ADVERTISEMENT FOR BIDS

SPECIAL PROVISIONS

BIDDERS DOCUMENTS

TRACS/Proj. No.:

0000 MA BKY T063001C   BKY-0(216)T
CITY OF BUCKEYE
(BUCKEYE FIBER OPTIC BACKBONE (MC 85/MILLER RD))

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, OCTOBER 23, 2026, AT 11:00 A.M. (M.S.T.)

TRACS NO	0000 MA BKY T0630 01C
PROJECT NO	BKY-0(216)T
TERMINI	CITY OF BUCKEYE
LOCATION	BUCKEYE FIBER OPTIC BACKBONE (MC 85/MILLER RD)

ROUTE NO.	MILEPOST	DISTRICT	ITEM NO.
0000	BKY	CENTRAL	104421

The amount programmed for this contract is $1,936,873. The location and description of the proposed work are as follows:

The proposed project is located in Maricopa County within the City of Buckeye along Miller Road between Pima Street and Monroe Avenue and along Monroe Avenue between Miller Road and Eason Avenue. The work includes the installation of fiber optic conduit and cables, ethernet switches, connection of fiber to existing traffic signals and other equipment necessary to extend the City's traffic management system.

The time allowed for the completion of the work included in this contract will be 226 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: Mohamed Ali Noun, mnoun@azdot.gov, any correspondence with the Engineering Specialist is subject to posting onto Bidx through the project's Q&A link. Answers to questions will not be given verbally, but will be posted exclusively to the Bidx website.

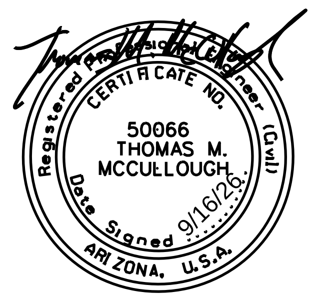
Brahama Singh, PE,
Group Manager,
Contracts & Specifications

Project Advertised on: 9/17/2026

SPECIAL PROVISIONS

FOR

ARIZONA PROJECT



0000 MA BKY T063001C

BKY-0(216)T

CITY OF BUCKEYE

BUCKEYE FIBER OPTIC BACKBONE (MC 85/MILLER ROAD)

FIBER OPTIC INSTALLATION

PROPOSED WORK:

The proposed project is located in Maricopa County within the City of Buckeye along Miller Road between Pima Street and Monroe Avenue and along Monroe Avenue between Miller Road and Eason Avenue. The work includes the installation of fiber optic conduit and cables, ethernet switches, connection of fiber to existing traffic signals and other equipment necessary to extend the City's traffic management system.

(SPC00FA, 03/19/26)

SPECIFICATIONS:

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

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

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

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

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

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

The Proposal Pamphlet which includes the following documents:

These Special Provisions,

Appendix A – UPRR Wireline Crossing Agreement and Flagging Requirements

Appendix B – UPRR Right Of Entry Agreement

Appendix C – License to Use BWCDD Lands Utility Crossing of District Canal

Appendix D – Roosevelt Irrigation District Agreement

Appendix E – Southwest Gas Construction Requirements

Appendix F – 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:

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

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

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

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.

Inventory of Project Site:

Defined by the scope of this project, the contractor shall conduct an inventory to verify the condition of the existing infrastructure of the City of Buckeye ITS within the project limits. The inventory includes verification of the condition of existing conduits, pull boxes, and cabinets for structural and functional integrity prior to the start of construction activities. The contractor shall determine the structural and functional integrity of those related items. Traffic Control relating to inventory activities shall require a Traffic Control Plan approved by the Engineer. Traffic control activities relating to inventory work shall be paid for under the appropriate Traffic Control items in the Bid Schedule. The contractor shall allow a minimum of 14 days for the Engineer to review and approve the traffic control plans for the inventory. The contractor shall notify the Engineer in writing of the time and place of the inventory. The written notification shall be a minimum of 2 days prior to beginning the inventory. The Engineer may elect to accompany the contractor during the inventory.

The contractor shall prepare a list of the results of the inventory detailing needed repairs or modification, location of the damage and provide the list to the Engineer for approval prior to excavation. All required work to repair conduit and pull box damage found during the inventory and listed by the contractor shall be completed prior to installation of cabling. The cost to conduct the inventory and ITS inventory report is included in the cost of item 9010001 Mobilization.

Use of Prohibited Products:

Effective immediately, 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

Access Requirements:

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

The contractor shall provide the necessary information to the Engineer to inform all property and business operators that may be affected by any restrictions 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. The contractor shall communicate business or residential access restrictions to the Engineer such that the Engineer may communicate in writing with the affected businesses or residents at least one week in advance of the restriction.

If primary access cannot be maintained, the contractor shall provide an alternative to the Engineer 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.

Designated Staging Area:

The contractor shall be responsible for providing their own designated staging outside of ADOT property and right-of-way limits.

Existing Storm Drains:

The contractor shall be responsible for keeping all existing storm drains open and operational during the construction period. No separate measurement or direct payment will be made for this maintenance, the cost being considered as included in the price of other contract items.

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. Significant differences between the measured and plan information shall be submitted to the Engineer prior to proceeding with the work. Minor adjustments to curb staking, catch basin 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.

ITS Pre-Activity Meetings:

The contractor shall schedule pre-activity meetings to provide a schedule of planned activities for the following week (or a minimum of 5 working days prior to the commencement of planned work) to keep the Engineer informed of the progress of work activities. In addition, the contractor shall keep the Engineer appraised of anticipated difficulties or challenges associated with the work. The contractor shall prepare a detailed plan, schedule, and approved traffic control plans for each of the pre-activity meetings. All preparations for pre-activity meetings shall be done at no additional cost to the Department.

At a minimum, pre-activity meetings shall take place for the following construction activities:

- Conduit and Fiber Placement
- Directional Drilling or Boring
- Fiber Installation including jetting
- Fiber Splicing and Testing
- Record Drawings
- Stand Alone Testing
- System Acceptance Testing
- GPS ITS Elements

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.

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.

(101DEFN, 04/21/22)

SECTION 101 DEFINITIONS AND TERMS:

101.02 Definitions:

Acceptance: of the Standard Specifications is hereby deleted:

Characteristic: of the Standard Specifications is revised to read:

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

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

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

Contract Bonds:

Surety Bonds that include Performance Bond and Payment Bond.

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

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

Roadbed: of the Standard Specifications is revised to read:

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

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

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

State: of the Standard Specifications is revised to read:

The State of Arizona, acting through its authorized representatives.

(102BID, 03/19/26)

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

102.01 Contract Documents:

(A) General:

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

(B) Advertisements for Bids:

The advertisement for bids may contain the following information:

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

(C) Proposal Pamphlet:

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

102.02 Prerequisites for Bidding:

(A) General:

To submit a valid bid, the bidder shall:

(1) Have prequalification from the Department as necessary for the project, in accordance with Subsection 102.02(B) of the specifications; and

(2) Be included on the project Plansholder List as a Prime in accordance with Subsection 102.02(C) of the specifications.

(B) Prequalification of Bidders:

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

(C) Plansholder List:

It is the bidder's responsibility to ensure that their firm is on the Plansholder List as a Prime prior to submitting a bid.
Firms may register electronically requesting placement on the project Plansholder List as a Prime contractor as follows:

(1) Go to the ADOT Contracts and Specifications Group Website;

(2) Select "Current Advertisements";

(3) Identify the project of interest;

(4) Click on the "Register" icon;

(5) Select the "Bidder" radio button;

(6) Complete all required fields;

(7) Click "Save". This submits the request to the Department; and

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

Requests to be included on the Plansholder List as a Prime will be evaluated by the Department to determine whether the bidder is prequalified for the project. The Department cannot guarantee that requests to be on the Plansholder List will be considered if the request is submitted less than five working days prior to the bid opening. The Department will send an email to the email address provided notifying the contractor of the results of their request. The Department's email will state whether the request was approved or denied. More information regarding the Department's decision may be obtained by contacting the ADOT Contracts and Specifications Group.

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

(D) Registration for Notifications:

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

To register:

(1) Go to the ADOT Contracts and Specifications Group Website;

(2) Select "Current Advertisements";

(3) Identify the project of interest;

(4) Click on the "Register" icon;

(5) Select the "Other" radio button, as applicable;

(6) Select the "Yes" in response to the prompt "Are you interested in registering to be notified about any changes made to this advertisement?";

(7) Complete all required fields;

(8) Click "Save". This submits the request to the Department; and

(9) If all required information is provided, the "ADOT C&S Advertisement Registration Confirmation" Screen will appear and a confirmation email will be sent to the email address provided.

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

102.03 Suspension from Bidding:

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

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

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

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

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

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

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

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

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

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

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

102.04 Availability of Documents:

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

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

The project plans, proposal pamphlet, cross sections, earthwork report, survey control sheet, and any applicable reports are provided in PDF format. The Department makes no representation or warranties as to the compatibility, usability, or readability of the PDF documents with any system, software, hardware, or application package other than that on which the files were originally saved. The contractor bears the sole risk of any modifications, manipulations, or alterations to the plans, proposal pamphlet, and any applicable reports.

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

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

102.05 Plansholder Eligibility:

The Department reserves the right to disqualify a prequalified contractor from being a Plansholder for any of the following reasons:

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

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

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

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

(E) Default under previous contracts.

(F) Unsatisfactory performance on previous work.

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

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

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

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

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

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

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

102.06 Interpretation of Quantities in Bidding Schedule:

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

102.07 Examination of Plans, Specifications and Site of Work:

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

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

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

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

102.08 Preparation of Proposal:

(A) General:

The bidder shall prepare and submit its proposal using Department-approved bid preparation software.
Proposals shall be prepared and submitted in accordance with the requirements of Subsection 102.08(B) of the specifications.
The bidder shall submit its proposal using the electronic bid process described herein.

(B) Electronic Submittal:

(1) General:

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

In addition, bidders shall subscribe to Info Tech, Inc., doing business as Infotech's Bid Express® service at www.bidx.com, an online bidding service, and obtain an online Digital ID. Bid Express can be reached at www.bidx.com, phone (888)-352-2439 and/or customer.support@bidx.com. The bidder shall also download and install a copy of the AASHTOWare Project Bids Bid Component from the internet at the Bid Express website. The version of the software currently used by ADOT can then be located by selecting the ADOT tab and the "AASHTOWare Project Bids" link under Downloads.

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

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

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

It is the contractor's responsibility to provide the updated contact information to the Department if there are any changes to the above requested email address or recipient name prior to the award of the contract.
The bidder shall specify a unit price for each pay item for which a quantity is given in the bidding schedule. The software will automatically produce the extended amount, as the product of the quantity given and the specified unit price.

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

(2) Procedure for Missing Bids:

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

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

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

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

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

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

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

102.09 Non-Collusion Certification:

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

The bidder certifies that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1 of the A.R.S, neither it nor anyone associated with the company, firm, corporation, or individual has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid.

102.10 Irregular Proposals:

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

(1) If there is a submission of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

(2) If the bid is mathematically unbalanced.

(3) If the bid is materially unbalanced.

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

(1) If the bidder or surety fails to provide a proposal guaranty as specified in Subsection 102.11 of the specifications.

(2) If the bidding schedule does not contain a unit price for each pay item listed.

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

102.11 Proposal Guaranty:

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

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

Bidders shall provide an electronic proposal guaranty as described herein.

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

102.12 Withdrawal of Proposals:

(A) General:

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

(B) Conditional Withdrawal:

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

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

102.13 Combination or Conditional Proposals:

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

102.14 Public Opening of Proposals:

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

102.15 Licensing:

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

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

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

102.16 Boycott of Israel:

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

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

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

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

102.17 Forced Labor of Ethnic Uyghurs Ban:

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

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

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

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

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

(102NOBID, 09/19/12)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

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

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

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

(102LOBY, 01/21/21)

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

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

(A) Lobbying:

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

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

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL, "Disclosure Form to Report Lobbying", are available at ADOT Contracts and Specifications Group, 205 South 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.

(104APA, 02/26/99)

SECTION 104 SCOPE OF WORK:

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

In order to eliminate the possibility of causing or exacerbating air quality violations resulting from construction activities, any traffic control plans which include temporary traffic detours involving local adjacent streets or alternate routes must be approved by the Engineer.

