DBE or the prime

contractor's bid price. If the amount bid by the DBE on any item exceeds the prime contractor's bid amount, the prime contractor may not obtain credit by attributing the excess to other items.

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

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

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

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

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

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

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

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

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

14.02 Effect of Loss of DBE Eligibility:

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

(A) If a DBE firm loses its DBE eligibility because the DBE firm was acquired by a non-DBE firm, no work performed by the DBE firm after the Decision Date will be counted toward DBE participation.

(B) If a subcontract, contract, or supplier arrangement has been executed before the Decision Date, work performed by the DBE firm will be counted toward DBE participation.

(C) If neither paragraph (A) nor paragraph (B) above applies, the work performed by the DBE firm after the Decision Date will be counted toward DBE participation.

(D) If the contractor extends or adds work to the DBE firm's subcontract, that work will not be counted towards DBE participation unless the contractor has obtained prior approval from the Department for DBE credit. Any requests to extend or add work to the DBE firm's subcontract to count towards DBE participation shall be submitted using the request form, made available on BECO's website at https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance/contract-specs-and-forms, to extend Decertified DBE contract for DBE credit.

(E) The Department will consent to such DBE credit only if the added work is within the foreseeable range of added work, given the circumstances of the original DBE contract.

(F) For the purposes of this subsection, "Decision Date" means the date the Department notifies the DBE that it has become ineligible, decertified, or suspended under 49 CFR Part 26.87(c)(4), (g).

14.03 Notifying the Contractor of DBE Certification Status:

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

14.04 Police Officers:

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

14.05 Commercially Useful Function:

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

In conformity with 49 CFR Part 26.55(c), a DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

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

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

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

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

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

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

14.06 Trucking:

In conformity with 49 CFR Part 26.55(d), the Department will use the following factors in determining whether a DBE trucking company is performing a commercially useful function. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

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

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

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

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

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

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

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

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

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

14.07 Materials and Supplies:

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

(A) If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies is credited.

(1) A DBE manufacturer is defined as: a firm that owns, or leases, and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract, and of the general character described by the specifications.

(2) Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

(B) If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies, (including transportation costs), is credited.

(1) A DBE regular dealer is defined as: a firm that owns, or leases, and operates, or maintains a store or warehouse or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business.

(a) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(b) Items kept and regularly sold by the DBE are of the “general character” when they share the same material characteristics and application as the items specified by the contract.

(2) A firm may be a DBE regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, stone or asphalt without owning and operating a place of business, as provided above, if the person both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers’ own

distribution equipment must be by a long-term operating lease, and not on an ad-hoc or contract-by-contract basis.

(3) A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies, including transportation cost, when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.

(4) A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items as described above. If the DBE supplier of these items does not own or lease distribution equipment, as described above, it is not a regular dealer.

(5) Packagers, brokers, manufacturers' representatives, or other persons who arrange, facilitate or expedite transactions are not regular dealers within the meaning of this paragraph and the paragraph above.

(C) If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, 40 percent of the cost of materials or supplies (including transportation costs) count for credit.

(1) A DBE distributor is defined as: an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

(2) A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor.

(3) If paragraph (1) and paragraph (2), above, are met, DBE distributors may receive 40 percent for drop-shipped items.

(4) Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.

(D) With respect to materials or supplies purchased from a DBE which is neither a manufacturer, a regular dealer, nor a distributor, the following standards shall apply:

(1) The Department will credit the entire amount of the fees or commissions charged by the DBE for: (1) assistance in the procurement of the materials and supplies,

or (2) fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE participation.

(2) The Department will only credit the fees or commissions charged by the DBE if the Department determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) The cost of the materials and supplies themselves may not be counted toward DBE participation.

(E) The Department will credit expenditures with DBEs for material and supplies (e.g. whether a firm is acting as a regular dealer, distributor or a transaction facilitator) towards DBE participation on a contract-by-contract basis.

(F) The fact that a DBE firm qualifies under a classification (manufacturer, regular dealer, distributor or supplier) for one contract does not mean it will qualify for the same classification on another contract.

(G) The bidder shall be responsible for verifying whether a DBE qualifies as a DBE manufacturer, regular dealer, distributor or supplier.

(1) For each DBE firm listed as a regular dealer or distributor, the bidder must assess a DBE firm's eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor.

(2) To receive credit toward DBE participation, the bidder shall use and submit the form made available on BECO's website at https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance/contract-specs-and-forms, to affirm the DBE firm's capacity and intent to perform as a regular dealer or distributor.

15.0 Joint Checks:

15.01 Requirements:

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

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

(B) The use of joint checks will be allowed only if the prime contractor, DBE subcontractor, and material supplier establish that the use of joint checks in similar transactions is a commonly recognized business practice in the industry, particularly with respect to similar transactions in which DBE's do not participate.

(C) A material or supply contract may not bear an excessive ratio relative to the DBE subcontractor's normal capacity.

(D) There may not be any exclusive arrangement between one prime and one DBE in the use of joint checks that may bring into question whether the DBE is independent of the prime contractor.

(E) Any arrangement for joint checks must be in writing, and for a specific term (for example, one year, or a specified number of months) that does not exceed a reasonable time to establish a suitable credit line with the supplier.

(F) The prime contractor may act solely as the payer of the joint check, and may not have responsibility for establishing the terms of the agreement between the DBE subcontractor and the supplier.

(G) The DBE must be responsible for receiving the check from the prime contractor and delivering the check to the supplier.

(H) The prime contractor cannot require the DBE subcontractor to use a specific supplier, and the prime contractor may not participate in the negotiation of unit prices between the DBE subcontractor and the supplier.

15.02 Procedure and Compliance:

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

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

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

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

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

16.0 Certification of Final DBE Payments:

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

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

17.0 False, Fraudulent, or Dishonest Conduct:

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

(TITLEVI, 08/19/21)

STANDARD TITLE VI SPECIFIC ASSURANCES:

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

GENERAL REQUIREMENTS:

BLM Material Sources:

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

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

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

Local Agencies Standards:

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

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

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

Use of Prohibited Products:

The contractor shall not commit any of the following actions:

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

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

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

The contractor shall identify the known subsidiaries and affiliates of the aforementioned from the following Website: https://umd.service-now.com/itsupport?id=kb_article_view&sysparm_article=KB0014132&sys_kb_id=28015b70dbe0e3849382f1a51d96193f

Construction Phasing:

The contract duration of this project is divided into two phases as follows:

Phase 1: Consists of equipment submittals, reviews, and procuring equipment with long lead manufacturing and delivery times.

Phase 2: consists of all activities not included in Phase 1.
The contractor shall not begin any of the Phase 2 activities during Phase 1. If Phase 2 activities are conducted during Phase 1, the time allowed for Phase 1 will be terminated, and the time allowed for Phase 2 will begin.

The work on installing advance warning signs may be started two weeks before the long lead items are confirmed to become available.

No extension in Contract Time will be considered due to the contractor's failure to provide acceptable equipment submittals, reviews or delays in procuring the long lead time items.

Environmental Mitigation Measures:

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

Maintenance of Project Site:

The contractor shall be responsible for maintaining a clean project site within the project limits including the removal and disposal of all trash, debris, and litter during the construction period. No measurement or direct payment will be made for this maintenance, the cost being considered as included in the price of other contract items.

The contractor shall be responsible for maintaining existing plant material not identified for removal within the project limits, including crossroads, at all times in accordance with Subsection 806-2.11 of the specifications.

Verification of Existing Features:

The locations and dimensions of existing roadway features shown on the plans are based on as-built plans, aerial photographs, and field surveys. It shall be the contractor's responsibility to field-verify the information given on the plans wherever that information affects the new work. Significant differences between the measured and plan information shall be submitted to the Engineer prior to proceeding with the work. Minor adjustments to locations and other elements, to the extent they are required to match existing construction

and do not affect the disposition of other project features, will not require review or approval by the Engineer.

(101DEFN, 04/21/22)

SECTION 101 DEFINITIONS AND TERMS:

101.02 Definitions:

Acceptance: of the Standard Specifications is hereby deleted:

Characteristic: of the Standard Specifications is revised to read:

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

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

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

Contract Bonds:

Surety Bonds that include Performance Bond and Payment Bond.

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

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

Roadbed: of the Standard Specifications is revised to read:

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

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

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

State: of the Standard Specifications is revised to read:

The State of Arizona, acting through its authorized representatives.

(102NOBID, 09/19/12)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

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

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

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

(102LOBY, 01/21/21)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

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

(A) Lobbying:

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

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

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL, "Disclosure Form to Report Lobbying", are available at ADOT Contracts and Specifications Group, 205 South 17th Avenue, Room 121F, Phoenix, AZ 85007.

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

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

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

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

(103AWARD, 09/17/20)

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

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

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

When a contract is funded, either wholly or in part, by federal funds, an award of contract may be made contingent upon the successful bidder obtaining an appropriate license in accordance with the requirements of Subsection 102.16 of the specifications. The license must be obtained within 60 calendar days following opening of bid proposals. No adjustment in proposed bid prices or damages for delay will be allowed as a result of any delay caused by the lack of an appropriate license.

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

(104TPDDC, 08/21/25)

SECTION 104 SCOPE OF WORK:

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

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

SECTION 104 SCOPE OF WORK:

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

(D) Access Restrictions:

The project shall be constructed in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition with the Arizona Supplement to the 2009 MUTCD and the Arizona Department of Transportation Traffic Control Design Guidelines (TCDG), 2025 Edition. The contractor is responsible for establishing the traffic control necessary to provide a safe and efficient work zone without unduly delaying traffic. Alterations and modifications to the special provisions will be considered if they conform to the references listed above. Any changes or revisions to the traffic control requirements and Special Provisions must be approved in advance by the Engineer.

The temporary removal or covering of existing signs shall be in accordance with Section 701-3.11 and 701-5.10 of the Standard Specifications. All existing signs in conflict with the construction signs shall be removed or covered in place, as directed by the Engineer. The contractor shall store and reinstall items which have been removed or relocated in a manner approved by the Engineer at no additional cost to the department.

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

Prior to implementing traffic control activities at the project site, the contractor shall coordinate with and submit for review and approval to the Engineer, the traffic control plans including a general construction schedule of all traffic control strategies, dates, and times, providing a minimum advance notice of 14 calendar days for all planned access restrictions.

No work shall begin until written approval of a Traffic Control Plan is received from the Engineer. The listed items in these special provisions are not all inclusive and it shall be incumbent upon the contractor to provide details that will allow a full analysis of its operations.

The contractor shall maintain access for and protection of pedestrians across the work zone at all times.

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

The schedule and the related traffic control shall be developed in such a way that all driveways are always open. The schedule should be developed in such a manner that it can be released to other agencies and the public. The schedule shall be updated as necessary.

Restriction to one lane of travel is permitted when approved by the Engineer. No full closures of any roadway will be permitted to facilitate activities.

(1) Advance Construction Zone Signing

The contractor shall install “Advance Construction Zone” signing on portable sign stands (spring type) on all approaches per the project plans, except the spacing may be adjusted to suit field conditions where there is restricted sight distance, driveways, and intersections.

Each advanced construction zone sign, except the G20-2AZ, shall have two flags and a Type A flashing warning light.

The advance signing shall be placed so as not to interfere with work zone signing.

(2) Work Zone Restrictions

No lane restrictions will be allowed during weekends or recognized holidays unless otherwise directed by the Engineer. Weekends are defined as from 12:00 PM on Friday through 9:00 AM of the following Monday. Holidays are from 5:00 PM of the last working day

prior to the holiday until 9:00 AM of the first working day following the holiday. For non-weekends and non-holidays, lane restrictions are permitted between 9:00 AM to 5:00 PM unless otherwise approved by the Engineer.

The recognized holidays are:

Holiday	Start Day (12 PM)	End Day (6 AM)
Independence Day	July 2, 2026	July 6, 2026
Labor Day	September 4, 2026	September 8, 2026
Columbus Day	October 9, 2026	October 13, 2026
Veteran's Day	November 10, 2026	November 12, 2026
Thanksgiving Day	November 20, 2026	November 30, 2026
Christmas/New Year's Day	December 18, 2026	January 4, 2027
Civil Rights Day	January 15, 2027	January 19, 2027
President Day	February 12, 2027	February 16, 2027

There shall be no modifications to this schedule unless approved by the Engineer.

Local events, as identified by the District Engineer or the City of Somerton, may require restrictions from activities impacting traffic on other days, at the discretion of the Engineer.

The contractor shall maintain all traffic lanes on all roadways on weekends and holidays and as directed by the Engineer. During work periods, the contractor shall maintain a minimum of one lane of traffic in each direction on each roadway, unless otherwise noted in the design plans or approved by the Engineer. Lane closures shall be approved 14 calendar days in advance of activities by the Engineer in which the project site is located.

(E) Access Requirements:

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

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

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

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

Schedule for Daily Traffic Control Activities:

The contractor shall provide a schedule of daily activities and corresponding traffic control schemes. The information shall be provided in advance or during the weekly construction meeting in according with Subsection of 108.04 of the Standard Specifications and shall specify the limits of the work activities and related traffic control plan by location, direction and time.

The schedule and the related traffic control shall be developed in such a way that access or alternative access is maintained at all times to all adjacent residential developments, commercial and public rights of way. The schedule should be developed in such a manner that it can be released to other agencies and the public.

No work shall begin until written approval of a TCP is received from the Engineer. The listed items in these special provisions are not all inclusive and it shall be incumbent upon the contractor to provide details that will allow a full analysis of its particular operations.
All lane restrictions and closure will be subject to the following:

- Any work requiring a lane closure shall have an approved TCP.
- All proposed lane closures shall be submitted to the Engineer at least fourteen (14) calendar days in advance of the closure, unless otherwise approved by the Engineer.
- Any exceptions must be approved by the Engineer
- No closure or traffic restrictions will be allowed during weekends or recognized holidays unless otherwise approved by the Engineer.
- All work requiring a lane closure on the Roadway Segments shall be performed during the allowable lane closure shown on the table below:

Road	**Weekdays (Monday – Friday)**	**Weekends (Saturday – Sunday)**
Roadway Segments Single Lane Closure	9:00 AM – 5:00 PM	None

(104STORM, 11/01/95)

SECTION 104 SCOPE OF WORK:

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

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

(D) Payment for Repair Work:

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

(E) Termination of Contract:

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

(104ENVIR, 06/17/21)

SECTION 104 SCOPE OF WORK:

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

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

The contractor shall promptly advise the Engineer that it is preparing the environmental analysis and shall submit to the Engineer for review and consultation. The Department will review the submittal and send it to the appropriate agencies and/or jurisdictions for consultation or return it to the contractor for revision. The contractor shall allow a minimum of 60 calendar days after submittal, or subsequent resubmittals, to the Department for the Department to review the environmental analysis and to consult with the appropriate jurisdictions and/or agencies. At the end of the review period, the Engineer will notify the contractor whether or not the environmental analysis is acceptable.

If the approval of the environmental analysis causes a delay to a controlling activity of the project due to the Department's actions in the aforementioned review process, the contractor may seek, and the Engineer may grant, an extension of time in accordance with the terms of Subsection 108.08 of the specifications. The time extension shall not exceed 30 working days for a working-day contract, or 45 calendar days for a calendar-day project. The time extension will not be considered unless the contractor can show evidence of the delay resulting due to the Department's actions in the review process. A time extension

request will not be considered or granted for any other reason. No time extension will be granted for a fixed completion date contract.