104.08 Prevention of Air and Noise Pollution: of the Standard Specifications is modified to add:

In the event that the Governor declares an air pollution emergency, pursuant to ARS § 49 465.B., which restricts work schedules for all employees of the state and its political subdivisions, the Engineer will direct the contractor suspend all work activities until further notice. The contractor shall discontinue all current work activities as soon as possible, but not later than four hours after notification by the Engineer. The contractor will be compensated for labor costs incurred through the end of the work shift in which the notification occurs. No payment adjustments will be made for equipment or overhead costs resulting from the suspension of work. An extension of the time allowable under the contract will be granted in accordance with Subsection 108.08 of these specifications. In the event that any local air quality authority declares an air pollution advisory, the cooperation of the contractor is requested in complying with the actions recommended by the local authority to the maximum extent possible.

SECTION 104 SCOPE OF WORK:

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

Traffic Control Requirements:

The contractor working hours are from 9:00 am to 3:00 pm on weekdays. Any work conducted outside these working hours need to be approved by the Engineer. No weekend work will be permitted unless approved by the Engineer.

Closures of on-street parking shall be approved by the Engineer.

Nighttime work hours are from 9:00 pm to 5:00 am on weekdays.

Traffic restrictions on City streets are allowed weekdays between 9:00 am and 3:00 pm or as approved by the Engineer. An off-duty uniformed police officer is required during construction work at traffic signal cabinets or working within 300 feet of a signalized intersection.

The contractor shall obtain a right of entry permit from ADOT for all work, including traffic control, within the ADOT R/W. No measurement or payment will be made for obtaining the permit as the costs are considered included on the contract items.

The contractor shall obtain a right of entry permit from MCDOT for all work, including traffic control, within the MCDOT R/W. No measurement or payment will be made for obtaining the permit as the costs are considered included on the contract items.

Construction Schedule:

In addition to the schedule requirements contained in Subsection 108.04 "Prosecution and Progress" of the Standard Specifications, the contractor shall provide separate construction progress schedules for each individual construction activity and the required traffic control for those activities. The schedule shall specify the limits of the work activities and related traffic control plan by station or milepost, by day, and by time of day.

The schedule and the related traffic control shall be developed in such ways that access or alternative access is maintained at all times to all adjacent residences and businesses. The schedule shall be developed in such a manner that it can be released to the public. The schedule shall be updated as necessary. The contractor shall submit a monthly revised project schedule and submit three-week schedules at each weekly meeting.

Access Requirements for Pedestrians:

The contractor shall maintain safe and passable walkways on at least one side of the roadway at all times.

The contractor shall submit a traffic control plan including providing access for pedestrians for each construction activity that impacts pedestrian walkways.

Traffic-Related Work Restrictions:

The Contractor shall notify the Engineer in writing 14 working days in advance of single shoulder closure, one lane closure, on-street parking closure, WB MC85/Monroe closure, or two-lane closures to properly notify all parties and the public.

Single day lane restrictions and city street closures shall be approved by the Engineer prior to implementation.

No full City Street closures shall be permitted.

The contractor will need to apply for a barricade permit for any night work and weekend work.

One direction of travel on city streets shall remain open at all times during lane restriction and city street closure periods.

CMB must be set up 14 business days in advance, at all approaches, explaining the upcoming closure.

The contractor shall follow the City of Buckeye's Holiday Moratorium. No road closures will be allowed during special events or holidays as indicated below.

Special Events

- Special Events shall include the following. Dates are approximate and may vary slightly from year to year.

Special Event	**Approximate Date**
Oktoberfest	*2nd week of October 2026*
Halloween Carnival	*End of October 2026*
Veterans Day Parade	*November 12, 2026*
Fall Demolition Derby	*3rd weekend in November 2026*
Hometown Holiday Boutique	*1st week of December 2026*
Magic on Monroe	*1st week of December 2026*
Glow on Monroe Parade/Santa Visits	*2nd week of December 2026*
Race to the Runway Marathon	*1st weekend of January 2027*
The Buckeye Air Fair	*2nd weekend of March 2027*
Dog Days of Buckeye	*1st weekend of March 2027*
Spring Celebration	*Last weekend of March 2027*
Spring Demolition Derby	*3rd weekend of April 2027*

Holidays

Holiday (Title)	**Start Date (12:00 Noon)**	**End Date (5:00 AM)**
Veterans Day	November 10, 2026	November 12, 2026
Thanksgiving Day	November 25, 2026	November 30, 2026
Christmas / New Year's	December 24, 2026	January 4, 2027
MLK Day	January 15, 2027	January 18, 2027
Presidents' Day	February 12, 2027	February 16, 2027
Memorial Day	May 28, 2027	June 1, 2027

No conduit trenches or pull box excavations shall be left open overnight. All conduit trenches shall be compacted and backfilled prior to leaving the construction site.

The contractor shall pick up all traffic control devices if there is no work being performed more than 24 hours after the completion of an activity.

SECTION 104 – SCOPE OF WORK:

104.07 Railway – Highway Provisions: of the Standard Specifications is modified to add:

The contractor is hereby informed that part of the work will be within the right-of-way of Union Pacific Railroad Company (UPRR). UPRR owns and operates trains over tracks crossing Miller Road, the ITS conduit project will impact its operations. UPRR currently operates up to 2 trains per day, 7 days per week. The project involves installing of the ITS conduit underground beneath the UPRR tracks at Miller Road.

The contractor shall submit two copies of the executed Contractor's Right of Entry Agreement with UPRR per the attached Letter to the Contractor. The contractor shall submit the application for right of entry for the work. The contractor shall submit required insurance.

The contractor shall contact the UPRR Manager Industry and Public Projects at the phone number listed below, making reference to UPRR Project No. 0808248. Per the UPRR, the contractor may submit the applications for the Miller Road crossing work, and an agreement will be emailed to them. The sample agreement, letter to the contractor and exhibits in Appendix B are included to assist the contractor in anticipating UPRR requirements. A sample of the right of entry agreement is included in Appendix B.

When approved by UPRR, the executed Contractor's Right of Entry Agreement will become the contractor's Right of Entry (ROE). The contractor shall not enter into, or commence work within, the railroad's right-of-way, or within the existing ADOT easement from UPRR, until the contractor has provided a copy of the executed Contractor's Right of Entry Agreements to the Engineer. The contractor shall also provide at least thirty (30) days prior written notice to UPRR Manager Industry and Public Projects about the time when the operations for construction shall commence on UPRR right of way, making a reference of UPRR Project No.0808248.

The contractor is advised that several weeks are required for review and approval of the Contractor's Right of Entry Agreement and Application. The contractor shall anticipate the required time necessary to obtain the ROE and schedule his work accordingly. No adjustment to the contract time will be allowed for delays in obtaining a fully executed ROE. The contractor is directed to samples of the Railroad ROE documents included within these Special Provisions in Appendix B that contain specific UPRR requirements associated with being on its property. The application fee for the ROE is currently $1,025.00 per information contained in the Letter to the Contractor. The contractor shall submit the application for ROE and make payment of the fee as provided under subsection 107.02 of the Standard Specifications. Per the UPRR, one application fee can be submitted along with Insurance documents and both Contractor Right of Entry Agreements.

Pursuant to FRA Regulation 49 CFR Part 214, flagging protection is required in accordance with the railroad's standard safety procedures. The necessity for flagging protection is determined by the railroad and, when necessary, the railroad may require one, or more, flaggers to be present when the contractor is on the railroad right-of-way. The contractor is required to communicate to UPRR all activities that may affect safety or railroad operations. Any work to be performed by the contractor that requires flagging protection shall be deferred until flagging protection is available at the job site. The contractor is required to coordinate with UPRR with respect to construction schedule and work-related items for the safe and effective progress of the work. If the railroad determines that flagging protection is necessary, reimbursement for railroad provided flaggers will be in accordance with these Special Provisions.

ADOT Contractor will directly reimburse the UPRR for all railroad flagging costs. ADOT has estimated a total of 7 days of railroad flagging will be required for this project. Should the Contractor desire additional flagging days over and above the estimated 7 - days it shall be at the expense of the Contractor. The Contractor is not to exceed this amount without written permission of the State's Engineer.

Per Section 1A of Exhibit B of the Contractor's Right of Entry Agreement, the contractor shall notify UPRR's Manager of Track Maintenance, or Designated Representative, at least ten (10) calendar days in advance of commencing work on UPRR property, and give at least ten (10) days' notice before requesting a UPRR flagger to be onsite in accordance with the requirements of the Right of Entry documents in order to protect UPRR from damage or interference to UPRR's trains and property. No excavation within UPRR right-of-way is permitted without the approval of the railroad. Per Section 1C of Exhibit B of the Contractor's Right of Entry Agreement, the contractor shall also notify the UPRR's Manager of Track Maintenance at least 5 days before cessation of the need of railroad flagging. Finally, the contractor shall notify the Manager of Industry and Public projects when all activities within the UPRR right-of-way have been completed.

There will be no additional payment for the coordination, development of application and plans, contractor plan review or any other work associated with obtaining the Right of Entry Agreement, plan review or preparing and implementing all work associated with the Track Protection Plan including bridge demolition work, the cost being considered included in other items of work.

The contractor shall comply with all requirements of the railroad concerning access, insurance, inspection, flagging requirements, and protection of its property, including, when required, a plan for erosion control. Following award of the contract, the contractor shall contact the UPRR Manager Industry and Public Projects to begin the Right of Entry application process. All communications with UPRR shall respect its requirements for lead-time to respond. All correspondence and formal communications must be directed to The Manager of Industry and Public Projects, with copy to the Engineer, and daily coordination and communications established with Mr. Brad Givens, UPRR Manager, and Track Maintenance:

Attached (in Appendix B) is your original copy of our Agreement, fully executed on behalf of the Railroad Company. When you or your representative enters the Railroad Company's property, a copy of this fully executed document must be available at the site to be shown on request to any Railroad employee or official.

In accordance with the terms of the Agreement, the contractor are required to notify a Railroad approved flagger provided at the link below (1.), Manager of Signal Maintenance (2.), and the Telecommunications ("Call Before You Dig") (3.) email at least 10 days in advance of the date you plan on entering the right of way for further instructions and approval to commence construction.

YOU SHOULD NOT CONTACT THE MANAGER OF SIGNAL MAINTENANCE BELOW FOR ANY FLAGGING SERVICES.

1. Third Party Flagging Link: www.up.com/real_estate/third-party-flagging/index.htm

2. Manager of Signal Maintenance: Luis Macias ljmacias@up.com

3. Call before You Dig: www.up.com/aboutup/community/telecom/groups/index.htm

As an additional note, the top of the casing must be a minimum of two feet below any existing fiber optic cable. Any open excavation required within five feet of the fiber optic cable must be dug by hand.

All correspondences with the UPRR are to include the following Railroad reference information for the location being worked:,

Mile Post: 875.33, Phoenix Subdivision

Location: Buckeye, Maricopa County, Arizona

The contractor is advised that the daily coordination necessary to comply with the railroad requirements of these Special Provisions may be extensive, and that prior to beginning construction activities it is in his best interest to meet with the Railroad Representative and the Track Supervisor in order to establish the command hierarchy and the necessary approval protocols for his day-to-day activities.

The contractor is not required to purchase this coverage from the UPRR and is encouraged to shop the market for the best available rate. The form for RPLI can be obtained from the web site http://www.uprr.com/reus/group/rrinsure/.

The UPRR will require Pollution Liability Insurance only if the contractor will store and/ or stage hazardous materials on UPRR right-of-way. Incidental use of hazardous materials such as fuel, hydraulic fluid, etc. does not require the Pollution Liability Insurance.

The contractor shall conduct the work in a safe and orderly manner according to the plans and specifications. The contractor shall at no times hinder the safe and timely operation of UPRR facilities, nor shall it allow the UPRR required insurance to lapse at any time. If the contractor shall prosecute the project work in a manner that UPRR deems to be hazardous to its property, facilities or the safe and expeditious movement of its traffic, or the insurance described in the Right of Entry documents be canceled during the course of the project, then UPRR shall have the right to stop the work, within UPRR right-of-way, until the acts or omissions of the contractor have been fully rectified to the satisfaction of UPRR's Manager Industry and Public Projects, or additional insurance has been delivered to and accepted by UPRR. Such work stoppage shall not give rise to or impose upon UPRR any liability to the contractor.