104.12 Environmental Analysis: the items (G) and (O) of the seventh paragraph

of the Standard Specifications is revised to read:

(G) The archaeological survey of the proposed source prepared by a person who meets the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) and possesses a current permit for archaeological survey issued by the Arizona State Museum (ASM). The survey shall be prepared in a State Historic Preservation Office (SHPO) standardized format. The survey shall identify all historic properties within the area of potential effect (APE), as defined by the National Historic Preservation Act (36 CFR 800.4). This includes the materials source, processing area, and the haul road. Additionally, the survey report shall identify the effects of the proposed source on any historic properties within the APE, and recommend measures to avoid, minimize, or mitigate those effects. The survey report shall be prepared by the contractor in accordance with SHPO and ASM formatting style for the Historic Preservation Specialist's initial review. After the initial review, the Department will consult with the landowner, SHPO, and Tribes for a minimum of 35 days for the final approval of the survey report.

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

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

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

(104VEPC, 03/20/25)

SECTION 104 SCOPE OF WORK:

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

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

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

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

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

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

(104ENVST, 09/19/24)

SECTION 104 SCOPE OF WORK:

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

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

BIO-3: (MBTA – Burrowing Owls)

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

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

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

BIO-3C: MBTA – Burrowing Owl Relocation:

If an active burrow is found during survey or construction and avoidance is not possible, as determined by the Engineer, the contractor shall employ a wildlife rehabilitator who in

coordination with the Department Environmental Planning Biologist and relevant programmatic agreements will apply for a project specific US Fish and Wildlife Service Migratory Bird Treaty Act Special Purpose - Relocation Permit. The wildlife rehabilitator shall be permitted by the US Fish and Wildlife Service and licensed by the Arizona Game and Fish Department. Relocation of owls or eggs from active burrows shall be performed by the wildlife rehabilitator.

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

(1) Project name, location and ADOT project number;

(2) Point of contact;

(3) Date(s) of relocations;

(4) Location of the areas birds where moved from and where they were moved to;

(5) An explanation of why the birds were relocated;

(6) The number, age and sex of birds relocated; and

(7) Name of rehabilitator, AZGFD rehabilitator license and USFWS permit information.

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

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

(105TPDDC, 08/21/25)

SECTION 105 CONTROL OF WORK:

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

Damage to the project resulting from a third-party shall be reported to the Engineer. Damages to permanent project features, determined by the Engineer as eligible for payment

in accordance with the requirements of Subsection 104.04 of the specifications, will be paid for in accordance with Subsection 109.04 of the specifications.

(106DMAT, 12/18/25)

SECTION 106 CONTROL OF MATERIALS:

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

106.15 Domestic Materials and Products:

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

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either 0.1 percent of the total (final) contract cost or $2,500 whichever is greater.

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

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

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

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

(106CMATLS, 12/18/25)

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

106.17 Construction Materials:

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

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

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

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

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

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

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

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

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

(106MAPR, 12/18/25)

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

106.18 Manufactured Products:

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

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

An item classified as iron or steel product in accordance with the requirements specified in Subsection 106.15 of the specifications or excluded materials such as cement and cementitious materials; bituminous materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives is not considered a manufactured product. However, manufactured product may include components that are iron or steel products or excluded materials.

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

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

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

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

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

(107UINSLMTS, 02/20/25)

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

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

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

(A) General Liability insurance with a minimum combined single limit of $1,000,000 each occurrence applicable to all premises and operations, and a minimum general aggregate limit of $2,000,000. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground). The products and completed operations coverage shall extend for one year past acceptance, cancellation or termination of the work. The policy shall contain a severability of interests provision.

(B) Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property of not less than $1,000,000 each occurrence with respect to contractor's owned, hired, or non-owned vehicles, assigned to or used in performance of the work.

(C) Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of the work, and Employers' Liability insurance with a minimum limit of $1,000,000. Evidence of qualified self-insured status will suffice for this subsection.

(107UTIL, 04/17/25)

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

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

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

SOUTHWEST DISTRICT

(928) 317-2106
(928) 317-2100

2243 E. Gila Ridge Road
Yuma, AZ 85365

Email address:
southwestpermit@azdot.gov

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

Beamspeed
Alex Camarena
2481 E Palo Verde Street
Yuma, AZ 85365
(928) 246-5222
alex@beamspeed.com

Beamspeed does have facilities within the projects limits but are not in conflict.

Allo Fiber
Marcos Juarez
610 Broadway, Imperial
NE 69033, US
marcos.juarez@allofiber.com

Allo Fiber does have facilities within the projects limits but are not in conflict.

Spectrum
Brian Holguin
1289 S 2nd Ave
Yuma, AZ 85364
(928) 750-2369
Brian.Holguin@charter.com

Spectrum does have facilities within the projects limits but are not in conflict.

Yuma County Water Users Association
Omar Peñuñnuri
3800 W. County 15th St.
Somerton, AZ 85350
(928) 627-8824 Ext. 25
openunuri@ycwua.org

Yuma County Water Users Association does have facilities within the projects limits but are not in conflict.

Lumen
Kevin Wagner and Chad Dalton
100 CenturyLink Drive
Monroe, LA 71203
(815) 245-9640 and (520) 891-1726
kwagner@terratechllc.net and cdalton@terratechllc.net

Lumen operates overhead wires running to the existing APS utility pole at Sta 10+37 and Offset 38'. The lines shall remain and be protected in place.

APS
Ben Gowers
6700 E. 30th St. M.S. 4853
Yuma, AZ 85365
(602) 809-3611
ben.gowers@aps.com

A utility pole located at STA 10+37 and Offset 38', at the West corner of Avenue D and County 15th Street, shall remain and be protected in place. The contractor shall not remove any material within a 5 foot radius of this pole.

The contractor shall notify the APS Public Safety Department at 602-250-3418 at least 7 calendar days prior to the installation of the Type A poles to arrange for APS safety personnel to oversee the installation process.

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

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

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

The contractor is cautioned to use care when operating near these facilities.

The contractor shall pothole and verify utilities are clear of signal pole foundations prior to beginning foundation work.

The contractor shall coordinate with the Engineer to request that all utilities be invited to the Preconstruction Partnering and Weekly Construction Meetings.

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

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

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

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

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

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

TABLE 107.15-1
SANCTIONS
(EACH 24-HOUR PERIOD, OR PORTION THEREOF)

Volume of Discharge	Raw Sewage or Industrial Wastewater	Treated Effluent
Less than 10,000 gallons	$5,000	$1,000
10,000 to 99,999 gallons	$10,000	$2,000
100,000 to 1 million gallons	$25,000	$3,000
Greater than 1 million gallons	$40,000	$5,000

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

(1) Stopped the discharge;
(2) Repaired the damaged pipe;
(3) Restored normal service; and

(4) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

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

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

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

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

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

(108SUBLT, 10/20/22)

SECTION 108 PROSECUTION AND PROGRESS:

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

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

(108PRCN, 08/19/21)

SECTION 108 PROSECUTION AND PROGRESS:

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

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

and approval of the Engineer; the inspection of structural steel fabrication; and the contemplated dates for the completion. The schedule shall be in a critical path method format. No schedule activity shall be shorter than one day or longer than 20 days. The schedule must show interrelationships among the activities, and the controlling items of work throughout the project shall be identified. If requested by the Engineer, the contractor shall furnish information needed to justify activity time durations. Such information shall include estimated manpower, equipment, unit quantities, and production rates. The schedule shall illustrate the completion of the work not later than the contract completion date.

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

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

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 Phase 1 of the contract is 85 calendar days.

The time allowed for the completion of the work included in Phase 2 of the contract is 80 calendar days.

The total time allowed for Phase 1 and Phase 2 (165 calendar days) will be known as the "Contract Time."

(108RSLD, 06/19/2025)

SECTION 108 PROSECUTION AND PROGRESS:

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

SCHEDULE OF LIQUIDATED DAMAGES			
Original Contract Amount		**Liquidated Damages Per Day**	
From More Than:	**To and Including:**	**Calendar Day or Fixed Date:**	**Working Day:**
$ 0	$ 500,000	$ 300	$ 1,000
$ 500,000	$ 1,000,000	$ 850	$ 1,700
$ 1,000,000	$ 2,000,000	$ 1,250	$ 2,650
$ 2,000,000	$ 5,000,000	$ 2,100	$ 3,800
$ 5,000,000	$ 10,000,000	$ 3,300	$ 6,850
$ 10,000,000	$ 30,000,000	$ 7,300	$ 10,550
$ 30,000,000	$ 60,000,000	$ 9,350	$ 17,750
$ 60,000,000	$ 90,000,000	$ 19,900	$ 27,850
$ 90,000,000	-------	$ 27,450	$ 38,400

(109RRBB, 04/18/24)

SECTION 109 MEASUREMENT AND PAYMENT:

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

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

(109FAEU, 08/15/24)

SECTION 109 MEASUREMENT AND PAYMENT:

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

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

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

Where: F = Adjustment Factor to R is 0.933

R = Current RRBB Monthly Rate

HOC = Hourly Operating Cost

(109WFADF, 05/15/25)

SECTION 109 MEASUREMENT AND PAYMENT:

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

109.04(D)(6) Forms:

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

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

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

Force account work shall be tracked daily; however, the contractor shall compile no more than one full week’s worth of daily records into a Weekly Force Account Detail form. Each reporting period runs from Saturday through Friday. The contractor shall submit the form within 30 calendar days of the respective week’s force account performance. The completed form shall be submitted to the Engineer for review and approval. The Engineer will review

the form and supporting documentation against the ADOT Inspector's Daily Force Account Reports, and will verify that the form is timely, complete, and accurate. Payment will not be made until the contractor has furnished applicable forms, detailing the costs of the force account work, including but not limited to the following information:

(a) Labor: name, classification, date, daily hours, hourly rate and fringe rate, and certified payrolls for each foreman and laborer.

(b) Equipment: dates, equipment number, description, operator name, hours used, approved stand-by hours, monthly rental rate, hourly operating cost and rental rate blue book sheets for each unit of equipment.

(c) Rental Equipment (Third Party): invoice, dates used, vendor name, description of equipment, operator name, hours used, invoice rate, hourly operating cost and rental rate blue book sheets for each rental equipment.

(d) Materials: invoice, date used, supplier name, description, quantity, unit of measure and unit cost.

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

(109RET, 10/20/22)

SECTION 109 MEASUREMENT AND PAYMENT:

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

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

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

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

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

(C) Payroll Submittals:

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

If, by the 15th of the month, the contractor has not submitted its payrolls for all work performed during the preceding month, the Engineer will provide a written notification of the

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

(109SUBPAY, 10/20/22)

SECTION 109 MEASUREMENT AND PAYMENT:

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

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

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

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

a) Sanctions. These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract:

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

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

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

b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the

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

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

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

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

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

(109FUEL, 02/10/12)

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

109.12 Fuel Cost Adjustment:

(**A) General:**

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

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

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

(B) Measurement:

The base index price of fuel will be determined by the Department from the selling prices of diesel fuel published by OPIS (Oil Price Information Service). The base index price to be used

will be the price for Diesel fuel No. 2, Ultra Low Sulfur, PAD 5, City of Phoenix Rack. The reported average value for the Phoenix area will be used.

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

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

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

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

The current index price for diesel fuel in subsequent months will be the base index price, determined as specified above, for the current month. For example; an adjustment for diesel fuel used in May, if applicable, will be based on the "current price" (CP) for May as posted on the last Wednesday of May. The amount of adjustment per gallon will be the net difference between the "initial cost," adjusted by 15 percent, and the current index price. The monthly adjustment will be determined by the Engineer and included in the payment estimate as a fuel adjustment. For fluctuations in excess of 15 percent, fuel cost adjustments will only be made for current price index increases greater than 1.15 times the "initial cost" or for decreases less than 0.85 times the "initial cost." No calculation will be made for fluctuations in the current index price of 15 percent or less when compared to the "initial cost."

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

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

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

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

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

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

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

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

(C) Payment:

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

(201PAY, 07/15/21)

SECTION 201 CLEARING AND GRUBBING:

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

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

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

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

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

Upon removal, disposal of the existing asphaltic concrete, not approved by the Engineer for use on the project, shall be the responsibility of the contractor.

ITEM 2010030 — REMOVAL OF WOODY VEGETATION:

Description:

The work under this item includes the removal and disposal of existing woody vegetation within the project limits as designated herein and as approved by the Engineer.

Construction Requirements:

The contractor shall examine the project site before submitting a proposal in accordance with the requirements of Subsection 102.07 of the specifications.

During pre-construction meeting, the contractor in conjunction with the Engineer shall verify and be in agreement with the proposed quantities and locations of woody vegetation to be removed as evaluated by an ADOT Construction Professional Landscape Architect (PLA). The quantities and locations shall also be in compliance with environmental requirements.

The contractor in coordination with the Engineer shall identify the woody vegetation and have the ADOT construction PLA evaluated prior to removal. The contractor shall field verify quantity and location of all woody vegetation to be removed as part of this project.

Any woody vegetation with a trunk diameter of equal to or larger than 4 inches measured at 6 inches above the ground line will be considered for measurement. Woody vegetation with multi-trunks will be measured as the sum of diameters of all trunks 6 inches above the ground line.

Before starting removal activities, the contractor shall coordinate with the Engineer at the pre-construction conference to obtain a permit from Arizona State Department of Agriculture (ASDOA) to transport/export removed woody vegetation away from the project site. If the contractor utilizes chipping methods for on-site disposal, as well as spreading of removed native vegetation, no permit will be required from ASDOA. In that case, all native woody vegetation shall be chipped on-site as specified herein.

The contractor shall also coordinate with the Engineer, project stakeholders, as well as an ADOT Construction PLA to ensure that vegetation removal will comply with the Arizona Native Plant Law, Clean Water Act (CWA) Section 404 regulations, Section 404 permit, and project-specific stipulations.

If the contractor damages existing features, including guardrails and barrier walls, inlets and outlets of drainage facilities, flow paths of the inlets and outlets as well as other drainage facilities, they shall be repaired or replaced as directed by the Engineer and at no additional cost to the Department.

Woody vegetation is defined as trees, shrubs, bushes, and other woody plant materials. Cacti, succulents, or other herbaceous vegetation shall not be considered as woody vegetation.

Woody vegetation associated stumps, as well as rootballs shall be removed only if they interfere with safety, construction, structure, and/or roadway features.

Native low shrubs/subshrubs that include but not limited to *Calliandra* spp., *Encelia* spp., *Ephedra* spp., *Ericameria* spp. *Larrea* sp., *Parthenium* sp., *Psilostrophe* spp., *Senna* spp., *Simmondsia* sp., and *Zinnia* spp., which will not impede safety and/or construction, shall remain on site. Woody vegetation that is deemed as a sight obstruction within the sight distance area shall be removed permanently as evaluated by ADOT construction PLA with approval from the Engineer.

The contractor shall coordinate with the Engineer to identify and tag the woody vegetation to be removed prior to construction. No work shall begin until the woody vegetation has been identified, tagged and the removal techniques have been approved by the Engineer.

Woody vegetation in highly erosive slopes or washes (Waters of the U.S.) shall be removed as close to natural ground as possible with minimal disturbance to the surrounding ground surface as directed by the Engineer. The contractor shall not disturb or remove vegetation outside the construction limits without written approval of the Engineer.

The contractor shall remove the identified woody vegetation to finished grade level by flush cutting without uprooting them. In order to stop stump regrowth, the applicable remaining stumps shall be promptly treated with suitable herbicide so the identified woody vegetation will not sprout new growth from the stumps. Herbicide stump treatment shall not be conducted to plant species such as common evergreen coniferous shrubs, bushes, and trees, which are typically unlikely to generate any stump regrowth. Stump treatment process will be evaluated by an ADOT construction PLA with approval from the Engineer.

The woody vegetation to be removed shall include but not be limited to the approximate quantities proposed below in coordination with Construction PLA through the Engineer. A minimum of 2 trees (woody vegetation) has been estimated for removal. The contractor shall consult and verify with Southwest Engineering and Maintenance District through the Engineer for the exact quantities and locations.