When the contractor receives the executed ROE from UPRR, the contractor shall begin a dialog with the UPRR Manager Track Maintenance to mutually schedule and coordinate their respective work. UPRR may require portions of the contractor's work that may affect railroad operations to be performed during designated hours. The contractor shall coordinate with UPRR each day's construction activities that may affect UPRR operations. The contractor's construction schedule shall identify the time frames for the completion of the contractor's and UPRR's activities, always recognizing that the contractor's activities shall be scheduled around train movements. Construction activities within twenty-five feet of the operational tracks, or activities (such crane operations) that may foul the tracks, will occur only with the approval of UPRR's Manager Track Maintenance, or his designated representative. The contractor shall relay all essential communications between the contractor and UPRR promptly to the Engineer.

All existing UPRR maintenance roadways shall remain open at all times during construction. The contractor shall not deposit any material or debris onto railroad property that, in the opinion of UPRR, would hinder railroad operation or be unsafe to railroad operations. Contractor will not store material within UPRR's right of way. When contractor personnel and equipment are not working, they shall be at least twenty-five (25) feet from the centerline of the nearest track. The contractor shall maintain all ditches and drainage structures free of silt or other obstructions, which may result from the contractor's operations, and to promptly repair eroded areas within UPRR property. The construction site shall be restored as indicated in the Contractor's Right Of Entry Agreement and cleaned during the progress of the work to the satisfaction of UPRR. Any ballast material contaminated by the contractor's operations will be replaced by UPRR at the contractor's expense and at no additional cost to the Department.

All workers, including those employed by subcontractors, will be required to complete the UPRR Contractor Safety Orientation Program prior to entering the property. All workers will be required to have in their possession the registration card indicating that the worker has taken and passed the course. The course may be taken via the Internet at www.contractororientation.com. There is a $15 fee per person registered.

Section 5A of Exhibit B of the Contractor's Right of Entry Agreement and Section 5A of Exhibit B requires protection of fiber optic cable systems which may cross or run parallel to the UPRR corridor. The contractor shall be responsible to contact UPRR and/or the telecommunications companies to determine whether there are any fiber optic cable systems located within the project boundaries that could be damaged or their service disrupted, due to the construction of the project. The contractor shall pothole all lines either shown on the plans or marked in the field to verify their locations. The contractor shall use all reasonable methods when working in the UPRR rail corridor to determine if any other fiber optic lines may exist. Failure to notify, pothole or identify these lines shall be sufficient cause for the Engineer to stop construction at no additional cost to the Department or UPRR until these items are completed. Costs for repairs and loss of revenues and profits due to damage to these facilities through negligent acts by the contractor shall be the sole responsibility of the contractor. The contractor shall indemnify and hold the State and UPRR harmless against and from all cost, liability and expense arising out of or in any way contributed to these negligent acts of the contractor.

NOTE: It is the contractor's responsibility to coordinate effectively his operations to minimize, if not eliminate, any impact of the project upon UPRR operations. Any loss of service, or revenue, to UPRR beyond that covered by these Special Provisions that is in any way caused by the contractor's actions shall be the sole responsibility of the contractor, at no additional cost to the Department.

During construction, the contractor shall protect the railroad tracks. The contractor shall design, install, maintain and remove a debris containment system, which can be demonstrated to contain debris of any size or weight likely to be generated by construction activities. Debris containment systems shall require the approval of the railroad and the Engineer.

(104DUST, 11/01/95)

SECTION 104 SCOPE OF WORK:

104.08 **Prevention of Air and Noise Pollution:** of the Standard Specifications is modified to add:

For work performed within Maricopa County, the contractor will be required to prepare a comprehensive fugitive dust control plan, in accordance with the guidelines established in Rule 310 of Maricopa County Regulation III, Control of Air Contaminants. The contractor may contact Maricopa County, Division of Air Pollution Control, to purchase a copy of the guidelines. The contractor shall complete and submit the control plan with the permit application, and obtain approval prior to construction or any other activities which may produce dust pollutants.

Some of the measures which the contractor may use to control or minimize fugitive dust include: increased use of water or chemical dust suppressants, cease work temporarily during high winds, reducing vehicle speeds and number of trips, maintaining freeboard of three inches or more in hauling, and covering or stabilizing stockpiles. The contractor shall be required to cover haul trucks with tarps or other suitable enclosures.

No separate payment will be made for preparation and implementation of the fugitive dust control plan, the costs being considered as included in the price of contract items.

(104MTBRN, 06/04/96)

SECTION 104 SCOPE OF WORK:

104.08 **Prevention of Air and Noise Pollution:** the first paragraph of the Standard Specifications is modified to add:

Burning of trash, debris, plant material, wood, or any other waste materials will not be allowed. The contractor shall dispose of such materials in accordance with the requirements of Subsection 107.11.

(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.

(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-3B: MBTA – Burrowing Owl Preconstruction Survey:

The contractor shall employ a qualified biologist to complete a preconstruction survey for burrowing owls no sooner than 96 hours prior to construction in all suitable habitats that will be disturbed. The biologist shall possess a burrowing owl survey protocol training certificate issued by the Arizona Game and Fish Department.

If any burrowing owls or active burrows are discovered, they shall be avoided and protected. The contractor shall notify the Engineer immediately. The Engineer will further direct how to avoid impacts to the owls and protect the burrows. 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 control noxious and invasive plant species throughout the duration of the project in accordance with the requirements of these special provisions.

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

(105TPDDC, 08/21/25)

SECTION 105 CONTROL OF WORK:

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

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

(106DMAT, 12/18/25)

SECTION 106 CONTROL OF MATERIALS: of the Standard Specifications is revised to read:

106.15 Domestic Materials and Products:

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

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

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

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

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

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

(106CMATLS, 12/18/25)

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

106.17 Construction Materials:

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

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

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

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

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

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

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

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

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

(106MAPR, 12/18/25)

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

106.18 Manufactured Products:

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

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

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

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

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

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

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

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

(107LPAINS, 08/02/19)

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC:

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

City of Buckeye shall be named as an additional insured on the certificate of insurance.

(107UINSLMTS, 02/20/25)

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

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

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

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

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

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

(107UTIL, 04/17/25)

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

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

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

CENTRAL DISTRICT

(602) 712-7522	2140 W. Hilton Avenue
(602) 712-6954	Phoenix, AZ 85009

Copies of existing utility permits within the City Right of Way, subject to availability, may be obtained from the City of Buckeye Engineering Department as listed below:

City of Buckeye
945 N 215th Avenue, Ste 137
Buckeye, AZ 85326
(623) 236-5320

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

ADOT
Jose J. Rojas
MD E700, 2140 W. Hilton Ave.
Phoenix, AZ 85009
602.712.6771
JRojas@azdot.gov

ADOT has facilities within the project limits but are not anticipated to be in conflict.

Arizona Public Service
Vanessa Bernal-Hernandez
8100 S. State Highway 85
Buckeye, AZ 85326
480-476-1387
buckeyecontroldesk@apsc.com

APS has underground facilities within the project limits but are not anticipated to be in conflict and shall be protected in place.

Arizona Public Service Palo Verde Water Resources
Douglas Anderson
5715 South Wintersburg Road
Tonopah, AZ 85354
623-262-0948
douglas.anderson@aps.com

Arizona Public Service Palo Verde Water Resources (APS PVWR) has facilities within the project limits but are not anticipated to be in conflict and shall be protected in place. The contractor shall notify APS PVWR at least 10 business days prior to commencing construction to allow an APS PVWR representative to be on site during all boring activities near or within APS PVWR right of way.

Buckeye Water Conservation and Drainage District
Wes Kerr
205 E. Roosevelt
Buckeye, AZ 85326
623-386-2196
wkerr@bwcdd

Buckeye Water Conservation and Drainage District (BWCDD) has active facilities within the project limits and shall be protected in place. The contractor shall notify BWCDD at least 20 business days prior to commencing construction to allow an BWCDD representative to be on site during all boring activities near or crossing BWCDD facilities.

CenturyLink - Lumen
Kevin Wagner
815-245-9640
Kwagner@terratechllc.net

Lumen has underground fiber optic facilities within the project limits but are not anticipated to be in conflict. The contractor shall pothole all locations where crossing Lumen lines and maintain 12” vertical and horizontal clearance.

City of Buckeye – Water/Wastewater
Nydia Valenzuela
945 N 215th Ave, Ste 137
Buckeye, AZ 85326
623-236-5320
nvalenzuela@buckeyeaz.gov

The City of Buckeye has active water/wastewater facilities within the project limits and shall be protected in place.

COX
Jacob Horsman
623-328-2202
jacob.horsman@cox.com

Cox Communications has underground fiber optics within the project limits but are not anticipated to be in conflict. The contractor shall pothole all locations where crossing COX lines and maintain 12” vertical and horizontal clearance.

Kinder Morgan
Cory Talmage-Gray
Cory_Talmage-Gray@kindermorgan.com

Steve Weatherhead
15210 S. 50th St, Ste 110
Phoenix, AZ
520-509-3265
Steve_Weatherhead@kindermorgan.com

Kinder Morgan has a 20-inch high pressure refined petroleum project line within the project limits and shall be protected in place. The contractor shall install fiber and conduit per the details shown in the project plans.

Kinder Morgan Encroachment Project Number CT2505003

The contractor shall abide by the following Kinder Morgan requirements listed below:

- Notify your local one call center by contacting 811 (call or online request) in advance of any construction or excavation activity, as dictated by state law, and coordinate with the local Kinder Morgan Damage Prevention Inspector (KM Inspector) for line locating and project scheduling.
- Any design changes and/or drawing revisions require additional KM review. Plans/drawings submitted to KM shall include KM facilities illustrated in plan view and profile view in relation to the proposed encroachments for review. It is the encroaching party's responsibility for any potholing.
- KM Inspector reserves the right increase the clearance requirements based on the proposed monitoring and installation methods.
- Current depth of cover to be maintained. Removal of cover is not permitted.
- Vehicle crossings over KM facilities, including construction equipment and/or heavy materials, require evaluation to ensure any added load does not compromise KM's underground facilities. Provide equipment information (including loaded weights) for evaluation prior to crossing. KM reserves the right to require the encroaching party to furnish and install temporary matting, earthen fill and/or air-bridging over KM facilities for protection from heavy loading during temporary crossing activities.

Roosevelt Irrigation District
Cameron Smith
602-284-7017
RIDPermit@stantec.com

Roosevelt Irrigation District has active irrigation facilities within the project limits and shall be protected in place. The contractor shall coordinate with the Engineer to contact RID and the property owner/farmer 14 calendar days in advance of construction adjacent to RID facilities. The contractor shall install conduit in accordance with the details shown in the project plans. The contractor shall follow Roosevelt Irrigation District guidelines in Appendix D, within the specifications on the plans and these special provisions.

Southwest Gas
Brian Ball
9 S. 43rd Ave
Phoenix, AZ 85009
602-484-5324
brian.ball@swgas.com

Southwest Gas has underground gas lines within the project limits, but are not anticipated to be in conflict and shall be protected in place. The contractor shall pothole all crossings of SWG facilities and maintain 12” vertical and horizontal clearance from SWG. The contractor shall notify SWG a minimum of 24 hours prior to commencing construction to allow a SWG representative to be on site during all boring activities near SWG gas lines. The contractor shall follow Southwest Gas guidelines in Appendix E, within the specifications on the plans and these special provisions.

Verizon (MCI)
Ryan Kann
ryan.kann@verizon.com

Verizon has underground telecommunications facilities within the project limits but are not anticipated to be in conflict and shall be protected in place. The contractor shall pothole all crossings of Verizon facilities and maintain 12” vertical and horizontal clearance from Verizon.

Zona Wyyred
14780 W Mountain View Blvd, Ste 109
Surprise, AZ 85374
623-455-4555
michael.cardwell@wyyerd.com

Zona Wyyred has active facilities within the project limits but are not anticipated to be in conflict and shall be protected in place.

Railroad Statement: THERE IS A RAILROAD WITHIN THE PROJECT LIMITS. RAILROAD WORK WILL BE COMPLETED BY THE RAILRAOD AND/OR THE CONTRACTOR DURING THIS PROJECT. SEE ATTACHED SPECIAL PROVISIONS FOR REQUIRED COORDINATION AND IMPACT TO THIS PROJECT.

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:

Stopped the discharge;
Repaired the damaged pipe;
Restored normal service; and
Fully cleaned and disinfected the site to the satisfaction of the Engineer.

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

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

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

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

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

(108SUBLT, 10/20/22)

SECTION 108 PROSECUTION AND PROGRESS:

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

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

(108PRCN, 08/19/21)

SECTION 108 PROSECUTION AND PROGRESS:

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

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

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

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

(108TIME, 10/15/20)

SECTION 108 PROSECUTION AND PROGRESS:

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

The time allowed for the completion of the work included in the contract will be **226** calendar days, and will be known as the "Contract Time."

(108RSLD, 06/19/25)

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

(108SCHLVL1, 08/19/21)

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

108.12 Schedules:

(A) Definitions:

Activity:

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

Activity ID:

A unique alphanumeric identification code permanently assigned to an activity.

Baseline Schedule:

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

Constraint:

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

Critical Path:

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

Critical Path Method (CPM):

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

Data Date:

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

Duration:

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

Float Suppression/Sequestering:

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

Free Float:

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

Longest Path:

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

Look-Ahead Schedule:

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

Milestone:

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

Monthly Progress Schedule:

A monthly update to the approved baseline schedule.

Narrative:

A written report explaining the Project Schedule in detail.

Predecessor:

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

Preliminary Schedule:

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

Project Schedule:

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

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

Record Schedule:

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

Recovery Schedule:

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

Scheduler:

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

Successor:

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

Time Impact Analysis (TIA):

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

Total Float (Float):

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

Work Breakdown Structure (WBS):

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

(B) General:

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

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

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

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

(1) Imply or constitute approval of particular construction methods or relieve the contractor of its responsibility to provide sufficient materials, equipment, and labor to complete the project in accordance with the contract;

(2) Attest to the validity of assumptions, activities, relationships, sequences, resource allocations, or other aspects of the schedule;

(3) Imply the contractor is entitled to a Supplemental Agreement extending the contract time or adjusting the contract price;

(4) Relieve the contractor from compliance with the requirements of the contract or result in the approval of a deviation, exception to or other variation from the contract. Failure to include an element of work required by the contract in the schedule does not release or relieve the contractor from responsibility to perform such work.

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

(1) Float suppression techniques in the schedule, including interim dates imposed by the contractor other than project milestone(s);

(2) The inclusion of activities or constraints in a path or chain leading to a project milestone which are unrelated to the work as specified in the contract;

(3) Activity durations or sequences determined by the Department to be unreasonable in whole or in part.

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

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

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

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

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

(C) BLANK:

(D) Baseline Schedule:

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

The Baseline Schedule shall be in the following format:

i. Project ID: The schedule project ID shall match the filename format in Subsection 108.12(K) of the specifications. The project name shall be the route number followed by the project description.

ii. Activity ID: Each activity shall be assigned a unique identification number. Activity ID numbers shall not be changed or reassigned for the duration of the contract. Within each group of the WBS, activity ID's shall be numbered sequentially in increments of 10 in the order of their start date or by finish date of a finish milestone. Milestone activities shall begin with "M". Use 10 characters or less.

iii. Activity Name: Each activity shall be defined with a unique name that contains the description of work. Each name shall at a minimum consist of a verb or work function (i.e. remove, excavate, form, install), an object (i.e. curb, pipe, footing) and a location (i.e. street, station, bridge number). For example, "Install Barrier Dtl C – S1 120+25 Lt". The activity quantity may be included after location.

The contractor shall create an activity name using the following:

a) Use 50 characters or less;

b) Use "S1, S2, …" for stage naming if applicable;

c) Do not use all capital letters;

d) Keep names readable, but use abbreviations as needed. Do not use periods when abbreviating. All abbreviations shall be consistent; and

e) Location is not required if object name is specific, such as "CMP #201".

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

iv. Activity Code: Activities shall be assigned with project activity codes that will be used to classify, categorize and organize activities for reporting. Only use project level activity codes and not global or enterprise codes. At a minimum, all activities shall have an activity code for responsible party, stages, and phases. Additional activity codes shall be added if requested by the Department.

v. Milestones: The contractor shall separately identify each project milestone, conforming to the scheduling requirements set forth in the contract.

vi. Constraints: The contractor shall not use date constraints to logically begin or complete a project activity unless specific calendar dates are shown in the contract. Specific contract dates may only be applied as a constraint to a milestone activity and input as either a “Start on or After” or “Finish on or Before” date. No other constraint types shall be allowed.

vii. Duration: Activity duration shall not exceed 20 calendar days unless approved by the Engineer. Activity durations shall be at least one calendar day. Durations shall represent the anticipated productivity rates that factor in all limitations to the productivity. Long lead activities such as procurement and Level of Effort activities may exceed 20 calendar days.

viii. Relationships: All activities shall have at least one predecessor and one successor except for the project start and project end milestones. Negative lags or negative floats shall not be allowed. Predecessors and successors shall not be linked to the same activity with different relationship types. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag or overlap.

ix. If applicable, the schedule shall include but not be limited to all activities below:

1. Mobilization/Demobilization;

2. Right of Way Acquisition;

3. Submittal development;

4. Submittal review and acceptance;
5. Submittal and approval of material samples and mix designs;
6. Submittal and approval of shop drawings;
7. Long lead items, material and equipment procurement;
8. Procurement of permits;
9. Environmental commitments and mitigation activities;
10. Equipment and plant setup;
11. Fabrication of special items;
12. Erection and removal of falsework and shoring;
13. Utility and railroad relocations;
14. Cure times for concrete;
15. Cure times for pavement before striping;
16. Landscape and seeding establishment periods;
17. Test periods;
18. Major traffic stage changes;
19. Substantial completion;
20. Punchlist completion; and
21. Final cleanup;

x. The schedule shall be in detail to allow day-to-day monitoring and review of the contractor's operations. It shall show the order and interdependence of activities and the sequence of work.

xi. The contractor shall detail the Critical Path activities and logic ties in the schedule to show the work sequencing. The contractor shall use the CPM software to determine the controlling activities in the critical path. The critical activities shall be prominently distinguished on all reports by the use of color or pattern.

xii. The contractor shall provide the number of activities to assure adequate project planning and allow for monitoring and evaluation of work progress.

xiii. The contractor shall provide activities as necessary to depict third-party work related to the contract. Third-party work activities may include but is not limited to railroads, utilities, real estate, and government agencies.

xiv. Seasonal, winter shutdown, traffic, special event, environmental, or other contract restrictions shall be considered and included in the schedule for all work. These restrictions shall be addressed with project calendars and shown as non-work days for each major work type. Global calendars shall not be used. Examples of major work types are earthwork, concrete paving, structures, asphalt, drainage, landscaping, etc. The contractor shall include project calendar for curing time if applicable.

xv. The duration for each activity shall include the anticipated production rate and the time for anticipated weather stoppages. The contractor shall not reserve random non-work days in a project calendar to account for weather stoppages.

xvi. The schedule shall have a Data Date of the start date shown in the Notice of Award letter.

xvii. When processing the schedule in the software, the contractor shall use the following options:

1. When scheduling progressed activities use Retained Logic;

2. Calculate start-to-start lag from Early Start;

3. Define critical activities as Longest Path;

4. Compute Total Float as Finish Float = Late Finish – Early Finish; and

5. Calendar for scheduling relationship lag as predecessor activity calendar.

xviii. The bar chart schedule plot shall be accompanied by a schedule report of the network with a tabulation of the following data for each activity:

1. Activity ID;
2. Activity name;
3. Original duration;
4. Early start date;
5. Early finish date;
6. Late start date;
7. Late finish date;
8. Predecessors;
9. Successors;
10. Free float;
11. Total float;
12. Primary constraint date;
13. Calendar; and
14. Responsibility for activity - e.g., prime contractor, subcontractor, supplier, etc.

(E) BLANK:

(F) BLANK:

(G) Recovery Schedule:

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

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

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

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

i. Transmittal letter;

ii. Bar chart schedule plot;

iii. Electronic copy of the file used for the proposed Recovery Schedule; and

iv. Narrative describing all proposed changes to the Project Schedule in detail, with justification for the changes, including the following:

1. Changes to activity original durations;
2. Changes to activity relationships and schedule logic;

3. Cause of schedule slippage and actions taken to recover schedule within the shortest reasonable time (e.g., hiring of additional labor, use of additional construction equipment, and expediting of deliveries);

4. Float consumption;

5. Identification of activities that have been added, deleted, or modified; and

6. Changes to the Project Schedule's Critical Path.

(H) Revisions to Contract:

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

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

i. How the contractor proposes to incorporate a time extension provided for in a Supplemental Agreement;

ii. The impact to the Project Schedule;

iii. The sequence of new and/or existing activity revisions that are proposed to be added to the Project Schedule that is in effect when the change or delay is encountered;

iv. The proposed method for incorporating the delay and its impact to the Project Schedule; and

v. The computation of two finish dates. The first finish date shall be computed without consideration of impacts by the proposed revision. The second finish date shall be computed with consideration of impacts by the proposed revision.

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

(I) Record Schedule:

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

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

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

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

a. Baseline Schedule Presentation Meeting:

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

(a) WBS;

(b) Sequence of work - step through the schedule activity by activity;

(c) Construction phasing including traffic control phasing and changes;

(d) Resources to include number of construction personnel and production rates used; and

(e) Critical Path review.

b. Weekly Project Meeting and Look-Ahead Schedule:

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

(K) Submittals:

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

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

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

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

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

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

(L) Software:

The automated system software shall be Primavera P6.

(109RRBB, 04/18/24)

SECTION 109 MEASUREMENT AND PAYMENT:

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

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

(109FAEU, 08/15/24)

SECTION 109 MEASUREMENT AND PAYMENT:

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

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

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

Where: F= Adjustment Factor to R is 0.933

R= Current RRBB Monthly Rate

HOC= Hourly Operating Cost

(109WFADF, 05/15/25)

SECTION 109 MEASUREMENT AND PAYMENT:

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

109.04(D)(6) Forms:

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

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

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

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

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

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

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

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

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

(109FASUB, 05/21/26)

SECTION 109 MEASUREMENT AND PAYMENT:

109.04(D)(7) Force Account Work by Subcontractors: the first paragraph of the Standard Specifications is revised to read:

When force account work is determined by the Engineer to require specialized labor or equipment not normally utilized by the contractor, and such force account work is performed by subcontractors, the contractor will be allowed a supplemental markup of 5 percent of the subcontractor's costs plus the applicable tax and bond as specified in Subsection 109.04(D).

(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.

(201MTBRN, 10/18/10)

SECTION 201 CLEARING AND GRUBBING:

201-3.02 Removal and Disposal of Materials: the third paragraph of the Standard Specifications is revised to read:

Burning of trash, debris, plant material, wood, or any other waste materials will not be allowed.

(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 732 - ELECTRICAL UNDERGROUND MATERIAL:

732 – 1 Description: of the Standard Specifications is modified to add:

The work under this section shall consist of furnishing and installing fiber optic cables, splice closures, and pull boxes for ITS elements, including potholing, horizontal directional drilling, horizontal directional boring, plowing, warning tape, detectable pull tape, connectors and fittings, locating existing conduit when new is to be intercepted with existing, and restoration of the surface to existing condition, including the replacement of concrete slabs, decomposed granite, irrigation and other landscaping items where appropriate, in accordance with the details shown on the plans and the requirements of these specifications.

732 – 3 Construction Requirements: of the Standard Specifications is modified to add:

732-3.05 ITS Submittal Requirements:

Prior to the purchase or fabrication of any materials for use in the ITS system, the contractor shall submit six sets of working drawings and submittal data for all items in accordance with Subsection 106.05 of the Standard Specifications to the Engineer for review and approval.

Copies of literature, such as catalog cut sheets, used to satisfy the submittal requirements, shall not include statements that conflict with the requirements of the contract documents. Any such statements shall be crossed off and initialed by the contractor.

The contractor shall submit working drawings and submittal data to the Engineer a minimum of 30 calendar days prior to ordering material. For submittal purposes, working drawings and submittal data for the following items shall be submitted in defined groups defined as described herein:

(1) Group 1:

- Ethernet Switches

(2) Group 2:

- Fiber Optic Cable
- Fiber Optic Splice Closures
- Fiber Connectors
- Cable Labels

(3) Group 3:

- Conduit (including 7-way multi-duct)
- Conduit couplings, reducers, elbows and other conduit components
- No. 8 Pull Boxes
- No. 9 Pull Boxes

(4) Group 4:

- Test Equipment
- Miscellaneous items that did not fall in any of the previous groups

The submittal for each group shall be clearly labeled with group number and specific item in order to facilitate review. Group submittals which are incomplete will not be reviewed or approved by the Engineer.

The contractor shall list on the transmittal sheet specifically each item and group included in the submittal. Each drawing for each item shall be listed separately and have a unique drawing number that can be referenced.