After field verification, the contractor shall mark up the project layout plans (engineering drawings) for the proposed quantities and locations as approved by the Engineer.

The contractor shall properly dispose of all materials and debris generated from the removal activities. The contractor may use chipping methods to spread out removed native woody plant materials on-site if approved by the Engineer. Chipped wood materials shall be spread out on the surface of the disturbed soil area or designated project area with a thickness of no more than one inch. Chipped wood material shall not be placed on paved areas, shoulder build-up areas or the edge of pavement build-up areas.

The contractor shall avoid damaging the vegetation that is to remain in place. If limbs or branches of vegetation that are intended to remain are broken or damaged during removal, the contractor shall first ensure that the plant will survive and then trim the damaged limbs or branches with clean, straight cuts. If a plant not intended for removal has been damaged and not expected to survive, the contractor shall replace the damaged plant as directed by the Engineer and at no additional cost to the Department.

The contractor shall keep the roadway pavement, shoulders, and shoulder build-up areas clear at all times.

All disturbed areas shall be stabilized in accordance with the CWA Final Stabilization criteria, unless otherwise directed by the Engineer. Seeding is not required for the understory/underbrush exposed soil areas covered with chipped wood materials and/or native plant residues ground cover.

Method of Measurement:

Removal of woody vegetation will be measured by the unit each, for each woody vegetation removed, chipped or disposed as specified herein.

Basis of Payment:

The accepted quantity of woody vegetation removal, 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 disposal, herbicide treatment of the remaining stumps.

There will be no separate measurement or payment for chipping, spreading, or removing the chips, and returning the disturbed area to pre-construction grades or unless otherwise called for in the plans or as directed by the Engineer.

The work under this item shall not be covered / paid by Clearing and Grubbing.

(601PCC, 09/21/23)

SECTION 601 CONCRETE STRUCTURES:

601-3.03(C) Pumping Concrete: of the Standard Specifications is revised to read:

Where concrete is conveyed and placed by mechanically applied pressure, the equipment shall be of suitable type and shall have adequate capacity for the work. The concrete shall not flow either over or through any piping, fittings or equipment which is fabricated of aluminum or aluminum alloys. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. Excessive segregation due to high velocity discharge of the concrete will not be permitted. When pumping is completed, the concrete remaining in the pipeline, if it is to be used, shall be ejected in such a manner that there is no contamination of the concrete or segregation of the ingredients. Standby equipment shall be readily available to replace initial pumping equipment should breakdown occur.

(605STRF, 8/21/25)

SECTION 605 STEEL REINFORCEMENT:

605-3.01 **General:** the sixth paragraph of the Standard Specifications is revised to read:

Reinforcement shall be accurately fabricated and placed as shown on the plans and shall be firmly held in place by wire ties at all intersections and splices with 16 gauge or heavier tie wires and with precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, or other approved supports at the spacing necessary to maintain the specified clearance of the rei n forcing steel. The use of pebbles, broken stone, concrete masonry blocks, brick, metal pipe, or wood blocks will not be permitted for the purpose of spacing or support.

The contractor has the option to submit a request detailing the use of contract or buried bars, including supporting drawings, for review and approval by the Engineer.

For reinforcement spacing is greater than or equal to 12 inches in either the longitudinal or transverse directions, the reinforcement shall be tied at a minimum every alternate intersection.

Where reinforcement spacing is less than 12 inches in either the longitudinal or transverse directions, the reinforcement shall be tied at a minimum, every third intersection.

The contractor may submit a request detailing an alternative tying plan for review and approval by the Engineer.

(608PANEL, 06/19/25)

SECTION 608 SIGN PANELS:

608-1 **Description:** of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing and installing sign panels in accordance with the details shown on the plans and the requirements set forth herein.

The sign panels shall be of the following types:

(A) Extruded Aluminum Sign Panels with Direct-Applied, or Demountable Characters;

(B) Flat Sheet Aluminum Sign Panels with Direct-Applied, Electronic-Cut, or Screen-Printed Characters;

(C) Warning, Marker, and Regulatory Sign Panels;

(D) Route Shields for Installation on Sign Panels; and/or

(E) EXIT ONLY Panels for Installation on Sign Panels.

608-2.02 Extruded Aluminum Sign Panels with Direct-Applied, Digitally-Imaged, or Demountable Characters: the title and the third paragraph of the Standard Specifications are revised to read:

608-2.02 Extruded Aluminum Sign Panels with Direct-Applied or Demountable Characters:

The letters, numerals, symbols, borders and other features of the sign message shall be direct-applied, or demountable, and shall conform to the requirements of Subsection 608-2.08 or Subsection 608-2.09 of the specifications.

608-2.03 Flat Sheet Aluminum Sign Panels with Direct-Applied, Digitally Imaged, Electric-Cut or Screen-Printed Characters: the title and the fifth paragraph of the Standard Specifications are revised to read:

608-2.03 Flat Sheet Aluminum Sign Panels with Direct-Applied, Electronic-Cut, or Screen-Printed Characters:

Messages shall be reflectorized white or, if called for on the plans, opaque black, and shall be produced by either screen printing, direct-applying, or electronic cutting, as specified under Subsections 608-2.09 of the specifications.

608-2.05 Route Shields (For Installation on Sign Panels): The first paragraph of the Standard Specifications is revised to read:

Route shields may be demountable or direct-applied.

608-2.06 EXIT ONLY Panels (For Installation on Sign Panels): the first paragraph of the Standard Specifications is revised to read:

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

608-2.10 Digitally-Imaged Characters: the title and the text of the Standard Specifications are revised to read:

608-2.10 Digital Printing of Signs:

Digital printing of signs shall utilize a matched component system, including appropriate software and drivers in accordance with an APL certified retroreflective sheeting manufacturer's warranty requirements. Finished signs shall consist of a UV-protective clear overlay applied to the entire face of the sign. Any overlays shall also be compatible with the retroreflective sheeting manufacturer's matched component system and warranty. Digitally printed signs shall conform to the requirements of ASTM D4956 for daytime and nighttime requirements, as well as the requirements of the Department's Traffic Engineering Guidelines and Processes (TGP) 380 and Section 1007 of the specifications.

(701LUMPSUM, 03/20/25)

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

701-1 **Description:** the first paragraph of the Standard Specifications is 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, temporary pavement markings, 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.

701-1 **Description:** the third paragraph of the Standard Specifications is revised to read:

Any traffic control plan included in the project plans 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 the approval of a proposed sequence of operations and a compatible method of maintaining traffic.

701-3.01 **General:** of the Standard Specifications is modified to add:

At the preconstruction conference the contractor shall submit a log of all existing signs within the limits of the construction zone. The Department will verify the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the contractor in accordance with Subsection 701-3.11 of the specifications.

The contractor shall coordinate all traffic control work on this project with any adjoining or overlapping projects during the construction activities. This may include barricade placement necessary to provide a uniform traffic progress.

701-4.01 **General:** the first paragraph of the Standard Specifications is revised to read:

The Department will reimburse the contractor for the work of maintaining and protecting traffic on a lump sum basis except for the following Elements of Work:

1) Changeable Message Boards

2) Temporary Impact Attenuation Devices

3) Temporary Concrete Barrier

4) Specialty Signs

5) Local Enforcement Officers

6) DPS Officers

7) Civilian Flaggers

8) Pilot Vehicles

9) Truck-Mounted and Trailer-Mounted Attenuators

No additional measurement for payment to the contractor will be made for any Elements of Work other than those listed above.

701-4.01 **General:** the first sentence of the third paragraph of the Standard Specifications is revised to read:

Elements of Work except those reimbursed under the lump sum item will be measured for payment as follows:

701-4.03(E) **Limitation of Measurement:** the second paragraph of the Standard Specifications is revised to read:

For all items except those reimbursed under the lump sum item, measurement will be made after the initial installation and once weekly thereafter for items in continuous use and at any other times changes are made in the use of traffic control elements listed under Subsection 701-4.01(B) of the specifications. The contractor shall notify the Engineer when any changes are made in the use or location of traffic control elements.

701-4.04 **Measurement of Work Elements:** Sub-paragraphs (D), (G), (H), (J), (K), (L), and (N) of the Standard Specifications are hereby deleted.

701-5 **Basis of Payment for Elements of Work (Complete–in-Place):** of the Standard Specifications is modified to add:

All elements of work necessary for the work of maintaining and protecting traffic, excluding Elements of Work listed in Subsection 701-4.01 of the specifications, shall be reimbursed as a single, complete item of work, which price shall be considered full compensation for the work, complete in place, including furnishing, removing, setting up, relocating, taking down, maintaining, and storing the devices.

Lump sum traffic control will be paid according to the schedule shown in Table 701-5 of the specifications.

Table 701-5 Payment Schedule for Lump Sum Traffic Control	
Percent of Total Contract Amount Earned (Excluding Mobilization and Traffic Control)	Allowable Percent of Lump Sum Price for Maintenance and Protection of Traffic
5	20
25	40
50	60
75	80
90*	100
*Or substantial completion	

If the Engineer determines that the final contract amount earned will fall between 75 and 100 percent of the original contract amount, lump sum traffic control will be compensated at 100 percent once final acceptance is achieved.

In the event the Department revises the contract in accordance with Subsection 104.02 of the specifications due to a significant change in the character of work, and the revisions impact the Maintenance and Protection of Traffic, the lump sum price for Maintenance and Protection of Traffic will be adjusted as part of the contract revision under the relevant supplemental agreements.

No adjustments to the lump sum price for Maintenance and Protection of Traffic will be made for suspension of work for seasonal restrictions.

Revisions in the phasing of construction or maintenance of traffic control operations, requested by the contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Such revisions or modifications to the traffic control plans shown in the contract shall be submitted by the contractor for approval by the Engineer. No additional payment will be made for the revised plans requested by the contractor.

701-5.03 **Temporary Preformed Markings for Pavement:** of the Standard Specifications is hereby deleted.

701-5.05 **Obliterate Pavement Marking:** of the Standard Specifications is hereby deleted.

701-5.06 **Temporary Pavement Markers and Chip Seal Pavement Markers:** of the Standard Specifications is hereby deleted.

701-5.07 **Obliterate Pavement Markers:** of the Standard Specifications is hereby deleted.

701-5.08 **Temporary Delineators:** of the Standard Specifications is hereby deleted.

701-5.10 Temporary Removal or Covering of Signs: of the Standard Specifications is hereby deleted.

701-6.01 Quantity Variances: of the Standard Specifications is revised to read:

Payment for variances in quantities of items listed in Subsection 701-4.01 of the specifications shall be in accordance with Subsection 104.02 of the specifications, except that, for decreases in quantities, Temporary Concrete Barrier (In-Use) will be considered as a major item.

701-6.03 Channelization Devices: of the Standard Specifications is hereby deleted.

701-6.04 Temporary Signs: of the Standard Specifications is hereby deleted.

701-6.06 Flashing-Arrow Panels, and Changeable Message Boards: the title and text of the Standard Specifications are revised to read:

701-6.06 Changeable Message Boards:

The accepted quantities of changeable message boards, measured as provided above, will be paid for at the unit bid price per day, which price shall be full compensation for the work, complete, including any grading and furnishing, operating, maintaining, and relocating the boards on the work site.

(701FLGSV, 03/20/25)

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

Flagging services shall consist of 1) Department of Public Safety (DPS) officers with agency vehicles, 2) local enforcement officers with agency vehicles, 3) local enforcement officers without agency vehicles, and 4) civilian flaggers. Local enforcement officers and DPS officers include those who meet the requirements of a Peace Officer under ARS Title 38, generally including anyone certified by the Arizona Peace Officer and Training Board. If available, DPS officers shall be used on Interstate Highways and Urban Freeways. Local enforcement officers will include uniformed officers from local police, tribal police, sheriff departments, or any other agencies that meet the requirements of a Peace Officer under ARS Title 38, generally including anyone certified by the Arizona Peace Officer and Training Board. An agency vehicle is defined as an agency-issued vehicle that meets the requirements of ARS Title 28. If local enforcement officers do not have access to an agency vehicle, a personal vehicle may be used, but it shall have a make and model similar in appearance of an agency vehicle, and shall be equipped with front and rear-facing red and blue lights. The personal vehicle, when applicable, shall be presented to the Engineer for acceptability prior to its use on the project by local enforcement officers. Approval of the personal vehicle will be at the sole discretion of the Engineer.

The contractor shall be responsible to procure DPS officers, local enforcement officers, and civilian flaggers. The Engineer will determine the types and the number of hours of flaggers as needed based on the project needs. Quantities shown on the traffic control plans and/or bidding schedule are approximate only and prepared for bidding purposes. When procuring DPS officers and local enforcement officers, the contractor shall contact the relevant agency at least two days, excluding weekends and holidays, before flagging services will be required. Such contact must be made between the hours of 7:00 A.M. and 5:00 P.M. (M.S.T.).

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

Local enforcement and DPS officers shall not work more than 12 consecutive hour work shift without the permission of the State Construction Engineer unless an emergency situation exists which, in the opinion of the Engineer, requires that the officer remain in the capacity of a flagger.

The contractor shall furnish verification to the Engineer that all civilian flaggers have completed a recognized training and certification program. Flaggers certified by the American Traffic Safety Services Association (A.T.S.S.A.) or by the National Safety Council will be acceptable. Certification through other programs offering flagger training may be allowed upon by the State Construction Engineer’s approval. Flagger certification must be current and updated at least once every four years.

701-6.07 Pilot Services, and Flagging Services: of the Standard Specifications is revised to read:

The accepted quantities of pilot vehicles, measured as provided above, will be paid for at the unit bid price for pilot vehicles with driver, which price shall be full compensation for the work, complete in place including, but not limited to, furnishing and maintaining the vehicle and furnishing the driver. Any hour worked after the eight hour regular time will be considered straight-time and will not be paid as overtime pay.

The accepted quantities of flagging services provided by the local enforcement officers (with agency vehicle), DPS officers, and civilian flaggers, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, including the agency vehicle. Any hour worked after the eight hour regular time will be considered straight-time and will not be paid as overtime pay.

The accepted quantities of flagging services provided by the local enforcement officers without an agency vehicle, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work complete in place. Any hour worked after the eight hour regular time will be considered straight-time and will not be paid as overtime pay. No measurement or payment will be paid for the vehicle, regardless of the type of vehicle is an agency vehicle or not, the cost being considered as included in the price of the contract item.

In addition, the Department has estimated an additional two hours of travel time per officer per day in the quantities shown in the bid schedule. However, if more than two hours of travel time per day is required, such additional hours will be compensated in accordance with the requirements of Subsection 104.02 of the specifications if approved by the State Construction Engineer. Travel time is considered to be supplementary to the hours worked by the officer during a work shift.

(704TPMF, 10/17/24)

SECTION 704 THERMOPLASTIC PAVEMENT MARKINGS:

704-2.02(C) Filler: of the Standard Specifications is revised to read:

The filler shall be a white calcium carbonate or equivalent filler.

(706REFPMR, 11/21/24)

SECTION 706 RAISED PAVEMENT MARKERS:

706-2.02 Reflective Pavement Markers: the title and text of the Standard Specifications is revised to read:

706-2.02 Raised Retroreflective Pavement Markers:

The type of the raised retroreflective pavement markers shall be as shown on the plans.

Permanent raised retroreflective pavement markers shall conform to the performance requirements of ASTM D4280, Type A, B, or E, and shall meet the ASTM D4280 requirements for pavement markers with designation H for abrasion resistance and designation F for flexural strength. A list of approved permanent raised retroreflective pavement markers is shown on the Department's Approved Products List. Copies of the most recent version of the APL are available on the internet from the ADOT Research Center, through its Product Evaluation Program.