If at any time during the project, the contractor is required to substitute a product originally submitted, the contractor shall submit product information for the new item and document reasons for the substitution.

No time extensions will be granted to the contractor as a result of the need to resubmit various items for review. No payment will be made for any item for which an approved submittal has not been received.

732-3.06 ITS Equipment Testing Requirements:

The ITS Equipment that will be furnished and installed shall meet the following test requirements:

(A) Subsystem Test (SST):

The contractor shall conduct an approved SST as specified in the individual component sections to verify that all Traffic signal communications circuits have been properly configured and utilizing laptops in the field connected to the system, without adversely affecting the existing communications circuits. The contractor shall furnish all necessary test equipment.

The contractor shall conduct the approved SST for a 72-hour period without failure.

Failure of any equipment component to pass the SST shall require the equipment to be repaired or replaced and the test repeated until the equipment successfully passes the test.

(B) System Acceptance Test (SAT):

Upon successful completion of all stand-alone and subsystem tests, the SAT shall be started. The SAT shall include of a 30-day period of operation without failure of any contractor-supplied equipment. The Engineer shall be provided with access to all equipment during this period. No additional time will be provided the 30-day SAT period. This testing period is part of the contract time.

During the SAT, the contractor shall ensure that all equipment is maintained in operable condition. The contractor shall identify, isolate, diagnose and troubleshoot all system problems and inconsistencies. The contractor, in conjunction with the Engineer, shall formulate possible solutions and shall implement all corrections required in contractor-supplied equipment.

The SAT will be conducted in the field by the City using a contractor supplied test procedure. The intent of the SAT is to make sure the communications between the fiber optic connections of the traffic signal controllers do not have any minor or major failures.

The contractor shall provide test equipment and labor needed to test, isolate and correct all equipment deficiencies found during the SAT.

During the SAT, the contractor shall maintain a test event log. At a minimum, this log shall contain the following information: Date and time of failure, who reported the failure, description of the failure, troubleshooting performed, and date and time repair was completed. The contractor shall submit an updated log to the Engineer after each reported failure, and again after the repair has been completed. The contractor shall submit for approval a draft version of the test event log as part of the submittal data.

All system documentation errors, omissions and changes occurring prior to and during the SAT shall be corrected and resubmitted before system acceptance can be completed.

(1) SAT Failure Definitions:

(a) Minor Failure:
In the event of a minor failure during the SAT, the test clock shall stop until the system is repaired by the contractor. At the completion of the repair, the testing shall recommence with 24 hours added to the remaining test time of the system. The following constitute minor failures:

• Failure of communications to any individual traffic signal controller for more than 15 minutes of the time over any 24-hour period.
• Failure of an entire communications circuit for more than 15 minutes of the time over any 24-hour period.

(b) Major Failure:
In the event of a major failure during the SAT, the test clock shall stop until the system is repaired. At the completion of the repair, the testing shall recommence with the test clock reset to day zero. The following constitute major failures:

• Minor failure of an entire communication circuit two times.
• Minor failure of communication to any individual traffic signal controller three times.
• Failure to correct any problem that adversely impacts the safety of the traveling public, the Engineer, or his representatives within four hours of notification.

732-5 Basis of Payment: of the Standard Specifications is revised to add:

No measurement, direct payment, or an extension of contract time will be made for performing ITS testing or to address or correct failures in the system.

(923OJTNGL, 06/18/26)

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.

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.

Small Business and Workforce Development (SBWD):

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

SBWD Website:
https://azdot.gov/business/small-business-and-workforce-development

923-3 Requirements:

923-3.01 Documentation:

Documentation related to OJT training can be found on the Department's SBWD 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.

SBWD 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 SBWD.

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 9240011 FORCE ACCOUNT WORK (PULL BOX AND CONDUIT RECONDITIONING):

Description:

The work under this item includes replacing or adjusting, pull boxes, extensions, lids or other work needed to repair existing pull boxes, replacing or adjusting conduit sweeps in pull boxes, conduit orientation and alignment, unusable conduit, and bell ends or fittings as requested by the Engineer and based upon the inventory of existing ITS facilities.

Materials:

The conduit shall meet the requirements of Section 732-2 of the Standard Specifications except as modified by these Special Provisions.

Construction Requirements:

Pull box reconditioning shall be completed prior to the start of work. Prior to any pull box lid reconditioning, the contractor shall submit shop drawings prior to procurement. Cover lettering for all pull box lids shall follow Detail F as shown in the plans.

The inventory of existing ITS facilities completed by the contractor shall include locating and documenting damaged areas within existing conduit by utilizing either a fish-tape or fiberglass rod. The contractor shall provide record drawing information to the Department for conduit, pull boxes, existing controllers, and loops that are found to be different than indicated on the Plans. The contractor shall pull a metal-disk mandrel, with a diameter that is 90 percent of the PVC conduits' inner diameter (80 percent for HDPE conduit), through all existing empty and contractor installed conduits.

Prior to identifying conduit as damaged, the contractor shall verify that the conduit has not become deformed or filled with soil. Where the conduit has been filled with soil and fiber optic cable and copper conductors do not exist, the contractor shall use pressurized air, or other means, to clean the conduit.

Conduit reconditioning shall be completed prior to the start of work.

Method of Measurement:

Force Account Work (Pull Box and Conduit Reconditioning), will be measured in accordance with the requirements of Section 109.04 (D) – Force Account of the specifications.

Basis of Payment:

The accepted quantity of Force Account Work (Pull Box and Conduit Reconditioning), measured as provided above, will be paid for in accordance with the requirements of Section 109.04 (D) – Force Account of the specifications.

ITEM 9240012 FORCE ACCOUNT WORK (RAILROAD FLAGGING SERVICE AND INSPECTION):

Description:

Pursuant to FRA Regulation 49 CFR Part 214, flagging protection is required in accordance with the Railroad's standard safety procedures. The necessity for flagging protection is determined by the Railroad, and when necessary, the Railroad may require one or more flaggers to be present when the contractor is working on Railroad property.

The work under this item shall consist of coordination with the Union Pacific Railroad (UPRR) to provide flaggers. UPRR will furnish all flagging services required by the Railroad for the contractor's work within the UPRR right-of-way, as specified in Subsection 104.07 of the Specifications.

The contractor shall pay bills within 30 days of contractor's receipt of billing from UPRR for Railroad-provided flaggers. The Department will reimburse the contractor for such costs as specified below. The contractor shall abide by all provisions for flagging services including providing advance written notices to UPRR's Manager of Track Maintenance and UPRR Manager Industry and Public Projects when flagging services are required and prior to the cessation of the need for any flaggers. See Attachment A for specific notification requirements. These minimum notification dates are subject to change by the UPRR. The contractor shall also notify the Manager of Industry and Public projects when all activities within the UPRR ROW have been completed.

The contractor shall request flagging services from the UPRR only after the Engineer's approval. The contractor shall notify the UPRR at least 10 days prior to when the UPRR flagger will be required on the site.

The Department has estimated 7 working days (ten hours per day) of flagging services required for activities within the UPRR ROW. The contractor shall schedule its work such that all work requiring Railroad flaggers will be completed safely within the estimated 7 working days.

In no case will the Department reimburse the contractor for additional days of flagging unless the Engineer determines that there were conditions beyond the control of the contractor and could not be reasonably foreseen by the contractor. The contractor shall notify the Engineer immediately if additional days are needed.

Railroad-provided flagging service will be required during construction of any element of the project, either temporary or permanent, that occurs when contractor personnel or equipment will be within 25-feet of the track centerline, when cranes or similar equipment are positioned outside of 25-feet horizontally from track centerline but could tip and foul the track, or as specified in the ROE agreement. All construction / activities within 25 feet of track shall require UPRR Flagman to be present. If track protection is required, track windows can be coordinated with the flagman.

The contractor is required to communicate to UPRR those of his or his subcontractor's activities in accordance with Subsection 104.07 of the Specifications. Any work to be performed by the contractor, which requires flagging protection, shall be deferred until flagging protection is available at the job site.

Measurement and Payment:

The contractor shall submit all invoices from the UPRR for providing the flagging service to the Engineer.

Payment for Item 9240012 Force Account Work (Railroad Flagging Service and Inspection) will be the actual cost as shown on the invoice submitted by the contractor, and approved by the Engineer, plus a five percent mark-up, as follows:

Sub-total = Invoice x 1.05

Also, an amount equal to 65 percent of the Subtotal, as determined above, multiplied by the applicable sales tax rate will be added to the Subtotal. Finally, an amount equal to 0.50 percent of the Subtotal will be added for the Performance and Payment Bond. The total contractor payment (TCP) will be as follows:

TCP = (Subtotal) + (0.65 x Subtotal x sales tax rate) + (0.005 x Subtotal).

Such payment shall be full compensation for railroad flagging service as specified herein.

No additional payment will be made for coordination with the Railroad, the costs being considered as included in contract items.

ITEM 9240016 FORCE ACCOUNT WORK (BIOLOGIST):

Description:

The work under this item shall consist of employing a qualified biologist to relocate burrowing owls from the project area and to conduct a migratory bird nest survey.

Construction Requirements:

The contractor shall employ a qualified biologist holding a permit from the US Fish & Wildlife Service to relocate burrowing owls from the project area as specified in Subsection 104.16 of the specifications. The biologist shall also have a minimum of a Bachelors of Science degree in Biology or relevant college-level classes and a minimum of 4 years of relevant experience as approved by the Engineer.

If clearing, grubbing, or tree/limb removal will occur between February 1 and August 31 the contractor shall employ a qualified biologist to conduct an active migratory bird nest search of all vegetation within the 10 days prior to removal. During the non-breeding season (September 1 to January 31), clearing, grubbing or tree/limb removal may proceed without restriction.

The contractor shall ensure that work operations do not impact the migratory birds. Any shutdowns, extended periods of required construction inactivity, or inability to perform work due to the presence of migratory birds and the related consequences to the project schedule shall be the sole responsibility of the contractor.

Measurement and Payment:

Biologist will be measured and paid for on a force account basis in accordance with the requirements of Subsection 109.04 of the specifications.

ITEM 9240050 MISCELLANEOUS ELECTRICAL (ITS RECORD DRAWINGS):

Description:

The work under this item consists of preparing record drawing drawings of all installed electrical equipment and shall conform to the requirements of these Special Provisions.

Materials:

A full size set of project blue line drawings shall be kept on-site and updated on a weekly basis with a red pencil or red ink to reflect field adjustments, changes, omissions, additions, etc. as they occur on the project. The Engineer will provide the contractor with a full-size set of plan sheets for use in preparing final construction record drawings.

Construction Requirements:

Information shall be shown on these record drawing plan sheets in red ink, depicting the constructed dimensions, elevations, grades and materials including locations of existing underground utilities found during construction. The contractor shall exercise care in handling the record drawing plan sheets and will return them to the Engineer in like condition. The Engineer will be the sole judge in determining whether the record drawings are acceptable.

Work under this bid item includes transfer of all information noted by the contractor on the on-site record drawing set described above under this bid item.

The minimum requirements for construction record drawing acceptance are as follows:

(A) Project Drawing Quantity Notations:

A project drawing or quantity summary sheet that shows a quantity on it that is incorrect shall be corrected by drawing a neat line through the original quantity and writing in the correct information. When space on the drawing does not allow room to indicate the corrections, a separate table may be drawn on a separate sheet with reference on both plan sheets to the plan sheet that the table refers to or to the sheet where the table is located.

(B) Existing/New Utilities:

All underground infrastructure utilities, whether depicted on the Plans or not, shall be verified, corrected or added to the record drawings noting the beginning and ending station/offset location and elevation of utility relative to finished roadway grade or other identifiable ground or permanent roadway/project feature.

(C) Conduit Placement:

All new and existing conduit within the project limits, whether depicted on the Plans or not, shall be verified, corrected or added to the record drawings, noting what type of conduit and where the conduit run begins and ends. Underground conduit shall be dimensioned from edge of roadway with starting and ending point station numbers.

(D) Pull Boxes:

All new and existing traffic signal pull boxes within the project limits, whether depicted on the Plans or not, shall be verified, corrected or added to the record drawings, noting what type of pull box and GPS coordinates accurate to within 1 foot or less. Contractor shall write a unique identification number on the record drawing drawings next to each pull box located as a part of this project. Contractor shall prepare and submit hard copies of a table that documents the pull box type, GPS coordinates, and ID number for all pull boxes located as part of this project.

Distance from pull box to pull box shall be dimensioned on record drawings.

(E) Splice Details:

All fiber optic splices that differ from those specified in the Plans shall be documented in the record drawings.

(F) Fiber Sequential Length:

All fiber distance markings at the ingress and egress of No. 9 pull boxes and equipment cabinets shall be recorded in a table that that references the pull boxes. Included in this table shall be the sequential distance markings of all cables entering and exiting each splice closure and the termination in the field equipment.

(G) Diagrams:

Changes to a diagram in the Plans (i.e. – communication block diagram) shall be documented in the record drawings.

Method of Measurement:

ITS Record Drawings will be measured as a lump sum. Testing results of power meter and OTDR shall be submitted for approval before submitting the Record Drawings.

Basis of Payment:

The accepted quantity of ITS Record Drawings, measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for the work, complete in place.

ITEM 9240144 MISCELLANEOUS WORK (2, 7-WAY MICRO-DUCT) (DTL I) (DIRECTIONAL DRILL):
ITEM 9240145 MISCELLANEOUS WORK (2, 7-WAY MICRO-DUCT) (DTL A) (TRENCHED):

Description:

The work under these items shall consist of the installation of various sizes and configurations of electrical conduit at the locations identified on the Plans.

Material Requirements:

(A) 7-Way Micro-Duct Non-Armored:

The 7-Way Micro-Duct materials shall be the following with no substitutions allowed:

(1) Dura Line Corporation FuturePath® Non-Armored with Red HDPE - 0.070-in Sheath, 7-way x 18/14 mm Micro-ducts, ADDD 1190:
- (a) Micro-ducts Colors: Blue, Brown, Green, Grey, Orange, Red & White
- (b) Dura-Line Part Numbers:
  - (i) 10009697 (2,500’ on a 90” reel)
  - (ii) 10009655 (3,500’ on a 96” reel)
  - (iii) 10011113 (4,000’ on a 102” reel)
  - (iv) 10009883 (4,500’ on a 102” reel)

(2) Straight Couplers: Dura Line Corporation 18/14mm, Part Number 20001518

(3) MicroDuct End Cap
- (a) Dura-Line Part Number 20001485 (18/14mm End Cap)

(4) Sealing Voids in FuturePath® Located Between the MicroDucts and Oversheath
- (a) Per Dura-Line TECHNICAL BULLETIN: DCEB-08008 called FuturePath® - Recommended Void Sealing Methods

(B) 7-Way Multi-Duct Armored:

The 7-Way Micro-Duct materials shall be the following with no substitutions allowed:

(1) Dura Line Corporation FuturePath® Armored with Orange HDPE - 0.070-in Sheath, 7-way x 18/14 mm Micro-ducts, ADDD 2253:
- (a) Micro-ducts Colors: Blue, Brown, Green, Grey, Orange, Red & White
- (b) Dura-Line Part Numbers:
  - (i) 10093777 (2,000’ on a 102” reel)
  - (ii) 10093778 (2,500’ on a 102” reel)
  - (iii) 10093779 (3,300’ on a 102” reel)

(2) Straight Couplers: Dura Line Corporation 18/14mm, Part Number 20001518

(3) MicroDuct End Cap
(a) Dura-Line Part Number 20001485 (18/14mm End Cap)

(4) Sealing Voids in FuturePath® Located Between the MicroDucts and Oversheath
(a) Per Dura-Line TECHNICAL BULLETIN: DCEB-08008 called FuturePath® - Recommended Void Sealing Methods

All 7-Way Multi-Duct shall be furnished in one continuous length, with no couplings or splicing outside pull boxes, and of lengths sufficient to complete runs between No.9 Pull Boxes.

(C) PVC and HDPE Conduit:

Conduit materials shall conform to Detail A as shown in the Project Plans. All conduit and conduit fittings shall be listed by UL and conform to NEC Chapter 3, Wiring Methods and Materials. Except as specified below, all conduit to be installed underground shall be scheduled 40 polyvinyl chloride (PVC).

Pull tape shall have a minimum of 2500 lbs pulling capacity and shall be installed in all unused conduits.

Fiber optic conduit warning tape shall be 4 mil non detectable plastic warning tape and shall be placed 12 inches to 16 inches below finished subgrade. Tape shall have a continuous permanently imprinted message every 36 inches with, “CAUTION BURIED FIBER OPTIC LINE BELOW”.

Tracer wire shall be THW wire 12 AWG. One 12 AWG tracer wire is required to be installed in each 2 inch conduits.

(D) Plugs and Caps:

All plugs or caps used on the ends of occupied and unoccupied conduits, innerducts, and microducts shall be corrosion-proof, removable, reusable, water-tight, and vermin resistant end treatment recommended by the manufacturer to prevent intrusion of water, mud, gravel, rodents, etc. Duct tape or similar material shall not be used for sealing conduit ends.

The 7-Way Multi-Duct shall be capped and sealed in the following areas:

(1) Between each microduct and microfiber cable
(2) With an end cap for any exposed unoccupied microducts
(3) Voids in 7-Way Multi-Duct located between the microducts and oversheath
(4) Around 7-Way Multi-Duct when placed into a conduit or sleeve

(5) All microducts shall be continuous through each No. 8 and No. 9 pull boxes with the exception of the Blue microduct in the orange sheath 7-way, which shall be “open” in each No. 8 and No. 9 pull boxes to facilitate microfiber installation and coiling.

Construction Requirements:

All construction shall be performed in accordance with the project plans and City of Buckeye Standard Details as referenced herein.

(A) General Requirements:

Conduit shall be furnished and installed at the locations and of the sizes shown on the Plans. Unless changes are necessary to avoid underground obstructions, all underground conduit shall be installed in a straight line from pull box to pull box and/or from foundation to pull box and shall be of one continuous size. Any change in conduit routing must be approved by the Engineer and documented by the Contractor on record drawing plans.

New runs of HDPE and 7-Way Multi-Duct conduit shall be continuous from pull box to pull box, except at Engineer approved splicing locations.

Conduit deflection should not deviate more than one inch horizontally and/or vertically per 12 inches of running length of conduit (1:12). Long conduit sweeps (48 inch radius for 45-degree sweeps and 36 inch radius for 90-degree sweeps) should be used wherever possible to change conduit direction. The conduit design should strive to stringently adhere to this requirement in order to reduce the pulling tension required during cable installation.

90-degree cumulative turns shall be made of individual elbows. Where complex sites leave no other option, such as into and out of structures requiring near 90-degree turns, a minimum radius of 36 inches is required. The smallest degree of bends possible should be utilized to minimize cable installation challenges. There shall be no more than 270 degrees of cumulative bends between pull points (i.e., pull boxes). For road crossing pull boxes should be set on both sides.

All occupied conduit and future conduit shall have 12 AWG tracer wire installed in all conduits. All occupied conduit and future conduit shall also have a pull tape with a minimum of 2500 lbs pulling capacity. Pull tape shall be installed from pull box to pull box, and from pull box to cabinet.

(B) Depth Requirements:

Fiber optic conduit shall be installed at a nominal 36 inch below finished grade with a minimum depth of 24 inches.

(C) Conduit Boring, Trenching, Backfilling, and Compaction:

Trenchless conduit installations are required for conduit installations under any existing pavements, railroads, graphic slopes, and areas specifically called out on the project plans, by the designer to minimize damage to existing surface features or to accommodate grade differentials.

Conduit installation methods identified in the plans as “Trench” may be completed by a different installation method such as “Plowing”, if approved in advance by the Engineer as a means of facilitating installation or mitigating potential damage to existing surface and subsurface elements. If approved by the Engineer, the substitution of a different installation method for the original method of installation specified in the plans shall be paid for at the original method of installation bid price of the conduit item.

Conduit installed by direct plowing shall include a vibratory plow, and conduit feeder tube to displace the soil and install the conduit at the required depth. In locations where pre-ripping is performed the use of a non-vibratory plow is allowed. The Contractor shall use appropriate plowing equipment to install the conduit at the depth shown in the plans based on the field soil conditions.

Open trenching and plow trenching shall be backfilled, compacted to 95% compaction, and regraded to meet pre-disturbance condition within a day following the installation of the conduit.

The contractor shall place detectable warning tape in trenches in which new PVC, HDPE, and 7-Way Micro-Duct conduit is placed by plow and trench methods. Warning tape is not required in conduit segments where trenchless methods (e.g., direction drill and bore) are used for installation except direct plow method. Warning tape shall be buried at a depth of 6 to 8 inches below the finished grade, unless otherwise noted on the plans.

Horizontal and vertical clearances to all utilities and obstructions shall be adhered to when installing conduit via trenching installation. A conduit bore profile shall be prepared by the contractor for each trenchless conduit installation location and shall be approved by the City prior to installation. At a minimum proposed conduit depth and all utility crossings and minimum clearances shall be shown on the bore profile. The record drawing conduit bore profile shall be submitted to City after conduit installation.

The installation of conduit shall be in accordance with the City of Buckeye Standard Detail 66102 described as Detail B and I in the Project Plans.

Excavated trench width shall not be less than 18 inches. All trench backfill across hardened surfaces shall be 100 percent 1/2 slack slurry per MAG Standard Specification 728. All longitudinal trench cuts within 2 feet of existing pavement shall be backfilled 100 percent with ABC and compacted to 95 percent. The last two feet shall be compacted to 100 percent. Trench compaction shall meet backfill Type 1, per MAG Standard Specification Table 601. Pipe zone material shall be 1/2 slack Controlled Low Strength Material (CLSM) per MAG Standard Specification 728.

(D) 7-Way Micro-Duct

The 7-Way Micro-Duct shall be installed in one continuous length, between No.9 pull boxes, with no couplings or splicing outside the pull boxes, unless approved by the Engineer. All proposed 7-Way Micro-Duct locations shall be pre-approved by the Engineer.

Six of the seven micro-ducts (colors: Orange, Brown, Green, Grey, Red & White) shall be installed in one continuous length through the No.9 pull boxes. A straight coupler for each micro-duct is permitted within the No.9 pull box to achieve the continuous lengths.

The Blue micro-duct shall be cut within each No. 8 and No.9 pull box, leaving a minimum length of 2 feet inside the pull box with 1 foot or more accessible from each side of the pull box.

Mid-span splices of the 7-Way Micro-Duct shall be approved by Engineer prior to splicing.

Mid-span splices, Grounding of the armored sheath (if required), and bonding of the 7-Way Multi-Duct shall follow Dura-Line Technical Bulletin: DCEB-09003. Bonding clamps shall be used to create a continuous electrical bond of the armored sheathing between No. 9 pull Boxes (if required).

Method of Measurement:

Electrical Conduit will be measured by the linear foot for each diameter size/configuration, and method of installation (trenching or directional boring), from center to center of pull box, or center of pull box to center of foundation.

The work activities include the installation of vertical conduits, conduit sweeps, conduit fittings, conduit in pull boxes, conduit in foundations, replacement of surface and landscape vegetation damaged during trenching activities, hand digging that may be required in the installation of conduit shall be considered included in the cost of conduit installation.

Basis of Payment:

The accepted quantities of Electrical Conduit, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work.

No direct payment will be made for conduit bends at pull boxes, expansion fittings, coupling fittings, removal, replacement and disposal of sidewalk panels and pavement, saw cutting, boring, and trenching as part of the conduit installation, the cost being considered as included in the contract price for the conduit items.

ITEM 7320788 SINGLE MODE FIBER OPTIC CABLE (12 COUNT):
ITEM 9240148 MISCELLANEOUS WORK (SINGLE MODE FIBER OPTIC CABLE) (LOOSE TUBE 288 FIBERS):
ITEM 9240149 MISCELLANEOUS WORK (SINGLE MODE FIBER OPTIC CABLE) (MICRO CABLE 288 FIBERS):

Description:

The work under this item shall consist of the installation and testing of 288 Single Mode Fiber Optic (SMFO) cable at the locations shown on the plans.

Material Requirements:

(A) Loose Tube Single Mode Fiber Optic Cable:

The contractor shall supply SMFO cable that meets the specifications below; This equipment will remain the property of the contractor.

(1) Documentation:

The contractor shall provide certifications that the cables furnished and installed are in conformance with the specifications. This certification shall include:

The contractor shall secure a certification from the cable manufacturer that the cable is in conformance with the Rural Electrification Administration (REA) Bulletin PE-90 (where applicable) and these Special Provisions. Second, the contractor shall certify that the installation of the communication cable subsystem is in accordance with the cable and splice manufacturer's recommendations and these Special Provisions.