Temporary raised retroreflective pavement markers shall conform to the performance requirements of ASTM D4280, Type A, B, or E. Temporary raised retroreflective pavement markers, or permanent raised retroreflective pavement markers used as temporary, shall not be required to meet the ASTM D4280 designation H requirements for abrasion resistance.

706-2.03 Non-Reflective Pavement Markers and Reflectorized Dagmars: the title and text of the Standard Specifications is revised to read:

706-2.03 Non-Reflective Pavement Markers and Retroreflectorized Channel Markers:

Non-reflective pavement markers shall be of the following types:

Type	Color
A	White
AY	Yellow
M	White
MY	Yellow

Retroreflectorized Channel Markers shall be of the following types:

Type	Color
J	White
JY	Yellow

Non-reflective pavement markers and retroreflectorized channel markers shall consist of a heat-fired, vitreous ceramic base and a heat-fired, opaque glazed surface which will produce the required properties. Markers shall be produced from any suitable combination of intimately mixed clays, shales, flints, feldspars, or other inorganic material which will meet the properties herein required. Markers shall be thoroughly and evenly matured and free from defects which will affect appearance or serviceability.

The top surface of the marker shall be in reasonably close conformity with the configuration shown on the plans. Markers shall be convex and the radius of curvature shall be between 3-1/2 and 6 inches, except that the radius of the 1/2 inch nearest the edge may be less. All edges shall be rounded and any change in curvature shall be gradual. The top and sides shall be smooth and free of mold marks, pits, indentations, air bubbles, or other objectionable marks or discolorations.

Non-reflective pavement markers and retroflectorized channel markers shall meet the following requirements:

Glaze Thickness: Inches	0.005 Minimum
Moh Hardness:	6 Minimum
Directional Reflectance: (White Only) Glazed Surface Body of Marker	 75 Minimum 70 Minimum
Yellowness Index: (White Only) Glazed Surface Body of Marker	 0.07 Maximum 0.12 Maximum
Color (Yellow Only): Purity: percent, range Dominant Wave Length: mu, range	 75 - 96 579 - 585

Total Luminous Reflectance (Y valve)	0.41 Minimum
Compressive Strength: pounds	1,500 Minimum
Water Absorption: percent	2.0 Maximum
Autoclave	Glaze shall not spall, craze or peel

Retroreflectorized channel markers shall have encapsulated lens reflectors conforming to standard manufacturing practices.

706-2.05 Bituminous Adhesive: of the Standard Specifications is revised to read:

The bituminous adhesive for pavement markers shall be a hot-melt adhesive, and shall conform to the requirements of ASTM D4280, Annex A1. A list of approved adhesives is shown on the Department's Approved Products List (APL). Copies of the most current version of the APL are available on the internet from the ADOT Research Center, through its Product Evaluation Program.

706-4 Method of Measurement: of the Standard Specifications is revised to read:

Raised pavement markers will be measured as a unit for each marker furnished and placed.

706-5 Basis of Payment: of the Standard Specifications is revised to read:

The accepted quantities of raised pavement markers, measured as provided above, will be paid for at the contract unit price for the type designated in the bidding schedule, complete in place, including adhesive and surface preparation.

(731STRSUP, 03/18/21)

SECTION 731 STRUCTURAL SUPPORTS AND FOUNDATIONS FOR TRAFFIC SIGNAL AND HIGHWAY LIGHTING:

731-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing all materials and constructing new supports and foundations for traffic signal and highway lighting systems or modifying poles and mast arms of existing systems at the locations shown on the plans, and in accordance with the details shown on the plans and the requirements of these specifications.

Pole foundations shall include all conduits, elbows, anchor bolts, grounding wires and reinforcing steel. Cabinet foundations shall include conduits, elbows, anchor bolts, and clearance pads.

731-2 Materials: of the Standard Specifications is revised to read:

Excavation and backfill shall conform to the requirements of Section 203-5.03 of the specifications. Concrete shall conform to the requirements of Sections 601 and 1006 of the

specifications. Reinforcing steel and wire mesh shall conform to the requirements of Sections 605 and 1003 of the specifications.

Concrete for all foundations shall be Class S and shall have a required 28-day compressive strength of 3,500 pounds per square inch.

731-2.01 BLANK: the title and text of the Standard Specifications is revised to read:

731-2.01 Aluminum Poles and Mast Arms:

(A) General:

Standard aluminum poles assemblies for highway lighting shall include pole shafts, pole bases, and mast arms. Aluminum components of the pole, mast arm, base, and hardware shall conform to the details shown on the plans and in these specifications.

Each aluminum pole and mast arm shall be designed and manufactured as a complete assembly. The assembly shall be furnished and installed as a complete unit that is configured to the necessary dimensions with all the required components including mounting brackets and assembly, ground lugs, rain caps, hand hole covers, anchor bolts, nuts, washers, and related hardware and accessories.

The design of the pole assembly (pole, mast arm, and luminaire attachment portion) shall be per the requirements of the 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 6th edition with 2015 interim revisions. The design of the poles, mast arms and luminaire mounting brackets shall be based on a wind speed of 90 miles per hour with a luminaire having an effective projected area of 1.5 square feet and a weight of 55 pounds.

The design shall also be based upon the worst case loading, derived by combining the loads caused by a 20 foot truss mast arm, except for S and T poles, design luminaire, design wind speed and other dead loads, as appropriate. Secondary deflections shall be accounted for in all designs.

Aluminum poles shall have a minimum design life of 50 years.

The pole and mast arm shall be supplied from the same manufacturer and of similar metal properties providing a uniform appearance.

(B) Pole and Mast Arm Assembly Design Parameters:

(1) Pole Shafts:

The tapered pole shaft shall be fabricated from a one-piece, seamless, round tapered tube of Aluminum Alloy 6063-T6, conforming to the requirements of ASTM B221, and shall be full-length heat treated after tapering and welding on the base and hand hole reinforcing to produce a T6 temper. The pole shafts shall either maintain a uniform taper rate from the base of the pole to the pole top or shall be non-tapered. The base plate shall be constructed to match the foundation bolt pattern for standard poles shown in the Standard Drawings for

Aluminum Light Poles. No field splices of pole shafts shall be allowed. The pole shaft shall have an internal vibration damper.

The pole shaft shall be smooth with a uniform brushed sheen finish that is free from all dents, scratches, and shipping/handling marks. Poles that have a finish that is not uniform or that fails to meet the requirements of this specification will be rejected by the Engineer and shall be repaired or replaced to the satisfaction of the Engineer at no expense to the Department in accordance with Subsection 105 of the specifications.

All aluminum poles shall have a hand hole in the base of the poles and shall conform to the details shown on the Standard Drawings, with the exception that the hand hole shall use aluminum components and stainless steel screws.

An aluminum tag shall be permanently attached to the pole above the hand hole. The tag shall state the manufacturer's name, pole type, ADOT standard drawing number, pole length, and gage number.

(2) Truss Mast Arms:

The aluminum truss mast arms shall be fabricated by the same manufacturer as the aluminum pole manufacturer and from Aluminum Alloy 6063-T6 conforming to the requirements of ASTM B221.

The aluminum truss mast arms shall be smooth with a uniform brushed sheen finish that is free from all dents, scratches, and shipping/handling marks. Aluminum truss mast arms that have a finish that is not uniform or that fails to meet the requirements of this specification will be rejected by the Engineer and shall be repaired or replaced by the contractor to the satisfaction of the Engineer at no expense to the Department in accordance with Subsection 105 of the specifications.

(3) Welding:

Welding of all components of aluminum light poles shall conform to the American Welding Society (AWS) D1.2 Specifications for Class I Structures. All aluminum components and welding shall be identified and included in the Certificate of Analysis, which shall state compliance to AWS Specifications.

(4) Break-away Transformer Bases:

Break-away bases for light poles and flasher poles shall be a frangible pole mounting pedestal (base). Break-away bases shall be used on Type A, G, H, I, S, and T poles when indicated on the plans or specifications. Break-away bases shall be fabricated from 356 T6 aluminum alloys and shall have a stainless steel wheel abraded finish. The break-away bases shall have all the necessary hardware to make a complete and functional unit.

Bolts, nuts, and washers connecting the pole to the break-away base shall be fabricated from steel conforming to the requirements of ASTM F3125 Grade A325. Bolts shall be galvanized in accordance with the requirements of ASTM F2329. The 2-3/4 inch x 1/2-inch

thick washers shall be zinc mechanically coated per ASTM B695-85 Class 50 or shall be galvanized per the requirements of ASTM F2329.

Welding of all components of aluminum break-away bases shall conform to the AWS D1.2 Specifications.

Break-away bases shall be certified by the manufacturer to meet or exceed the change in momentum requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, and to be acceptable for use on Federal Aid projects. The manufacturer shall also certify that the break-away base has been tested and approved by the Federal Highway Administration (FHWA) and that the casting has the same chemistry, mechanical properties, and geometry as the casting used in the tests.

(5) Anchor Bolts, Nuts, and Washers:

All anchor bolts shall be fabricated from steel conforming to the requirements of ASTM F1554 Grade 55, shall be fully galvanized in accordance with the requirements of ASTM F2329, and shall conform to the requirements shown on the Standard Drawings. All anchor bolts shall be submitted for approval and a certificate of analysis shall be provided from the manufacturer that is in accordance with the requirements of Subsection 106.05 of the specifications.

(C) Submittals:

The contractor shall submit a Certificate of Analysis for all aluminum components in accordance with the requirements of Section 106.05 of the specifications. The contractor shall also submit shop drawings that have been sealed and signed by a registered professional engineer that show all the details of the poles assembly units to be furnished and installed. The shop drawings shall be complete in every aspect, including all dimensions, material specifications and appropriate details. The details shall include the configuration of the pole shaft, mast arm and mast arm mounting bracket, base plates, luminaire mounting bracket and the hand hole. All welds shall be shown and identified with standard AWS symbols. The submittal shall include structural calculations along with the name of the engineer(s) who sealed the drawings and performed the calculations.

The contractor shall submit the supporting documents for review by the Engineer. The principal purpose of the review is to verify that suitable structural calculations have been made in the design of the pole and mast arm assembly. The contractor's engineer shall utilize accepted standard engineering principles. If a computer program is utilized, the contractor shall furnish the Engineer with all necessary information, such as formulas and assumptions, to conduct a meaningful review.

The Engineer shall provide written review comments to the contractor. The contractor shall respond to these comments and resubmit the calculations, if required. Fabrication shall not take place until the shop drawings have been approved.

If the contractor utilizes a pre-approved design from ADOT’s Approved Product List (APL), submittal of the structural calculations is not required. Shop drawings for APL designs shall be submitted. Drawing numbers for the pre-approved designs found in the APL are

available at https://azdot.gov/business/engineering-and-construction/product-evaluation-program.

731-2.02 Standard Steel Poles: the title and text of the Standard Specifications is revised to read:

731-2.02 Steel Poles and Mast Arms:

(A) General:

Standard steel poles assemblies for traffic signals and highway lighting shall include pole shafts, mast arms, and pole bases. Steel components of the pole, mast arm, base, and hardware shall conform to the details shown on the plans and in these specifications.

Each steel pole and mast arm shall be designed and manufactured as a complete assembly. The assembly shall be furnished and installed as a complete unit that is configured to the necessary dimensions with all the required components including mounting brackets and assembly, ground lugs, rain caps, hand hole covers, anchor bolts, nuts, washers, and related hardware and accessories.

The design of the traffic signal and lighting supports shall be per the requirements of the 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 6th edition, with the 2015 interim revisions.

All pole lighting supports and mast arms shall be designed to withstand 90 miles per hour wind, and a 3-second Gust. Fatigue analysis is to be per Fatigue Category 2, without galloping. Truck Induced velocity shall be 55 mph wind speed.

Metal parts of standard steel poles and hardware shall conform to the details shown on the plans and the following specifications. Welding shall conform to the requirements of the American Welding Society, Structural Welding Code - Steel, D1.1, latest edition.

(B) Pole and Mast Arm Assembly Design Parameters:

(1) Poles Shafts:

Tapered pole shafts shall be fabricated from sheet steel of weldable grade which shall meet a minimum yield stress, after fabrication, of 50,000 pounds per square inch. A taper rate of approximately 0.14 inches in diameter per linear foot shall be required unless otherwise specified.

Standard pipe pole shafts shall be fabricated from standard weight structural steel which conforms to the minimum strength requirements of ASTM A53, or A500 Grade B. Each section shall be fabricated from not more than two pieces of sheet steel. When two pieces are used, the longitudinal welded seams shall be directly opposite one another. When the sections are butt-welded, seams shall be directly opposite one another. When the sections are butt-welded together, the longitudinal welded seams on adjacent sections shall be placed to form continuous straight seams from base to top of pole. Pole shafts shall be straight, with a permissive variation not to exceed one inch measured at the midpoint.

Pole shafts shall be galvanized in accordance with the requirements of ASTM A123. The visual appearance of the galvanized finish shall be uniform. Discoloration of the galvanized finish such as dark areas, dark streaks, dark rings, or transportation handling marks which are considered excessive by the Engineer shall not be allowed. Pole shafts that have a finish unacceptable to the Engineer shall either be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department.

All steel poles shall have a hand hole in the base of the poles and shall conform to the details shown on the Standard Drawings. All welds shall be continuous and any exposed welds, except fillet welds, shall be ground flush with the base metal.

A metal tag shall be permanently attached to the pole above the hand hole stating the manufacturer's name, pole type per the Department's plans, pole drawing number, shaft length, and gage number.

(2) Mast Arms:

Tapered mast arms for all pole types shall be fabricated from sheet steel with a minimum yield stress of 50,000 pounds per square inch after fabrication. Mast arms shall be fabricated according to the thickness requirements shown on the plans.

A taper rate of approximately 0.14 inches change in diameter per linear foot shall be required unless otherwise specified. All bolts, washers, and nuts for mast arms shall be high strength, shall be fabricated from steel which meets the requirements of ASTM F3125 GR A325, and shall be electro-galvanized in accordance with the requirements of ASTM F2329.

Mast arms shall be galvanized in accordance with the requirements of ASTM A123. The visual appearance of the galvanized finish shall be uniform. Discoloration of the galvanized finish such as dark areas, dark streaks, dark rings, or transportation handling marks which are considered excessive by the Engineer shall not be allowed. Mast arms that have a finish unacceptable to the Engineer shall either be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department.

A metal tag shall be permanently attached on the side of the mast arm near the base stating the manufacturer's name, pole type and name as shown on the plans, mast arm or pole drawing number, length, and gage number.

(3) Steel Pole Extensions and Twin Luminaire Brackets:

Pole extensions and twin luminaire brackets shall be fabricated from new pipe conforming to the requirements of ASTM A53 or A500 Grade B. All welding shall conform to the requirements of the American Welding Society, Structural Welding Code - Steel, D1.1, latest edition. Pole extensions and twin luminaire brackets shall be fully galvanized in accordance with the requirements of ASTM A123. Fabrication of the pole extensions and twin luminaire brackets shall be in accordance with the dimensions as specified in the plans.

(4) Standard Bases:

Poles shall have standard bases fabricated from structural steel plates conforming to the minimum strength requirements of ASTM A36. Exposed surfaces shall be finished smooth and all exposed edges shall be neatly rounded to a 1/8-inch radius. Standard bases shall be galvanized in accordance with the requirements of ASTM A123.

(5) Anchor Bolts, Nuts and Washers:

Standard anchor bolts, washers, and nuts shall be fabricated from steel conforming to the requirements of ASTM F1554 Grade 55. Anchor bolts, washers, and nuts shall be fully galvanized in accordance with the requirements of ASTM F2329. Anchor bolts shall conform to the requirements shown on Standard Drawings.

Welding shall not be performed on any portion of the body of these bolts. Certificates of Analysis conforming to the requirements of Subsection 106.05 of the specifications shall be submitted for high strength bolts, washers, and nuts.