(2) Technical Requirements:

All fiber optic cable shall be SMFO cable that is of loose tube construction, filled with a water-blocking material, and constructed by a certified ISO 9001 or 9002 manufacturer. Fiber optic cable shall be dielectric and comply with the requirements of REA PE-90 except as modified by the following requirements:

Number of fibers:	12 or 288 as specified
Fiber Category:	OS2
Cladding diameter:	125 ±1.0 mm
Core-to-cladding offset:	£0.9 mm
Cladding non-circularity:	£1.0-percent
Maximum attenuation:	£0.35 dB/km at 1310 nm, £0.25 dB/km at 1550 nm
Microbend attenuation (1 turn, 1.25-inch dia.):	£0.5 dB at 1550 nm
Microbend attenuation (100 turns, 3' dia.):	£0.05 dB at 1310 nm
Mode-field diameter (matched cladding):	9.3 ±0.5 mm at 1310 nm; 10.5 ±1.0 mm at 1550 nm

Maximum chromatic dispersion:	£3.2 ps/(nm x km) from 1285 nm to 1330 nm and <18 ps/(nm x km) at 1550 nm
Fiber polarization mode dispersion:	£0.5 ps/(km)1/2
Fiber coating:	Dual layered, UV cured acrylate
Coating diameter:	245 mm ±10 mm
Minimum storage temperature range:	-40 to 158 degrees Fahrenheit
Minimum operating temperature range:	-40 to 158 degrees Fahrenheit
Rated life:	Certify a 20-year life expectancy when installed to manufacturer's specifications

Buffer Tubes: Each buffer tube shall be filled with a dry water-blocking material that provides for an efficient and craft-friendly cable preparation.

Buffer tubes shall be stranded around a central member using the reverse oscillation or "S-Z", stranding process. Filler rods shall be used in the fiber optic cable to lend symmetry to the cable section.

Central Strength Member: The fiber optic cable shall have a central strength member designed to prevent buckling of the cable.

Cable Core: The fiber optic cable shall utilize a dry water-blocking material to block the migration of moisture in the cable interstices.

Tensile Strength Members: The fiber optic cable shall have tensile strength members designed to minimize cable elongation due to installation forces and temperature variation. The fiber optic cable shall withstand a 600 lbf (pound-force) maximum installation tensile load and a installed maximum tensile load of 200 lbf.

Cable Jacket: The fiber optic cable jacket shall be constructed of a high or medium density polyethylene (HDPE or MDPE) jacket that has been applied directly over the tensile strength members and water-blocking material. The jacket shall have at least one ripcord designed for easy sheath removal.

The cable shall be wound on the reel in such a manner as to provide access to both ends of the cable to enable testing to be performed while the cable is on the reel.

The cable shall be capable of withstanding total immersion in water with natural mineral and salt contents, and wasp/hornet spray without damage or decrease in function.

(A) Trunk SMFO Micro Fiber (288):

The Trunk Single Mode Fiber Optic (SMFO) cable shall be a micro-cable containing 288 strands of single mode fibers that meets the following requirements:

(1) Approved Products:

(a) Corning MiniXtend® HD Cable 288 F, SMF-28® Ultra, Single-mode
  (i) Part Number: 288ZH4-Y4140A20
  (ii) 12 Tubes with 24 Fibers per Tube

(b) AFL LM200-Series OSP MicroCore® Cable (288 Fiber Count)
  (i) AFL No.: LM288BCR6101NS
  (ii) 6 Tubes with 48 Fibers per Tube

(c) OFS (a Furukawa Company), MiDia®200 Micro FX Dry Core Cable
  (i) OFS AT-Code: AT-XEE46CF-288
  (ii) 12 Tubes with 24 Fibers per Tube

(d) Prysmian ezMICRODUCT Loose Tube Cable (288 Count)
  (i) Part number: F-MDM-1JKT-24-2U-288-E3
  (ii) This product number indicates 24 fibers per tube using Corning SMF-28 Ultra -28 Ultra 200 micron singlemode fiber

(e) Sterlite Micro-LITE Multitube Single Jacket Fiber Cable
  (i) 288F(24FX12LT) Next Gen Micro
  (ii) 12 Tubes with 24 Fibers per Tube

(2) Technical Requirements:

All Trunk SMFO Micro Fiber (288) cables shall be comprised of 6 buffer tubes with each buffer tube containing 24 fibers separated into two sets (binder groups 1 and 2) of 12 color-coded fibers each. Trunk SMFO Micro Fiber (432) cables shall adhere to the following requirements:

(a)	Number of fibers:	288
(b)	Standard Classification:	ITU-T G.652.D and G.657.A1
(c)	Maximum Attenuation:	0.35 dB/km at 1310 nm, and 0.25 dB/km at 1550 nm.
(d)	Environment:	Outdoor
(e)	Cable Type:	All Dielectric
(f)	Nominal Outer Diameter:	0.30 inches maximum
(g)	Min. Bend Radius Installation:	6 inches
(h)	Min. Bend Radius Operation:	5 inches

The Trunk SMFO Micro Fiber (288) cables shall be furnished in one continuous length, and of lengths sufficient to complete runs between two fiber optic splice closures.

Construction Requirements:

No fiber optic cable shall be installed until the pull boxes and cabinets through which fiber cables will pass or terminate have been approved for fiber optic cable installation.

Installation of fiber optic cable shall be continuous and without splices between allowable splice points as identified on the Plans and Specifications. The contractor shall perform all final length measurements and order cable accordingly.

(A) Cleaning Existing Conduit:

No more than one week prior to installation of fiber optic cable, all new and existing conduits in which fiber optic cable is to be installed shall be cleared/cleaned by pulling through a metal-disc mandrel with a diameter of 90 percent of the conduit inside diameter for PVC conduit, or a ball mandrel with a diameter of 80 percent of the conduit inside diameter for HDPE. The conduit may be brushed or swabbed, if deemed necessary, prior to pulling the mandrel through the conduit. Where cable is to be installed by the contractor over existing cables that remain in place, conduit clearing/cleaning is not required.

(B) Installation Procedures:

The contractor shall ensure that the cable is protected from dragging or scraping on sharp edges and excessive bending. The contractor shall not cause the cable to violate the minimum bending radius for which the cable was designed, as specified by the cable manufacturer. In the event the contractor violates the minimum bending radius, the entire length of cable from the previous splice point shall be removed from the project and a new cable shall be pulled, at no additional cost to the Department.

Fiber optic cables shall be pulled through conduit with a device designed to provide a firm hold on the exterior covering and the central strength member of the cable. Cable shall not drag on the ground or pavement and be guided into conduits to avoid contact with sharp edges.

The contractor shall ensure that the tensile load on the cable does not exceed the manufacturer's allowed maximum tensile load by using a break-away tension limiter set below the recommended tensile limit of the cable being pulled and/or a system that provides a means of alerting the installer when the pulling tension approaches the tensile load limit.

During pulling, the cable shall be lubricated at each pull box, as directed by the Engineer. The contractor shall use a pre-lubrication or continuous lubrication method. The lubricant used shall be compatible with the cable jacket, as recommended by the cable manufacturer. Liquid detergent shall not be used.

The contractor shall use a pre-lubrication or continuous lubrication method. Lubricant quantity for each pull shall be as follows:

$$Q = 0.0008 \times D \times L$$

Where:

Q	=	is the quantity of lubricant in gallons
D	=	is the diameter of the conduit in-inches
L	=	is the length of the pull in feet

The contractor shall supply documentation identifying the manufacturer's recommendation for maximum pulling tension and speeds, and these values shall not be exceeded. The contractor shall have this documentation on site during each fiber optic cable installation pull. If the contractor fails to continuously lubricate the cable, the work shall be stopped until a meeting is held between the contractor and the Engineer to discuss why the terms of this specification are not being met. No compensation for the work stoppage shall be given.

Use of equipment required to install cable, including equipment to limit pull-tension and speed will be incidental to these items. All installation equipment will remain the property of the contractor.

(C) Occupied Existing Conduit:

Unless approved by the Engineer, new fiber optic cables or other cables or conductors shall not be pulled over existing fiber optic cables in any existing conduit or existing innerduct. When an existing fiber optic cable is present in an existing conduit, the contractor shall disconnect, remove and re-pull it at the same time with the new fiber optic cable or other cables or conductors. The existing fiber optic cable shall then be reconnected in the same manner as it was in its original condition, including any fusion splicing or connectorization, unless otherwise specified in the project plans or Special Provisions.

Two weeks prior to disconnecting any existing conductors or cables, the contractor shall submit a schedule for approval by the Engineer, with the timeframes of when the existing cables are to be disconnected.

(D) Cable Slack & Coiling:

In all locations where fiber optic cable enters an existing or new No. 9 pull box, cable slack shall be loosely looped into a circular shape, using the rack and hook system integral to the wall of the No. 9 pull box.

Each new fiber optic cable shall be attached to the rack and hook system with industry standard nylon cable ties. Cables should be looped independently of one another. Cable ties shall encompass the cable loops of one cable per cable tie, applying ties to each cable individually. Cable ties shall be tightened to prevent cable slippage, but not as to deform or damage the cable sheath.

No. 9 pull boxes with splice closures shall have 50 feet of cable slack provided for all cables entering the pull box, between the splice closure and the point where the cable enters/exits the pull box, allowing the attached splice closure to be removed up to 50 feet from the pull box, unless a greater distance is noted on the project plans or in the Special Provisions.

No. 9 pull boxes without splice closures shall provide a minimum of 100 feet of slack in each cable passing through the pull box, unless otherwise noted on the project plans or in the Special Provisions.

(E) Micro Fiber Cable Installation:

Jetting technology and equipment shall be used for installation of 288 SMFO trunk micro cable in the 7-Way Micro-Duct. The 288 SMFO trunk micro cable shall not be installed in the 7-Way Micro-Duct by pulling unless approved by the Engineer.

(F) Test Requirements:

Fiber optic cable shall meet the following test requirements.

(**1) Pre-Installation Testing:**

The contractor shall inspect all cable upon delivery, and prior to installation. The Cable shall be tested on the reel using an OTDR per the following section prior to installation.

(2) Post-Installation Testing:

After installation and splicing of fiber optic cable, the contractor shall perform the following tests:

Power Meter Test:

The contractor shall conduct Power Meter Tests for each fiber to measure installed fiber cable attenuation, demonstrate connectivity, and correct splicing. The contractor shall perform Power Meter Tests on each fiber strand terminated with connectors utilized in circuits, in accordance with Method A.3 of TIA/EIA-526-7 – “Measurement of Optical Power Loss of Installed Single-mode Fiber Cable Plant” and submit test results for each fiber to the Engineer.

The contractor shall submit proof calibration of the power meter equipment dated less than a year to using on this project.

Power meter tests shall be conducted after all cable has been installed, all splices have been made, all fiber optic pigtails have been installed, and all break-outs have been installed. Testing shall be conducted at the cable ends in one direction for all fiber strands using 1310 nm wave length. The testing shall include a test summary spreadsheet included in the following path:

[ITS References | ADOT (azdot.gov)]

OTDR Tests:

The contractor shall conduct bi-directional tests using an OTDR in accordance with EIA/TIA-455-8 for each fiber. The contractor shall demonstrate that the attenuation for each fiber, splice, and connector, individually and as a whole, comply with the requirements of the project Special Provisions. The contractor shall test each fiber at 1310 nm and 1550 nm using a launch cable of a length recommended by the OTDR manufacturer. The contractor shall submit OTDR traces for approval, and clearly annotate the location of each splice and identify the measured loss. The contractor shall submit proof calibration of the OTDR meter equipment dated less than a year to using on this project.

The contractor shall test all fibers in all splice enclosures the contractor works in, whether existing or new, including dark fibers.

The contractor shall identify unacceptable losses as defined in ITEM 9240175 and make corrective actions at no additional cost to the Department. Failed splices shall be remade and re-tested for compliance. The contractor shall replace cable in its entirety that is not compliant with these Specifications, at no additional cost to the Department.

Following completion of all testing, and approval by the Department, the contractor shall compile and submit organized test notebooks reflecting the post-installation tests, in electronic form (PDF) on a CD to the Engineer. These notebooks shall include a fiber test summary sheet that includes at a minimum the parameters shown in the following path:

ITS References | ADOT (azdot.gov)

The contractor shall submit an electronic copy of the actual OTDR traces, and any software applications required for the Department to view the files.

Method of Measurement:

The 288 SMFO Cable will be measured by the linear foot for each cable furnished and installed; it will be measured horizontally along the route from center of pull box to center of pull box, or center of pull box to center of foundation.