(C) Submittals:

The contractor shall submit a Certificate of Analysis for all steel components and welding in accordance with the requirements of Section 106.05 of the specifications. The contractor shall also submit shop drawings that have been sealed and signed by a registered professional engineer that show all the details of the poles assembly units to be furnished and installed. The shop drawings shall be complete in every aspect, including all dimensions, material specifications and appropriate details. The details shall include the configuration of the pole shaft, mast arm and mast arm mounting bracket, base plates, luminaire mounting bracket, and the hand hole. All welds shall be shown and identified with standard AWS symbols. The submittal shall include structural calculations along with the name of the engineer(s) who sealed the drawings and performed the calculations.

The contractor shall submit the supporting documents for review by the Engineer. The principal purpose of the review is to verify that suitable structural calculations have been made in the design of the pole and mast arm assembly. The contractor's engineer shall utilize accepted standard engineering principles. If a computer program is utilized, the contractor shall furnish the Engineer with all necessary information, such as formulas and assumptions, to conduct a meaningful review.

The Engineer shall provide written review comments to the contractor. The contractor shall respond to these comments and resubmit the calculations, if required. Fabrication shall not take place until the shop drawings have been approved.

If the contractor utilizes a pre-approved design from ADOT’s Approved Product List (APL), submittal of the structural calculations is not required. Shop drawings for APL designs shall be submitted. Drawing numbers for the pre-approved designs found in the APL are available at https://azdot.gov/business/engineering-and-construction/product-evaluation-program.

731-2.04 **Mast Arms and Tie Rods:** of the Standard Specifications is hereby deleted:

731-3.02 **Foundations:** the sixth paragraph of the Standard Specifications is revised to read:

Signal and lighting pole foundations shall be set flush with the existing or new curb and sidewalk or flush with the finished grade where there is no curb or sidewalk, except in sloped areas they shall be as shown on the plans. The dimensions and locations of foundations shall be as specified on the plans; however, the Engineer may direct that changes be made in locations due to obstructions or other existing conditions. The contractor shall verify top of foundation elevations with the Engineer prior to foundation construction.

731-3.02 **Foundations:** the tenth paragraph of the Standard Specifications is revised to read:

Anchor bolts and conduit stubs shall be placed and held in proper alignment, position, and height during the placing and vibrating of concrete. All pole foundations shall set for seven days prior to pole installation.

731-3.02 **Foundations:** of the Standard Specifications is modified to add:

The stations and offsets for traffic signal poles shown on the plans and in the pole/equipment schedule are approximate. The final location of each pole shall be staked in the field by the contractor and approved by the Engineer, to ensure that the edge of pole foundation is immediately adjacent (1-inch maximum) to the back of sidewalk, back of wheelchair ramp, or integrated into the sidewalk ramp design. The intent of these criteria is to ensure that the pedestrian push button assemblies are accessible to wheelchair-bound pedestrians.

(733SBRB, 12/21/23)

SECTION 733 SIGNAL INDICATIONS AND MOUNTING ASSEMBLIES:

733-2.01(A)(4) **Backplates:** of the Standard Specifications is revised to read:

Louvered backplates shall be furnished and installed on all vehicular signal sections. Anodized aluminum sheet, 16 gage, shall be used. All 12-inch signal faces shall have 5-inch backplates installed. All 8-inch signal faces shall have 8-inch backplates installed. All backplates shall have a 2-inch fluorescent yellow border of retroreflective tape conforming to ASTM Type XI reflective sheeting requirements.

SECTION 810 — EROSION CONTROL AND POLLUTION PREVENTION

810-2.03 **Riprap and Rock Mulch:** the Gradation C Rock Mulch table of the Standard Specifications is revised to read**:**

Gradation C Rock Mulch (fractured/crushed rocks in angular shape)	
Sieve Size	**Percent Passing**
3.75 Inch	100
3 Inch	55 — 85
2 Inch	15 — 55
1 Inch	0 — 15

(923OJTNGL, 09/17/20)

SECTION 923 BLANK: the title and text of the Standard Specifications is revised to read:

SECTION 923 ON-THE-JOB TRAINING WITHOUT GOALS:

923-1 Description:

The contractor may provide On-The-Job training (OJT) aimed at moving minorities, women, and disadvantaged trainees into journeymen in various types of construction trades or job classifications in accordance with 23 CFR Part 230, Part 230.111 and Part 230, Appendix B.

It is the intention of these Special Provisions that training be provided in the construction classifications/crafts rather than for office support positions. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise of a significant part of the overall training.

923-1.01 General:

Training and upgrading of minorities and women toward journeyman status is the primary objective of these Special Provisions. Accordingly, the contractor shall make every effort to enroll minority, women, and disadvantaged trainees (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with these Special Provisions. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. Trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. The ratio of apprentices

and OJT Trainees to journeymen shall not be greater than permitted by the terms of the approved training program being utilized.

No employee shall be employed as a trainee in a classification in which they have successfully completed a training course leading to journeyman status, or in which they have been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means. The contractor shall maintain documentation that shows the employee's work and training history.

923-1.02 Definitions:

Banking-Carryover Hours:

OJT hours completed by a trainee are eligible to be credited to a future project. Banked-Carryover hours will only be credited when the same trainee that completed the excess hours is used on the future project.

Business Engagement and Compliance Office (BECO):

BECO is responsible for oversight of the OJT program, which targets under-represented segments of the U.S. workforce, including minorities, women and disadvantaged individuals. BECO assesses OJT hour goals on contracts and monitors them to ensure that trainees receive the required number of training hours.

Classification/Craft:

Type of occupational category, trade, or job being done by a trainee on a federal-aid funded highway construction project.

Disadvantaged Persons:

A person who meets one of the following:

(1) Receives, or is a member of a family and/or household, which receives cash payments under a Federal, State, or local income-based public assistance program;

(2) Is a member of a family and/or household that receives (or has been determined within the 6-month period prior to registration for the program involved to be eligible to receive) Food Stamps/EBT card under the Food Stamp Act of 1977;

(3) Is a foster child on behalf of whom State or local government payments are made;

(4) Does not have a high school diploma or GED; or

(5) Is from a family whose total annual household income is below the federal poverty limits.

Journeyman:

A person who is capable of performing all the duties within a given job classification or craft.

OJT Trainee:

A person who is:

(1) A minority, woman, or disadvantaged individual enrolled in an approved training program; or

(2) Any other individual enrolled in an approved training program, whose training hours are, approved by the Department, and can be credited as OJT hours.

923-1.03 Computation of Time:

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

923-1.04 OJT Training Programs:

The minimum length and type of training for each classification will be established in the training program selected by the contractor and approved by the Department and FHWA. The Department and FHWA will approve a program if it is reasonably calculated to meet equal employment opportunity obligations and qualifies the average trainee for journeyman status in the classification concerned by the end of the training period as defined in the training program.

The Department recognizes the following OJT Training programs:

(A) OJT Programs approved by FHWA or the Department of Labor (DOL) prior to the start of the trainee commencing work.

(B) Registered union or other approved apprenticeship programs registered with the Bureau of Apprenticeship, U.S. DOL, Employment and Training Administration, Bureau of Apprenticeship and Training or the Arizona Apprenticeship Office, Arizona Department of Economic Security programs recognized by the Bureau.

Approval of a training program other than those specified above to be used for the contract must be approved by the Department or FHWA prior to the trainee commencing work on the classification covered by the program. Contractors intending to submit a training program for

approval prior to the start of a contract must submit the program as soon as possible after notification of contract award as approval of a training program may take up to four weeks. Several FHWA approved training program templates for specified classifications are available on the BECO website.

The contractor shall furnish each trainee with a copy of the Training Program the trainee is enrolled in, and other documentation related to the training program. The contractor shall provide training that develops the skills outlined in the training program. Multiple OJT training programs can be used on the project.

All training programs shall be administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts. The Department reserves the right to request documentation that the contractor's training program fulfills these obligations.

The trainee will be paid the appropriate trainee Davis-Bacon wage rates for training classifications/crafts on federally-funded projects. The contractor shall compensate trainees not less than the rate outlined in the approved training program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

The contractor shall provide for the maintenance of records and furnish/submit required information and reports documenting its performance under these Special Provisions. Such records shall be available at reasonable times and places for inspection or review by the Department and FHWA.

923-1.05 OJT Liaison:

The contractor shall designate an OJT Liaison who shall be responsible for monitoring and administering the contractor's OJT Program and monitoring the trainees' progress. The OJT Liaison may have other responsibilities for the contractor. The OJT Liaison shall serve as the point of contact for the Department regarding information, documentation, and conflict resolution relating to the contractor's OJT program.

923-2 Online Resources:

OJT System Website:
https://adot.dbesystem.com

BECO Website:
https://azdot.gov/business/business-engagement-and-compliance

923-3 Requirements:

923-3.01 Documentation:

Documentation related to OJT training can be found on the Department's BECO website. The contractor shall complete and submit the following information to the Department:

(A) OJT Enrollment and Progression:

(1) OJT Enrollment:

OJT Enrollment information shall be submitted through the Department's online OJT System by the contractor at least 5 days prior to a trainee's start date. OJT Enrollment information shall be completed and includes the trainee's name and address, employment status, gender and ethnicity, training program (s), and classification/craft.

BECO will review the OJT Enrollment information within 5 days, and if approved, hours will be retroactively credited to the date the OJT Enrollment information is received by BECO.

To receive OJT credit, apprentice's current apprentice certificate or proof of registration from a union or approved apprenticeship program shall be uploaded into LCPtracker by the contractor within 5 days of the apprentice's start date, in addition to completing the OJT enrollment information in the online OJT System.

If the Arizona Apprenticeship Office Representative's signature is missing from the apprentice certificate, the contractor shall also upload the apprentice's US Department of Labor, Office of Apprenticeship Certificate to LCPtracker. The contractor shall not receive training credit or reimbursement until the certificate is uploaded.

(2) Progression of Training and Change of Status:

Progression of Training-Level Up and Change of Status shall be submitted through the Department's online OJT System each time a trainee advances, progresses to another training level or milestone in his/her training program, or has a change of job classification. Hours will be retroactively credited to the date the information is received.

Hours that exceed the maximum indicated in the program for a certain level will not be credited. Once a level is completed, the trainee should be moved to the next level towards journeymen status.

923-3.02 Training Program Completion:

Once the trainee completes the required number of levels and hours of training for the same classification or craft, or completes an approved training program, the trainee is considered to have completed the training program it is enrolled under. The contractor shall not receive OJT credit for hours exceeding the maximum number of training hours required for completion of the selected training program.

Once a trainee completes a specific training level for a classification or craft, the contractor shall not be permitted to submit that trainee for enrollment or reimbursement at that same level within the same classification or craft, however the same trainee can be enrolled in a different classification or craft.

The contractor shall provide documentation showing the type and length of training satisfactorily completed to each trainee and the Department upon successful completion of a training program.

For an apprenticeship program, the Apprenticeship office will issue a certificate of completion in said craft, a DOL certificate, and a journeyman's card.

923-3.03 Banking-Carryover Hours:

At the completion of the project, the contractor may submit a Banking-Carryover Hours request in the Department's online OJT System, to carryover training hours for a specific trainee on the project to be used on a future project. Banked hours that are carried over to a project may lower the required number of training hours the contractor is required to complete on that project. The trainee shall be placed on a subsequent project with the intent that the trainee is progressing towards completion of a training program. Banked hours cannot be transferred to other trainees. No additional payment will be paid for banked hours carried over to other projects.

923-3.04 OJT Project Completion and Banked Hours Request:

OJT Completion and Banked Hours documentation shall be submitted within 60 days of completion of training. Any hours to be banked shall be shown on the documentation.

923-4 Method of Measurement:

OJT training hours will be measured by the hour to the nearest half hour.

Measurement of hours will be made as the OJT trainee completes hours on the project. Hours are considered complete if the trainee performs hours on the project, is OJT enrolled, and provides required training by the program.

No measurement for payment will be made for trainee hours in which OJT enrollment information has not been received and approved by the Department.

923-5 Basis of Payment:

The accepted quantities of hours, measured as provided above, will be paid for at a unit price of $3 per hour for training provided to trainee/apprentice in accordance with an approved training program.

Payment for offsite training may only be made when the contractor does one or more of the following and the trainees are concurrently employed on a federal-aid project;

(A) Contributes to the cost of the training,

(B) Provides the instruction to the trainee

(C) Pays the trainee's wages during the offsite training period.

923-6 Monitoring:

(A) Monthly Reporting:

Contractors shall report monthly hours for each trainee in the online OJT System by the 15th of the month following the month of training hours completed.

(B) Site Visits:

The Department may conduct periodic monitoring site visits to the worksite to review OJT Program compliance, during working hours on the project. The Department will notify the OJT liaison at least 24 hours prior to a site visit if the OJT Liaison is required to be at the site visit. The site reviews may include, among other activities, interview of trainees, the contractor, and its employees. The contractor shall cooperate in the review and make its employees available. The contractor's OJT Liaison shall be reasonably available to meet with Department staff as well as be available to respond to periodic emails and phone calls from the Department to check on the progress of OJT Trainees. The Department will make efforts to ensure minimal disruption to the work and coordinate site visit times with other Department divisions, as applicable (for example, Davis-Bacon interviews).

ITEM 9240012 FORCE ACCOUNT WORK (WILDLIFE REHABILITATOR):

Description:

The work under this item shall consist of hiring a wildlife rehabilitator to relocate owls or eggs from active burrows found during survey or construction.

Construction Requirements:

The relocation shall be performed as specified in Subsection 104.16 of the specifications.

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

Measurement and Payment:

Payment for Force Account Work (Wildlife Rehabilitator) will be made on a Force Account basis in accordance with the requirements of Subsection 109.04 of the specifications.

ITEM 9240119 MISCELLANEOUS WORK (ADVANCE WARNING FLASHER ASSEMBLY):

Description:

The work under this section shall consist of assembling and installing an advance warning flasher assembly, in accordance with the requirements shown on the plans, in the specifications, and ADOT T.S. 12-1.

Materials:

(A) System

(1) Shall operate on solar-assisted battery power.
(2) Solar charging of the battery packs shall be managed with the solar regulator circuitry which is integrated into the sign control cabinet.
(3) Individual components shall be independently replaceable.

(B) System Wiring

System wiring from the solar panel to the sign system all other wiring shall:

(1) A Not be left exposed.
(2) Be run inside a conduit. Wiring shall be inside ¾ inch including conductor and conduits or flexible metal conduit clamped to the outside of the pole.
(3) Waterproof bow connected
(4) Have a drip loop.

Refer to Detail A (Sheet T-02.05) of the project plans for additional wiring requirements.

(C) Controller:

The controller will monitor battery voltage and regulate the flow of current from the solar module to the batteries. The controller shall function as a load control device to operate two flashing beacons and ensure proper operation of the LED lamps and manage the battery charge to maximize the number of days of use without any solar charging. It shall include an integrated Real Time Clock (RTC) with on-board battery backup. In the event that the battery charge falls too low, the controller shall be equipped with a low voltage disconnect function to disable the flashing beacon until sufficient power is restored.

The controller shall include a 15amp, temperature compensated solar charge regulator, as well as a 6amp dual flasher circuit. An 8-position terminal block shall be included to connect the control unit into the flasher circuit. An external switch on the cover will allow for manual control.

(D) Solar Module:

The solar module shall be UL 1703 certified and meet ISO 9001 and ISO 14001 requirements and be contain 36 cells of the dimensions 20.7 inches x 25.7 inches x 2.1 inches. It shall meet the following specifications under standard test conditions:

1) Maximum Power: 43 watts
2) Maximum Power voltage: 17.4v
3) Maximum Power Current: 2.48A
4) Max System Voltage 600V

The junction box shall be rated at IP64 and be of the dimensions 4.7 inches x 7.1 inches x 1.8 inches.

The solar module mounting assembly, including strongbacks, elevation pivots, and mounting sleeves shall conform to ASTM A36 and ASTM A500-Grade B. All steel parts shall be coated with two coats of industrial urethane enamel paint and shall include no threaded aluminum components.

The mounting assembly shall be capable of tilt-angle settings ranging from at least 15 degrees to 65 degrees. To ensure maximum solar insolation regardless of installation location, the post top mounting system shall provide 360 degrees of rotational direction adjustment. All mounts and solar modules will be capable of operating from -40 to +185 degrees F (-40 to +85 degrees C) and withstanding a minimum of 80 MPH sustained winds without damage.

(E) Battery:

The backup battery shall be a 12v, gelled electrolyte lead calcium battery. The dimensions of the battery shall be 10 7/8 inches x 6 3/4 inches x 9 1/4 inches. It shall include an offset post with horizontal hole, stainless steel 5/16 inch bolt and hex nut. The battery shall provide a minimum of 4 days of battery backup.

(F) Beacons

The beacons shall be a Type D, 12” Amber signal furnished in accordance with ADOT T.S. 8-5. The beacons shall be configured for 12v DC operation and the working voltage shall be 10.5v-35v DC.

Construction Requirements:

Miscellaneous Work (Advance Warning Flasher Assembly) shall be mounted on a Type A pole per the details of the project plans at the locations shown on the plans, manufactures requirements, and these special provisions. The solar panel, solar controller, and flashers shall be installed in the same order as indicated on the project plans in conjunction with the W3-1 and W16-8P signs.

(A) Controller:

The controller shall be connected to the rest of the system utilizing the color scheme in the table below:

Color	Controller	Equipment
Red	Lamps (+)	LED Lamp (+)
Blue	Lamp 1 (-)	LED Lamp 1 (-)
Brown	Lamp 2 (-)	LED Lamp 2 (-)
Red	Battery (+)	Battery (+)
Black	Battery (-)	Battery (-)
Black	Battery/PV (-)	Solar Array (-)
Yellow	Battery/PV (+)	Solar Array (+)

(B) Solar Module:

The solar module The solar array should be installed at a 45 degree angle, with the cells facing South. A drip loop is required on the connection between the solar panel and pole.

The mounting assembly shall be installed on the top of the A pole.

(C) Beacons

The beacons shall be installed in accordance with ADOT T.S. 8-5.

Method of Measurement:

Miscellaneous Work (Advance Warning Flasher Assembly) will be measured by each assembly constructed and installed. No measurement will be made for necessary labor, materials, and equipment required to complete the installation and testing, these being considered as included in the work.

Basis of Payment:

The accepted quantity of Miscellaneous Work (Advance Warning Flasher Assembly), 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. No additional payment will be made for necessary labor, materials, and equipment required to complete this work, the cost being considered as included in this item, including conductor and conduits. Signs (W3-1 and W16-8P) shall be paid for under Item 6080005.

ITEM 9240120 MISCELLANEOUS WORK (LED STOP SIGN ASSEMBLY):

Description:

The work under this section shall consist of the installation of LED Stop Sign Assemblies at the intersection of Avenue D and County 15th St.

Materials:

Components for each assembly shall include:

Sign Panel with LED warning flashers, solar panel, control cabinet, battery pack, necessary wiring, and assembly hardware that are all assembled onto a Type A pole.

Equipment on stop sign shall meet the following requirements:

(1) System

- Shall operate on solar-assisted battery power.
- Solar charging of the battery packs shall be managed with the solar regulator circuitry which is integrated into the sign control cabinet.
- Individual components shall be independently replaceable.

(2) LED Stop Sign

- MUTCD-compliant and constructed of aluminum per ADOT standards.
- High-power LEDs are visible more than 1 mile away and heighten driver awareness in bright daylight, night, fog, rain, and snow and arranged in linear sections.
- LED enhancements will comply with MUTCD section 2A.07 and will consists of a rigid frame assembly that attaches to the face of a standard sign and contains between 16-64 individual LED sources based on the LED layout in the frame. The frame will be sized to comply with MUTCD section 2A.07 for placement of the LEDs near the border of the sign.
- Visibility is broken into daytime and nighttime.
- Fully encapsulated wiring protects against inclement weather, tampering and vandalism.
- LED indications will be designed to flash at a rate of 50 to 60 flashes per minute, single pulse, per MUTCD section 2A.07.
- The sign will operate at a nominal 12 VDC and include a LED current drive circuit for each individual LED or sub-group of LEDs used in the sign frame to ensure uniform intensity of the LED assemblies. All LED assemblies will be field replaceable as individual items or as individual sub-assemblies using tools typically found on signal tech trucks.
- Variable diming circuitry automatically adjusts brightness levels, maintaining optimal LED output and extending battery life.
- Programmed to flash 24/7.

(3) Sign Housing

Shall house the Sign Control Cabinet, Battery Pack and Terminal Block for connection of the Radar Sensor and Sign. It shall:

- Be NEMA 4X-12, IP-65 Level, constructed of a 12 gauge aluminum.
- Feature a locking mechanism that works with ADOT maintenance keys. The lock will have a cover integral to the lock.
- Prevent insects and other foreign matter from entering.
- Facilitate maintenance or repairs by being constructed with a removable control panel on the interior to which all control circuit components either mount or connect.
- Have housing construction and mounting hardware made of either aluminum or stainless steel.
- The battery compartment will have a minimum of 1/2 inch of styrofoam sheeting around the battery to minimize heat transfer between the battery and the exterior walls of the enclosure. The name of the system manufacturer will be stamped or affixed on a metal name plate on the inside of the enclosure door along with a phone number for troubleshooting assistance.
- Have a UV resistant label that is applied to the exterior of the cabinet that includes system specific information including model number, serial number, date of manufacture, and any applicable regulatory compliance information.

(4) System Wiring

System wiring from the solar panel to the sign system all other wiring shall:

- Not be left exposed.
- Be run inside a conduit. Wiring shall be inside 3/4 inch rigid metal conduit or flexible metal conduit clamped to the outside of the pole.
- Waterproof bow connected.
- Have a drip loop.

Refer to Detail B (Sheet T-02.06) of the project plans for additional wiring requirements.

(5) Sign Control Cabinet

Consists of an integrated Programmable Flash Controller and Solar Charge Regulator, and shall:

- Provide 6 levels of Sign LED brightness through LED drive current control as determined by the solar panel charge input
- Run 24 hours per day, 7 days per week
- Automatically adjust the sign drive current control to optimize brightness for the ambient lighting conditions
- Manage the battery charge and sign brightness levels and duty cycle in order to maximize the number of days of continuous use without any solar charging
- Include an integrated Real Time Clock (RTC) with on-board battery backup
- Have the capability of RS 232 communication for programming with Windows-based Operate between the temperatures of -40 to +185 degrees F (-40 to +85 degrees C)

- The LED STOP sign assembly and the advance warning flasher units will be linked to each other using a Frequency Hopping Spread Spectrum (FHSS) radio link (900-930 MHz operating frequency). The radio will have an output of no less than 10 milliWatts and will not require a license for operation. It will be an enclosed modular unit with no exposed circuitry showing, only interface connection points for data, power and an RF port on the outside of the case. The radio will be capable of passing data between it and the logic control unit via a RS 485 2-wire data connection. The radio will operate from a nominal 12 VDC source (9 to 18 VDC typical) and include a status LED lamp to indicate power on. The radio will also include transmit-receive status LED lamps to show message traffic between units and three Relative Signal Strength Indicator (RSSI) LED lamps to indicate the quality of the radio link. The radio will use a Frequency Hopping Spread Spectrum (FHSS) radio protocol. The minimum antenna configuration will be a unity gain omni-directional No-Ground-Plane antenna mounted on the top edge of the solar array and oriented vertically. A data cable between the radio and the Logic Control unit will be included. In the event that multiple systems are collocated the radio hop sequence will be field adjustable with programming software, USB to mini-USB cable and a laptop computer. Units will be coded with a Hop pattern specific to the project and a Network ID specific to the project will also be used.

(6) Battery Power

The Battery Pack shall:

- Be 12 Volt, 27Ah Nickel Metal Hydride (NiMH).
- Provide resistance to moisture and corrosion.
- Operate between the temperatures of -40 to +185 degrees F (-40 to +85 degrees C)
- Be protected from overcurrent by means of a resettable fuse device.
- Be protected from overheating by means of a thermocouple sensor.
- Include wireless battery charge monitoring.
- The system shall provide a minimum of 5 days of operation at normal operation without modification to the LED duty cycle or other equipment used in the system.
- Batteries will also feature a low self-discharge rate of approximately 1 percent per month at 67 degrees F (25 degrees C).

(7) Solar Panel

- The solar panel shall be constructed of an anodized aluminum frame, high-transmission 1/8 inch tempered glass, with silicon cells encapsulated in double-layer EVA, and with a white polymer backing and consisting of 36 crystalline or polycrystalline cells in series. Cells will feature an anti-reflective coating and a low iron glass covering.
- For secure mounting, the solar panel is mounted to an aluminum plate and pole top bracket at a fixed angle of 45 degrees to provide maximum insolation exposure (Solar Panel must be oriented with Collector facing south). To ensure maximum solar insolation regardless of installation location, the post top mounting system shall provide 360 degrees of rotational direction adjustment. All mounts and solar modules will be capable of withstanding a minimum of 80 MPH sustained winds without damage.
- The solar panel shall be IEC 61215, TUV, and UL 1703 certified.

- The solar panel specifications:
    - Overall Size: The size of the solar module shall be calculated using industry standard software such as NSOL or PVCAD to determine the best solar array fit for the location solar resource, load and duty cycle of the equipment being run. NSOL based calculations will show 100 percent availability year round. PVCAD reports will show an Array/Load Ratio (ALR) of no less than 1.1 in the weakest solar radiation month which equates to 10 percent excess capacity over a break even design. Contractor shall submit analysis at the pre-construction meeting.
    - DC Power Output: 12 VDC
    - Operate from -40 to +185 degrees F (-40 to +85 degrees C)
    - Maximum output rating up to 80 Watts
- All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes.
- All solar panel fasteners shall be anti-vandal pin-type set screws. Wrench shall be provided.

(8) Testing Requirements

- Contractor shall perform testing of equipment on stop sign pole after all components have been installed and energized on the Type A pole as shown on the project plans.
- Testing shall be performed per equipment manufacturers recommendations.
- End-to-end testing shall be performed to verify equipment on stop sign pole successfully operates with equipment on advance warning flasher pole after all components have been installed and energized on the Type A pole as shown on the project plans.

Construction Requirements:

Miscellaneous Work (LED Stop Sign Assembly) shall be mounted on a Type A pole per the details of the project plans at the locations shown on the plans, manufactures requirements, and these special provisions. The solar panel and solar controller shall be installed in the same order as indicated on the project plans in conjunction with the W4-4P and D3-1 signs. Solar panel shall be installed with collector facing south at 45 degrees. Wiring connecting solar panel and the feedback sign shall not be left exposed and shall be run in a rigid metal conduit and fittings, securely attached to the pole.

Method of Measurement:

Miscellaneous Work (LED Stop Sign Assembly) will be measured as each for the assemblies' installed, complete in place and successfully tested. No measurement will be made for necessary labor, materials, and equipment required to complete the installation and testing, these being considered as included in the work.

Basis of Payment:

The accepted quantity of Miscellaneous Work (LED Stop Sign Assembly), measured as provided above, will be paid for at the contract unit price, which price shall be considered full compensation for the work, complete in place and successfully tested. No additional payment will be made for necessary labor, materials, and equipment required to complete

this work, the cost being considered as included in this item, including conductor and conduits. Signs (D3-1 and W4-4P) shall be paid for under Item 6080005.

(925SRVY, 08/16/19)

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

925-5 Basis of Payment: the fourth paragraph of the Standard Specifications is revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under items listed in the table below.

ITEM	PREDETERMINED RATE
9250101-ONE-PERSON SURVEY PARTY	$110 per hour
9250102-TWO-PERSON SURVEY PARTY	$150 per hour
9250103-THREE-PERSON SURVEY PARTY	$190 per hour
9250106-SURVEY MANAGER	$175 per hour
9250105–OFFICE SURVEY TECHNICIAN	$85 per hour

(1001MATL, 06/17/21)

SECTION 1001 MATERIAL SOURCES: of the Standard Specifications is revised to read:

1001-1 Description:

The work under this section shall consist of the procuring of borrow, topsoil, subbase and base materials, mineral aggregates for concrete structures, surfacing, and landscape plating, from sources either designated on the project plans or in the Special Provisions or from other sources.

1001-2 General:

The contractor shall determine for itself the type of equipment and work required to produce a material meeting the requirements of the specifications.

Sites from which material has been removed shall, upon completion of the work, be left in a neat and presentable condition. Where practicable, borrow pits, gravel pits, and quarry sites shall be located so that they will not be visible from the highway.

The contractor shall provide an environmental analysis, as specified in Subsection 104.12 of the specifications, for any source proposed for use regardless of whether a previously approved environmental analysis exists for the site.

In accordance with Subsection 104.12 of the specifications, the contractor may utilize an existing environmental analysis approved after January 1, 1999, provided that the analysis is updated as necessary to be in compliance with current regulations and with the contractor's planned activities.

It shall be the responsibility of the contractor to conduct any necessary investigations, explorations, and research, on-site and otherwise, before and after submitting the bid proposal, to satisfy itself that the specified quantity and/or quality of material exists in any proposed material source.

The contractor shall not produce material for the project, mobilize crushing equipment or clear a worksite prior to approval of the environmental analysis.

The contractor shall comply with the requirements of the landowner or agency having jurisdiction over the land.

The Department makes no representation regarding quality or quantity of materials in any source.

1001-2.01 Information Available:

The Department maintains a listing of materials sources for which a completed environmental analysis is available and the landowner has allowed the source to be placed on the list. Further information on material sources is available at https://azdot.gov/business/environmental-planning/material-source-guidance.

1001-2.02 Material Sources in Floodplains:

Any development of a material source that is determined to be in a flood plain must meet the requirements of the appropriate local, state, and federal agencies, including as applicable, the U.S. Army Corps of Engineers, Section 404 of the Clean Water Act, ADEQ or Tribal 401 Water Quality Certification, and the National or Arizona Pollutant Discharge Elimination System (NPDES/AZPDES).

If the contractor wishes to procure a material source within a floodplain, the contractor or material supplier shall submit a Floodplain Use Permit application to the appropriate floodplain management agency. The contractor shall submit to the Department documentation that the Floodplain Use Permit for the material source was approved and signed by the appropriate agency's Floodplain Administrator. The contractor or material supplier shall comply with all the requirements of the Floodplain Use Permit, including renewal of the Permit as needed or required.

The Department will require an engineering report if the material source is situated in the 100 year floodplain of any stream or watercourse, and located within one mile upstream and two miles downstream of any highway structure or surfaced roadway crossing. The

engineering report shall be prepared by a professional engineer with expertise in hydrology, hydraulics, river mechanics, and fluvial geomorphology. The engineering report shall address the effects of the potential for structural damages following a 100 year flood event.

All other permits required to obtain a material source shall be furnished to the Department upon request.

Surplus material from agency administered flood control management projects may be used as borrow material only if the contractor submits written evidence to the Engineer that the flood control agency project was fully designed and funded.

Material sources in floodplains located on Native American Tribal Lands will be considered for use on an individual analysis. The analysis shall include a review of applicable land use plans, floodplain management plans, environmental plans, applicable laws and regulations pertaining to Native American Tribal Lands, and an engineering analysis of the effects on any highway facility or structure. The contractor shall obtain from the Bureau of Indian Affairs (BIA) and the Native American Tribal Council all permits, licenses, and approvals for the Department to review.

1001-2.03 Protection and Restoration:

The contractor shall comply with the requirements of Subsections 107.11 and 107.12 of the specifications for protecting and restoring the material source. The contractor shall assume full responsibility to protect and rehabilitate the material source to the satisfaction of the Department and in compliance with the requirements of the Federal Land Management Agency (FLMA) having jurisdiction or by the owner of the material source.

1001-3 Proposed Source:

1001-3.01 Approval Requirements:

(A) General:

The contractor shall notify the Engineer prior to or at the preconstruction conference as to the source that it proposes to use.

The contractor acknowledges that all the conditions set forth in this subsection shall be met prior to the source being approved for use.

Other than sampling and testing, the requirements of this subsection shall be completed prior to initiation of any activities that disturb the existing conditions at the proposed source.

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

(B) Specific Conditions for Approval:

The use of a source will require written approval by the Engineer. No approval will be given until the contractor has complied with the following conditions:

(1) The contractor has submitted an environmental analysis, as specified in Subsection 104.12 of the specifications, of the source proposed for use and the Department has reviewed the analysis and satisfied itself that the use of such source will not have an adverse social, economic or environmental impact. The requirements of Subsection 1001-3.01 of the specifications shall be completed prior to initiation of any activities that disturb the existing conditions at the proposed source.

(2) The contractor has furnished the Engineer with evidence that he has secured the rights to the source, including ingress and egress.

(C) Historical and Cultural Resources:

The archaeological survey report of the proposed material source shall be prepared by the contractor's archaeological consultant and shall conform to the requirements of Subsection 104.12 of the specifications.

In the event that prehistoric or historic structures and prehistoric or historic artifacts are encountered during any activity related to the construction of the material source, the contractor shall immediately cease operations within a 50 foot radius of the discovery location and notify the Engineer. In the event that an unmarked human burial and/or funerary remains are encountered during any activity related to the construction of the material source, the contractor shall immediately cease operations within a 100 foot radius of the discovery location and notify the Engineer. The Engineer will contact the Environmental Planning – Historic Preservation Team so that appropriate notification of the discovery is made per state and federal regulations.

After notifying the Engineer, the contractor shall, within good faith, secure the area and take all reasonable measures to protect the historical and cultural resources. No activity shall resume unless authorized by the Engineer. The Engineer will not authorize resumption of any activity until receiving confirmation from the Environmental Planning – Historic Preservation Team that the contractor may commence work.

If the Department determines that the proposed use will have major adverse impact on cultural or historic resources, the Department will not allow the use of the source.

(D) Permit from Navajo Nation:

For projects located on the Navajo Reservation, the Navajo Nation has adopted a permitting system for any sources, regardless of whether on or off the Navajo reservation, which are to supply material for projects located within its boundaries. No material source will be approved until the contractor submits a copy of the permit from the Navajo Nation allowing materials from the proposed source to be used on the project. For information concerning

the permit, the contractor shall contact the Navajo Nation Historic Preservation Office.

(E) Bureau of Land Management Material Sources:

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

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

1001-4 Special Access within Right Of Way:

The contractor may submit a request to the District Engineer to approve special access to a controlled access highway if special access is not shown on the project plans.

The request by the contractor shall be accompanied by an environmental analysis and by documents which specify the point(s) of access, the acquisition of right of way, the manner in which access will be attained, the traffic control plan, and crossovers, along with all other appropriate data which will allow the District Engineer to evaluate its request. If the request is approved, a supplemental agreement shall be entered into.

All costs associated with the special access requested by the contractor shall be borne by the contractor, including, but not limited to, cattle guards, fences, gates, and restoration work.

When access is not being utilized, gates shall be closed and locked. Upon completion of all operations, the area within the right of way that has been disturbed shall be restored to the condition existing prior to the contractor's operations.

The decision by the District Engineer to deny a request by the contractor will be considered to be final.

1001-5 Fences and Cattle Guards:

Where the haul roads to material sources cross existing fence lines in areas where there is livestock of any kind, temporary cattle guards shall be installed by the contractor at each crossing.

The livestock operator or owner shall be contacted prior to the beginning of any operations and effective measures shall be taken and means provided by the contractor to prevent livestock from straying.

In operations where conditions will exist that are dangerous to livestock of any kind, temporary cattle guards and fence shall be installed around the pit area by the contractor to protect livestock.

Temporary cattle guards and fence installed by the contractor shall be removed and existing fence disturbed shall be replaced or reconstructed and all fence shall be left in as good condition as it was prior to the beginning of work.

(1003REBAR, 12/17/20)

SECTION 1003 REINFORCING STEEL: of the Standard Specifications is revised to read:

1003-1 General Requirements:

Reinforcing steel shall be furnished in the sizes, shapes, and lengths shown on the plans and in conformance with the requirements of the specifications.

Certificates of Compliance conforming to the requirements of Subsection 106.05 of the specifications shall be submitted for epoxy coated reinforcing bars, as well as uncoated reinforcing bars, wire, and welded wire fabric. In addition, for epoxy coated reinforcing bars, Certificates of Compliance shall be submitted from the coating manufacturer and Certificates of Analysis shall be submitted from the coating applicator.

When reinforcing steel is delivered to the project site, the contractor shall furnish the Engineer with a copy of all shipping documents. Each shipping document shall show the sizes, lengths, and weights of the reinforcing steel separately for each structure.

Reinforcing steel shall be free of dirt, oil, paint and grease and shall conform to the requirements of Section 605 of the specifications. Reinforcing steel shall be protected at all times from damage. All reinforcing steel shall be free of dirt, oil, paint and grease. Rust, surface irregularities, or mill scale will not be the cause for rejection, provided the weight, dimensions, cross-sectional area, and tensile properties of a manually wire brushed test specimen are not less than the requirements of the specifications.

1003-2 Reinforcing Bars:

Except when used for wire ties or spirals, steel bars used as reinforcement in concrete shall be deformed and shall conform to the requirements of ASTM A615 for Grade 60 steel. Unless otherwise specified, steel bars meeting the requirements of ASTM A706 may be substituted for ASTM A615 steel bars. When ASTM A706 bars are used, tack welding of the reinforcement will not be permitted unless approved by the Engineer.

Samples of reinforcing bars taken at the supplier's or fabricator's place of business shall be defined as pre-shipment samples, while those samples obtained from stockpile or shipment at the project shall be defined as project samples. A shipment shall be considered any amount of reinforcing bars delivered to a project on any given day, of one transported load.

Reinforcing bars sizes No. 4, No. 5, and No. 6 will be accepted with the submission of a Certificate of Compliance. All other reinforcing bar sizes shall be subject to pre-shipment and project sampling as outlined below.

1003-2.01 Pre-Shipment Sampling:

Prior to shipment of reinforcing bars to the project, the supplier or contractor shall contact Materials Group, Structural Materials Testing Section to obtain a laboratory number referenced to the project number. A random sample shall be taken at the supplier's place of business and delivered to the Structural Materials Testing Section. For bar size No. 14, the sample shall be one piece not less than 42 inches in length, selected at random for each shipment up to 30 tons. For bar size No. 18, the sample shall be one piece not be less than 42 inches in length, selected at random for each shipment up to 50 tons. For all other bar sizes, the sample shall be one piece not less than seven feet in length, selected at random for each shipment up to 20 tons. Samples shall be submitted for each bar size, grade, heat number, and manufacturer in the shipment. The pre-shipment bars that are obtained from the supplier or fabricator must be accompanied by a Certificate of Compliance. The information shown on the certificate must match the bar identification marks. If no Certificate of Compliance is available or the information shown on the certificate is incomplete or inaccurate, the bars will not be accepted for testing.

When the supplier or fabricator makes a shipment to a project, a Certificate of Compliance shall be furnished stating that the material in the shipment is from the same stock as the pre-shipment sample covered by the laboratory number assigned by the Structural Materials Testing Section. Reinforcing bars represented by the pre-shipment sample failing to comply with the specification requirements shall not be used on any project.

1003-2.02 Project Sampling:

The Engineer reserves the right to sample reinforcing bars at any time. Project samples shall consist of one sample bar not less than seven feet in length for all bar sizes. Placement of the reinforcing bars shall not be delayed while the contractor is awaiting test results.

Concrete placement operations shall not begin until satisfactory test results of the project sample bars are obtained.

When the supplier or fabricator makes a shipment to a project from outside the Phoenix or Tucson areas, or not otherwise subjected to pre-shipment sampling, the shipment shall be accompanied by a Certification of Compliance. Before any reinforcing bars from a shipment is to be incorporated into the project work, a project sample shall be taken, tested, and approved by the Structural Materials Testing Section. A project sample shall be taken as soon as practical upon arrival at the job site. A different project sample that is representative of each bar size, grade, heat number, and manufacturer from that shipment will be required. The sampling requirements described for pre-shipment sampling for the Phoenix or Tucson areas shall be used.

1003-3 Wire:

Steel wire used as spirals or ties for reinforcement in concrete shall conform to the requirements of AASHTO M 336. Wire shall be deformed or cold drawn (smooth).

1003-4 Welded Wire Fabric:

Welded wire fabric for concrete reinforcement shall conform to the requirements of AASHTO M 336.

1003-5 Epoxy Coated Reinforcing Bars:

1003-5.01 Steel:

Reinforcing bars shall conform to the requirements of Subsection 1003-2 of the specifications.

Epoxy coated reinforcing bars will be sampled and tested in the same manner as uncoated reinforcing bars. The coating and flexibility of the epoxy coated reinforcing bars will also be tested by the Department for acceptance.

1003-5.02 Epoxy for Coating:

A list of powdered epoxy resins which have passed prequalification tests, as described in ASTM A775, “Epoxy Coated Steel Reinforcing Bars”, is maintained on the Department’s Approved Products List (APL). The powdered epoxy resins selected by the contractor and furnished by the manufacturer shall be of the same material and quality as the resins listed on the APL, and shall be applied and cured in the same manner used to coat the test bars in the original powder prequalification test. Copies of the most current version of the APL are available on the internet from the ADOT Research Center through its Product Evaluation Program.

Prequalification testing may be performed by the National Bureau of Standards, State laboratories, or qualified private laboratories.

The Certificate of Compliance from the coating manufacturer shall properly identify the batch and/or lot number, material, quantity of batch, date of manufacture, name and address of manufacturer, and a statement that the material is the same composition as the initial sample prequalified for use. The certificate shall also state that production bars and prequalification bars have been identically prepared and applied with epoxy powders.

Patching or repair material, compatible with the coating and inert in concrete shall be made available by the epoxy coating manufacturer. This material shall be suitable to repair areas of the coating which were damaged during fabrication or handling in the field.

1003-5.03 Application of Coating:

The coating applicator’s facility shall be subject to approval by the Department. Applications for approval of facilities shall be made to the Department by the coating applicator.

The surface to be coated shall be blast cleaned in accordance with the requirements of the Society for Protective Coatings, Surface Preparation Standard SSPC-SP10, Near White Blast Cleaning.

The powdered epoxy resin coating shall be applied to the cleaned surface as soon as possible after cleaning and before visible oxidation occurs. In no case shall more than eight hours elapse between cleaning and coating.

The protective epoxy coatings shall be applied by the electrostatic spray method or the electrostatic fluidized bed method in accordance with the recommendations of the coating manufacturer. The epoxy coating may be applied before or after fabrication of the reinforcing bars.

The epoxy coating shall be applied as a smooth uniform coat. After curing, the coating thickness shall be in accordance with the requirements of ASTM A775. Coating thickness shall be controlled by taking measurements on a representative number of bars from each production lot. Coating thickness measurements shall be conducted by the method outlined in the Society for Protective Coatings Paint Application Standard SSPC-PA2.

The coating shall be checked visually after cure for continuity. It shall be free from holes, voids, contamination, cracks and damaged areas.

The coating shall not have more than two holidays (pinholes not visible to the naked eye) in any linear foot of the coated item. A holiday detector shall be used, in accordance with the manufacturer's instructions, to check the coating for holidays.

The flexibility of the coating shall be evaluated on a representative number of bars selected from each production lot. The coated bar shall be bent 120 degrees (after rebound) around a six-inch diameter mandrel. The bend shall be done at a uniform rate and may take up to one minute to complete. The test specimens shall be at thermal equilibrium between 68 and 85 degrees F at the time of testing. No cracking of the coating shall be visible to the naked eye on the outside radius of the bent bar.

The contractor shall furnish a Certificate of Analysis from the coating applicator with each shipment of coated steel. In addition to the requirements of Subsection 106.05 of the specifications, the Certificate of Analysis shall state that the coated items and coating material have been tested in accordance with the requirements of this subsection and that the entire lot is in a fully cured condition.

The coating applicator shall be responsible for performing quality control and tests. This will include inspection and testing to determine compliance with the requirements of this subsection for the coating thickness, continuity of coating, coating cure, and flexibility of coating.

The Department reserves the right to have its authorized representative observe the preparation, coating, and testing of the reinforcing bars. The representative shall have free access to the plant, and any work done when access has been denied will be automatically rejected.

If the representative elects, lengths of coated bars may be taken from the production run on a random basis for test, evaluation, and check purposes by the Department.

1003-5.04 Shop Repair:

Epoxy coated reinforcing bars which do not meet the requirements for coating thickness, continuity of coating, coating cure, or flexibility of coating shall not be repaired.

Reinforcing bars with these defects shall be replaced, or alternately stripped of epoxy coating, recleaned and recoated in accordance with the requirements of this specification.

Coating breaks due to fabrication and handling shall be repaired with patching material if the defective area exceeds 2 percent of the surface area of the bar in a one-foot length and the damaged spot is larger than 1/4 inch by 1/4 inch.

The repair of coating breaks shall be limited to bars on which the total of the defective coating areas does not exceed 5 percent of the surface area of the reinforcing bar. Bars with greater than 5 percent damage shall be replaced, or alternately stripped of epoxy coating, recleaned and recoated in accordance with the requirements of this specification.

1003-6 Prestressing Reinforcing Steel:

Prestressing reinforcing steel shall conform to the requirements of Section 602-2.01 of the specifications.

Prestressing steel shall be high-tensile steel wire, high-tensile seven-wire strand or high-tensile alloy bars, as shown in the plans.

High-tensile steel wire shall conform to the requirements of AASHTO M 204.

High-tensile seven-wire strand shall conform to the requirements of AASHTO M 203 for Grade 270. In addition to the 0.5-inch diameter prestressing steel typically shown on the plans, 0.6-inch diameter seven-wire strand may be used for cast-in-place prestressed structures.

High-tensile alloy bars shall conform to the requirements of AASHTO M 275.

All prestressing steel shall be satisfactorily protected from damage by abrasion, moisture, rust, or corrosion and shall be free of dirt, rust, oil, grease, or other deleterious substances.

For every five reels of prestressing steel furnished, one sample not less than six feet long, will be tested by the Engineer. Samples of the furnished reels with the manufacturer’s Certificate of Compliance, a mill certificate, and a test report may be shipped directly by the manufacturer to the Engineer.

1003-7 Dowel Bars for Portland Cement Concrete Pavement:

Dowel bars shall be round, plain steel bars of the dimensions shown on the plans conforming to the requirements of AASHTO M 254 with Type B coating. The core material shall conform to the requirements of ASTM A615, Grade 60.

Epoxy coated dowel bars shall also conform to the requirements of Subsection 1003-5 of the specifications.

The Contractor shall furnish a Certificate of Compliance that properly identifies the coating material, the number of each batch of coating material used, quantity represented, date of manufacture, name and address of manufacturer, and a statement that the supplied coating material meets the requirements of AASHTO M 254 with Type B coating.

(1006PCC, 09/21/23)

SECTION 1006 PORTLAND CEMENT CONCRETE:

1006-2.01(A) General: of the Standard Specifications is revised to read:

Cementitious material is defined as an inorganic material or a mixture of inorganic materials that sets and develops strength by chemical reaction with water by formation of hydrates and is capable of doing so under water. In this specification, cementitious materials are defined as hydraulic cement (Portland cement, Portland-pozzolan cement or Portland-limestone cement) and supplementary cementitious materials (fly ash, natural pozzolan, or silica fume).

1006-2.01(B) Hydraulic Cement: the first paragraph of the Standard Specifications is revised to read:

Hydraulic cement shall consist of Portland cement, Portland-pozzolan cement or Portland-limestone cement.

1006-2.01(B) Hydraulic Cement: of the Standard Specifications is modified to add:

Portland-limestone cement shall conform to the requirements of ASTM C595 for blended hydraulic cement with moderate sulfate resistance, Type IL (MS).

1006-2.01(C)(2) Flyash and Natural Pozzolan: of the Standard Specifications is revised to read:

Fly ash and natural pozzolan shall conform to the requirements of ASTM C618 for Class C, F, or N.

TABLE 1006-5 Design Criteria: the column heading of the third column of the Standard Specifications is revised to read:

		Cementitious Material Content: Lbs. per Cu Yd. Minimum - Maximum		

1006-3.02(C) **Mix Design Submittal Requirements:** the items (16) and (18) of the Standard Specifications are revised to read:

(16) Volume of each material measured to the nearest hundredth of a cubic foot;

(18) Total volume measured to the nearest hundredth of a cubic foot;

1006-7.02(A) **General:** the fifth paragraph of the Standard Specifications is revised to read:

Concrete shall be sampled in accordance with ASTM C172 for acceptance testing of temperature, slump, unit weight and yield (when required) and air content (when required) as well as for fabrication of test cylinders for compressive strength determination at 28 days except that the concrete shall be sampled once during discharge at the middle portion of the batch. ASTM C172 includes sampling from stationary, paving and truck mixers, and from agitating and non-agitating equipment used to transport central-mixed concrete and from continuous mixing equipment as described in Specification ASTM C685/C685M. Sampling shall be at the point of discharge from truck mixers. Sufficient care shall be taken to obtain a representative sample by diverting the entire stream of the concrete to prevent segregation. Samples shall be of sufficient size to perform all the required tests and fabricate the necessary test cylinders but in no case less than 1 cubic foot.

1006-7.02(B) **Class S and Class B Concrete:** of the Standard Specifications is revised to read:

For Class S concrete with a compressive strength requirement less than 4000 psi, or Class B concrete, a strength test will consist of the average strength of two test cylinders. However, if the compressive strengths of the two test cylinders differ by more than 10 percent from the average of the two, the strength test result shall be the cylinder with the highest compressive strength.

For Class S concrete with a compressive strength requirement equal to or greater than 4000 psi, or Class P concrete, the compressive strength of each sample shall be determined by averaging the results of the three test cylinders. However, if the compressive strength of any one of the three test cylinders differs by more than 10 percent from the average of the three, its result shall be discarded and the compressive strength shall be the average of the remaining two cylinders. Should the individual compressive strength of any two of the three remaining cylinders differ by more than 10 percent from the average of the three, the results will be discarded and the compressive strength shall be the strength of the remaining cylinder.

1006-7.03(A)(3) **Consistency:** the third paragraph of the Standard Specifications is revised to read:

When the concrete is pumped, samples for consistency will be taken as the concrete leaves the mixer.

TABLE 1006-10 Air Entrainment Requirements: the table of the Standard Specifications is revised to read:

TABLE 1006-10 Air Entrainment Requirements		
Elevation	Air Entrainment Required	Required Air Content by Volume (%)
3000 feet or above	Yes	4 to 7
Below 3000 feet	Contractor's Option	≤ 7

APPENDIX A - WESTERN BURROWING OWL AWARENESS FLYER



Western Burrowing Owl Awareness

ADOT Environmental Planning
1611 W. Jackson St- Mail Drop EM02
Phoenix, AZ 85007

The purpose of this flyer is to provide ADOT employees and contractors, working on roadside projects, with basic knowledge to reduce the risk of incidental take of Western Burrowing Owls.

Legal Status:

Western Burrowing Owls (*Athene cunicularia*) are protected under the Federal Migratory Bird Treaty Act of 1918. All migratory birds and their parts are fully protected. They are also protected under Arizona State Law in Title 17-101, Title 17-235, and Title 17-236.

What to look for:

- Description– small, ground-dwelling owl.
- Length– 19.5-25.0 cm (7.68-9.85 inches)
- Wingspan– 58.42 cm (23.0 inches)
- Mass– about 150 grams
- Males are typically slightly larger than females.
- Round head, lacks ear tufts.
- Distinct oval facial ruff, framed by a broad, puffy white eyebrow.
- Eyes contain a bright yellow iris.

Where are owls found?

- Dry, open, short grass, treeless plains.
- Dependent on fossorial mammals. (ground squirrels, prairie dogs, badgers, etc.) to construct burrows.
- Human dominated landscapes: golf courses, airports, agricultural fields.

Identifying an active burrow:

- Owls use burrows constructed by ground squirrels, badgers, coyotes and tortoises. They can also use pipes, culverts, and ditches.
- Presence of excrement (whitewash) near entrance to burrow.
- Burrowing owls frequently decorate entrance of burrows with cow or horse manure, feathers, vegetation and trash items.

How to avoid them:

- Scan ahead prior to arriving at a sign location.
- If burrowing owls are observed within the project area, stop and move at least 100 feet beyond the owl or occupied burrow before resuming work.

If you think your work may potentially impact a Burrowing Owl or active burrow, please stop.
Move at least 100 feet from the animal or burrow before resuming work.

If you have any questions or think you have a borrowing owl or active burrow on your work site please contact: the project biologist or Coby Teal, Biology Team Lead
cell: (928) 304-0487 email: cteal@azdot.gov

Source: Arizona Game and Fish Department Animal Abstract: Western Burrowing Owl. Heritage Data Management System

(revised April 24, 2024)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

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

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
EXECUTIVE ORDER 11246, July 1, 1978

(Revised November 3, 1980)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:

c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless or race):

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands): and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership or participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment ad training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement , to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such site or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and

Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative actions obligations (7a through p). The efforts of a contractor association, joint contractor- union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a seperate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as al imitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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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: AZ20260050 01/02/2026

Superseded General Decision Number: AZ20250050

State: Arizona

Construction Type: Highway

County: Yuma County in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

ENGI0012-046 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer	$ 35.56	18.12

ENGI0012-053 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Tractor	$ 35.56	18.12

ENGI0012-078 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crane/Derricks	$ 39.17	18.12

LABO1184-016 06/01/2025

	Rates	Fringes
Power Equipment Operator:		
Horizontal Directional Drill	$ 31.98	9.26

LABO1184-027 06/01/2025

	Rates	Fringes

Laborer: Grade Setter	$ 29.91	9.26

LABO1184-033 06/01/2025

	Rates	Fringes
Power Equipment Operator: Trencher	$ 30.88	9.26

LABO1184-047 06/01/2025

	Rates	Fringes
Truck Driver: Concrete	$ 30.88	9.26

SUAZ2023-027 11/19/2024

	Rates	Fringes
Carpenter: Formwork Concrete	$ 29.34	7.09
Carpenter	$ 28.08	12.74
Cement Mason/Concrete finisher	$ 26.96	6.45
Electrician	$ 28.71	7.58
Ironworker	$ 32.00	17.54
Laborer: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 23.85	7.97
Laborer: Concrete Saw (Hand Held/Walk Behind)	$ 25.22	5.08
Laborer: Fence Erector	$ 22.00	4.03
Laborer: General	$ 23.22	4.17
Laborer: Guardrail Installer	$ 19.01	2.99
Laborer: Landscape Laborer	$ 19.44	0.00
Laborer: Mason Tender	$ 26.48	7.09
Laborer: Pipelayer	$ 26.36	7.09

Painter: Pavement Marking	$ 27.76	6.34
Painter: Sign and Display Erector	$ 19.84	4.73
Power Equipment Operator: Backhoe/Backhoe & Loader Combo/Track Backhoe	$ 26.16	6.19
Power Equipment Operator: Bobcat/Skid Steer/Skid Loader	$ 29.85	8.78
Power Equipment Operator: Boom/Crane Truck	$ 36.99	12.37
Power Equipment Operator: Broom/Sweeper	$ 24.22	4.77
Power Equipment Operator: Compactor/Roller	$ 26.88	7.18
Power Equipment Operator: Concrete Pump Truck	$ 43.11	10.87
Power Equipment Operator: Concrete Screed	$ 26.41	7.64
Power Equipment Operator: Drill Rig/Auger	$ 31.64	0.00
Power Equipment Operator: Excavator/Trackhoe	$ 31.96	8.33
Power Equipment Operator: Field Equipment Serviceperson	$ 35.44	11.45
Power Equipment Operator: Forklift	$ 30.14	12.57
Power Equipment Operator: Grade Checker	$ 24.58	7.18
Power Equipment Operator: Loader/Front End Loader	$ 27.43	7.33
Power Equipment Operator: Mechanic	$ 31.86	12.12

Power Equipment Operator: Milling Machine	$ 29.25	7.45
Power Equipment Operator: Motor Grader/Blade	$ 30.13	5.81
Power Equipment Operator: Oiler	$ 31.64	10.13
Power Equipment Operator: Paver/Spreader/Finish equipment (asphalt, aggregate, & concrete)	$ 31.47	0.00
Power Equipment Operator: Scraper	$ 26.29	5.90
Traffic Control	$ 18.90	0.00
Truck Driver: Dump	$ 23.72	0.00
Truck Driver: Oil Distributor	$ 29.97	9.43
Truck Driver: Sweeper	$ 20.24	5.48
Truck Driver: Water	$ 26.13	7.09

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next

number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION
"

ARIZONA DEPARTMENT OF TRANSPORTATION
PROJECT DELIVERY AND OPERATIONS DIVISION
CONTRACTS AND SPECIFICATIONS GROUP

BID SCHEDULE

CONTRACT # 2025060

TRACS No.	Project No.	Item	County	District	Gross Length	Net Length	Prepared By:
0000 YU SOM T051701C	SOM-0-(208)T	LOCAL	YUMA	SOUTHWEST	0		Vian Rashid

Highway Termini	Location	Work Description
• CITY OF SOMERTON	• County 15th St and Ave D	• Intersection Improvements

BID SCHEDULE

0000 YU SOM T051701C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
2010030	REMOVAL OF WOODY VEGETATION	EACH	2		
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	7		
2020047	REMOVAL OF SIGNS	EACH	7		
2030301	ROADWAY EXCAVATION	CU.YD.	559		
6070055	SIGN POST (PERFORATED) (2 1/2 S)	L.FT.	27		
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	2		
6080005	REGULATORY, WARNING, OR MARKER SIGN PANEL	SQ.FT.	70		
7010005	MAINTENANCE AND PROTECTION OF TRAFFIC	L.SUM	1		
7016050	TRUCK-MOUNTED ATTENUATOR	EACH-DAY	34		
7016067	CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	EACH-DAY	300		
7016075	FLAGGING SERVICES (CIVILIAN)	HOUR	592		
7016082	FLAGGING SERVICES (LOCAL ENFORCEMENT OFFICER)(WITH AGENCY VEHICLE)	HOUR	40		
7030082	OBJECT MARKER (M-23) (TYPE 2)	EACH	6		
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	3,021		

BID SCHEDULE

0000 YU SOM T051701C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,091		
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	203		
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	2		
7042033	PRIMER-SEALER FOR THERMOPLASTIC STRIPING (EXISTING AC)	L.FT.	10,111		
7060016	PAVEMENT MARKER, RAISED, TYPE AB	EACH	234		
7310011	POLE (TYPE A) (17')	EACH	4		
7310197	BREAKAWAY BASE FOR LIGHTING POLE OR SIGNAL FLASHER	EACH	4		
7310200	POLE FOUNDATION (TYPE A)	EACH	4		
7330040	TRAFFIC SIGNAL FACE (TYPE D)	EACH	4		
7330400	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE XI)	EACH	4		
8101029	EROSION CONTROL (ROCK MULCH) (GRADATION C)	CU.YD.	352		
9010001	MOBILIZATION	L.SUM	1		
9080355	CONCRETE DRIVEWAY (MAG DET. 251)	SQ.FT.	854		

BID SCHEDULE

0000 YU SOM T051701C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
9240012	FORCE ACCOUNT WORK (WILDLIFE REHABILITATOR)	L.SUM	1	$6,000.00	$6,000.00
9240119	MISCELLANEOUS WORK (ADVANCE WARNING FLASHER ASSEMBLY)	EACH	2		
9240120	MISCELLANEOUS WORK (LED STOP SIGN ASSEMBLY)	EACH	2		
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 YU SOM T051701C SOM-0(208)T
CITY OF SOMERTON
(COUNTY 15TH ST & AVE D)

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.

The undersigned hereby agrees to provide an electronic Proposal Guaranty in the amount and character named in the Advertisement for Bids. The Proposal Guaranty is submitted as a guaranty of the good faith of the bidder, and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, the State of Arizona, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(Seal)

Corporate Name: _____

Corporate Mailing Address: _____ Zip Code: _____

Incorporated under the laws of the State of: _____

By (Signature): _____ Date: _____

President: _____

Secretary: _____

Treasurer: _____

If by a Firm or Partnership:

Firm or Partnership Mailing Name: _____

Firm or Partnership Address: _____

By (Signature): _____ Date: _____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ Date: _____

Mailing Address: _____

ARIZONA DEPARTMENT OF TRANSPORTATION

SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

as Principal, hereinafter called the Principal, and _____

_____

a corporation duly organized under the laws of the state of _____ hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Arizona Department of Transportation, as Obligee, hereinafter called the Obligee, in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Arizona Department of Transportation for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for TRACS/Project No.

0000 YU SOM T051701C SOM-0(208)T
CITY OF SOMERTON
(COUNTY 15TH ST & AVE D)

NOW THEREFORE, if the Obligee, acting by and through its Transportation board, shall accept the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

_____
Principal

_____
By

_____
Title

_____
Surety

_____
By Attorney-in-Fact

_____
Address Attorney-in-Fact

Subscribed and sworn before me
this _____ day of _____, 20 _____.

My Commission expires: _____

_____
Notary Public

R9/13

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS
APRIL, 1969

The bidder _____, proposed subcontractor _____, hereby certifies that it has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that it has _____, has not _____, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By: _____

_____
(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7b (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Information concerning Standard Form 100 (EEO-1) is available from:

Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

0000 YU SOM T051701C SOM-0(208)T
CITY OF SOMERTON
(COUNTY 15TH ST & AVE D)

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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CITY OF SOMERTON
(COUNTY 15TH ST & AVE D)

REVISED 05/02

ARIZONA DEPARTMENT OF TRANSPORTATION

PARTICIPATION IN BOYCOTT OF ISRAEL CERTIFICATION FORM

Unless and until the District Court's injunction in Jordahl is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.0l(A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is no longer a mandatory part of the offer. Offers will not be evaluated based on whether this certification has been completed.

0000 YU SOM T051701C SOM-0(208)T
CITY OF SOMERTON
(COUNTY 15TH ST & AVE D)

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 publicinspection.

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 title38.

All Bidders must select one of thefollowing:

_____**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

Forced Labor of Ethnic Uyghurs Ban Certification Form

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the bidder shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

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CITY OF SOMERTON
(COUNTY 15TH ST & AVE D)

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all bidders must select <u>one</u> of the following:

☐	The bidder **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
☐	The bidder **<u>does</u>** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	**Exempt Contractor.** Select all statements that applies to this Contractor: ☐ Contractor is a sole proprietorship; ☐ Contractor has fewer than ten (10) employees; and/or ☐ Contractor is a non-profit organization.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title