No measurement will be made for pull tape, lubricant, labels, conduit cleaning and sealing or testing.

Basis of Payment:

The accepted quantity of 288 SMFO Cable, measured as provided above, will be paid for at the contract unit price, which shall be full compensation for the work, complete in place, and successfully tested.

All materials required to complete the system shall be included in cost of the cable.

No payment will be made for cable that is below ground in vertical conduit stub-ups or for slack cable in pull boxes.

No separate payment will be made for the use of equipment required to install cable, including equipment to limit pull-tension and speed will be included in the price of this item of work.

ITEM 9240172 MISCELLANEOUS WORK (NO. 8 PULL BOX, STD DTL F):
ITEM 9240173 MISCELLANEOUS WORK (NO. 9 PULL BOX, STD DTL E):

Description:

The work under this item shall consist of furnishing and installing pull boxes at the design locations shown on the plans.

Material Requirements:

All pull boxes and lids shall conform to the applicable ITS Standard Drawing Detail 62107-1, 62107-2, and 62108 as described in Details E and F as shown in the Project Plans.

Pull box lids shall be labeled "COB ITS" unless otherwise specified on the project plans and these Special Provisions.

Markings shall be clearly defined and shall be placed parallel to the long side of the cover. Letters shall be a minimum of 2-inch height for No. 9 pull boxes.

All pull boxes shall have a locking mechanism approved by the Engineer. The contractor shall provide their own locks to secure the lid of the pull box until Final Acceptance.

No. 9 pull boxes shall be fabricated of concrete and provide conduit access ports on each of the four sides.

The No. 9 pull box lid shall have a square, hinged lid that opens a full 180 degrees. Opening of the lid shall be spring assisted from both the open and closed positions via a torsion bar lift system. The lid shall lock down with at least one stainless steel security type penta-head bolt that shall be captive to the lid. The lid shall have provisions for an externally mounted padlock for extra security. The padlock shall mount in a cavity in the pull box cover, so no part of the padlock is exposed.

Each No. 9 pull box shall be furnished with C-Channel strut in the concrete walls of the pull box, with an 18-hole rack mounted to each C-Channel strut, and ½ inch spring nuts and bolts and cable hook per rack, as shown in the ITS Standard Detail 62107-1 described in Detail E as shown in the Project Plans

Construction Requirements:

Pull boxes shall be field located, and approved by the Engineer, to avoid drainage swales, maintenance vehicle pathways or repeating wheel loads.

The contractor shall restore the surrounding surface conditions back to their original state, including concreted areas.

When installing a No. 9 pull box, the contractor shall only lift the pull box and covers using the lifting hardware installed for that purpose. The lid shall be oriented such that the lid hinge lies along the side of the pull box farthest from the roadway.

The compaction around the box shall not damage the pull box. The contractor shall replace pull boxes damaged by compaction at no additional cost to the Department.

Method of Measurement:

The Pull Boxes, will be measured per each type of pull box furnished and installed, as shown on the project plans.

Basis of Payment:

The accepted quantity of Pull Boxes, 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 excavation, backfill, compaction and surface restoration.

Pull boxes and pull box lids damaged during construction shall be replaced by the contractor at no additional cost to the Department.

ITEM 9240174 MISCELLANEOUS WORK (TERMINATION PANEL):

Description:

The work under this item includes furnishing and installing fiber termination panels in traffic signal cabinets as shown on the plans and in these Special Provisions.

The fiber termination panel shall provide a demarcation point and physical protection for the transition between Branch SMFO (12) cable and jumper cables.

Materials:

Each fiber termination panel shall conform to the following requirements:

- Accommodate up to 12 fiber terminations.
- Constructed out of weather-resistant, UL listed, and UV rated material.
- Provide a hinged door cover on the front of the device that allows for access to all internal components.
- Maximum dimensions of 14 (H) x 15 (W) x 4 (D) inches.
- Provide internal splice tray, fan out kit, and SC single-mode duplex fiber adapter.
- Provide means for sealing cable entry ports.

Construction Requirements:

The contractor shall install fiber termination panel in every traffic signal cabinet where new fiber optic branch cables are being installed. The fiber termination panel shall be DIN rail mounted in each traffic signal cabinet.

Method of Measurement:

Fiber Optic Equipment (Fiber Termination Panel) will be measured as a unit for each fiber termination panel furnished and installed.

Basis of Payment:

The accepted quantities of Fiber Optic Equipment (Fiber Termination Panel), 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.

ITEM 9240175 MISCELLANEOUS WORK (FIBER OPTIC SPLICE CLOSURE):

Description:

The work under this item shall consist of furnishing, installing, and modifying fiber optic splice closures at the locations shown in the project plans.

Material Requirements:

Fiber optic splice closures shall be furnished and installed by the contractor. These splice closures will be used to house and protect the splices for branch fibers to the field devices.

The underground splice closures shall be cylindrical, butt-end-style, gel sealed, corrosion resistant, water-tight and meet the requirements of GR47714CORE, R47694CORE and be compatible with the fiber to be installed. Underground splice closures shall seal, anchor, and provide efficient routing, storage, organization, and protection for fiber optic cable and splices. Provide internal configuration and end cap with a minimum of two express ports for entry and exit of uncut trunkline cable and a minimum of five additional ports for branch cables. The splice tray shall be required to meet ANSI/EIA/TIA 45684A and 606 and be compatible with the fiber to be installed.

The fiber optic splice closure shall be the following:

- TYCO 450D with a minimum of 2 extra empty cable ports and splice trays.

Construction Requirements:

The contractor shall furnish and install underground splice closures, including sufficient splice trays to accommodate all fiber optic strands within the trunk cable in pull boxes and as shown on the plans. The contractor shall furnish and install cable splice closures including fiber optic splices in accordance with the termination tables on the plans. The contractor shall place splice closures in No. 9 pull boxes by a method described below or as approved by the Engineer.

All equipment furnished by the contractor, shall be installed by the contractor in accordance with the manufacturer’s recommendations.

Splice closures shall be installed in No. 9 pull boxes and mounted using racks and hooks per Detail 66122-1 described in Detail D as shown in the Project Plans.

(A) Splicing:

The contractor shall perform fusion splicing of fiber optic cable at the locations shown on the splice details in the project plans. Splices shall be prepared in accordance with the manufacturer's recommendations. Splicing shall be conducted only at the specified COB No.9 pull box locations. Fiber optic cable shall be continuous between splice points as shown on the splice details in the project plans. Additional splice points proposed by the contractor that are not indicated on the project plans are subject to approval by the Engineer, at no additional cost to the Department.

The contractor shall install splice closures in a manner approved by the Engineer. Splice closures shall be installed with trunk line cable entries on the same side of the end cap allowing future branch fiber optic cables to be installed without disturbing the trunk line seals.

All splices and connectors shall be prepared in accordance with the manufacturer's recommendations. Each splice between two new fibers shall introduce less than 0.10 dB attenuation. For splices between one new and one existing, or reconnection of two existing fibers, the maximum allowable attenuation shall be 0.3 dB.

Method of Measurement:

The Fiber Optic Splice Closures will be measured as a unit for each splice closure unit furnished and installed, complete in place, including the fusion splicing of fibers.

Basis of Payment:

The accepted quantity of Fiber Optic Splice Closures, 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 separate measurement or payment will be made for the fusion splicing of fibers as the costs are considered included in this item of work.

ITEM 9240176 MISCELLANEOUS WORK (FIELD HARDENED ETHERNET SWITCH):

Description:

The work under this item consists of installing Ethernet switches in City traffic cabinets at the locations indicated on the Plans.

Materials:

All Field Hardened Ethernet Distribution Switches shall be Cisco Catalyst IE3300. All equipment shall be new and in strict accordance with the details shown on the plans and in the specifications.

Provide all Field Hardened Ethernet Distribution Switches with a physical design that conforms to the following requirements:

- Provide up to 2 Gigabit Ethernet fiber ports with 10Km optics
- Provide up to 8 Fast Ethernet copper ports.
- Shall be configurable in point-to-point, daisy-chain, ring, and mesh topologies for connectivity into new and existing fiber optic and copper-based Ethernet networks.
- Designed with an operating system that allows individual ports to be configured for port mirroring, speed, duplex, auto-negotiation, and flow control. The operating system shall also provide for broadcast storm frame filtering with user defined thresholds.
- Designed with an operating system that allows for the collection of statistics on a per port basis and provides for full support of Remote Monitoring (RMON) statistics, history, alarms, and event groups.
- Shall be capable of providing port security to prevent unknown devices from gaining access to the network. Unauthorized attempts to access the network shall result in the port being shut down for a definable period of time along with Simple Network Management Protocol (SNMP) trap and alarm generation.
- Shall have an operating temperature range of -40 to +74 degrees C without the use of fans.
- Shall include L2IGMP Snooping compatibility.
- Shall be compatible with existing end switch optics and protocols.
- OSI Layer 2 functionality

Provide the following functionality and features:

(A) Port Performance:

- Provide Gigabit Ethernet Single mode Fiber ports that operate at 1000 Mbps.
- Provide Fast Ethernet RJ-45 copper ports with auto-negotiate operation at 10/100/1000 Mbps.
- Provide external optical attenuators as necessary to support interconnectivity with close range devices upstream or downstream.

(B) Packet-Processing:

- Processing type: store and forward
- Frame buffer memory: 2 Mbit
- Switching Latency: 7 us
- Priority Queues: 4
- Virtual Local Area Networks (VLAN): 8192
- Internet Group Management Protocol (IGMP) multicast groups: 256
- Switching bandwidth: 5.6 Gbps

(C) Gigabit Ethernet Network Connections:

- Dual 1000BaseLX Single Mode Fiber Port with SC Connectors 1310 nm 10 km
- Two mini-GBIC single mode transceiver option

(D) Fast Ethernet Network Connections:

- Eight duplex RJ-45 connector ports for copper.

(E) Power Requirements:

- 120 VAC (± 10%), 60 ± 3 Hz

(F) Mechanical:

- Enclosure: Shall be constructed from a minimum 20 gage high strength galvanized steel case with metal mounting plates, suitable for stand-alone, shelf, rack, or din mounting. Enclosure shall be permanently and clearly identified with name, model number, serial number, and other pertinent information required to facilitate equipment maintenance.

General Requirements:

(A) Documentation:

The contractor shall provide certification that the Field Hardened Ethernet Distribution Switches furnished and installed is in conformance with the manufacturer standard and these specifications.

(B) Warranty:

The Field Hardened Ethernet Distribution Switch shall be warranted by the manufacturer and the contractor against all defects in material and workmanship in accordance with Subsection 106.13 of the Standard Specifications.

The warranty for the Field Hardened Ethernet Distribution Switch shall provide that in the event of a malfunction during the warranty period, the defective unit, card, module, subassembly, or auxiliary device shall be replaced by the manufacturer with a working unit within 3 working days for use while the warranted unit is being repaired.

Construction Requirements:

Minimum requirements for the contractor or designated subcontractor involved in the installation and testing of the Ethernet equipment are:

- Three years' experience in the installation, testing and maintenance of Ethernet equipment.

- Two installations where an Ethernet switches were deployed, and the network has remained in continuously satisfactory operation for at least 2 years. The contractor shall submit as proof, photographs or other support documents, and the names and contact information of the operating personnel who can be contacted regarding the networks operation.

Necessary documentation of subcontractor qualifications must be approved by Engineer prior to purchasing the Field Hardened Ethernet Distribution Switch.

Equipment shall be installed in such a manner that all component parts are readily accessible for future inspection and maintenance.

Ensure that all external screws, nuts and locking washers are stainless steel. The use of self-tapping screws shall not be used without written approval by the Engineer.

The contractor shall meet all applicable codes and standards requirements within the NEC for all external wiring to Field Hardened Ethernet Distribution Switches. All wires and cables shall be neatly installed and secured per common practices and standards. The contractor shall provide service loop at all connection points.

The contractor shall provide and install one duplex single mode SC to SC Fiber patch cable for each Fast Ethernet fiber port installed in the Field Hardened Ethernet Distribution Switch.

The contractor shall provide and install one CAT-6 patch cord for each Fast Ethernet copper port install in the Field Hardened Ethernet Distribution Switch.

The contractor is responsible for programming of all field devices. Coordinate with the City for IP address, port assignments and other required information within seven days of receipt of the switch.

The contractor shall coordinate with the City for the configuration of the switches within seven days of receipt of the switch. The City will configure each switch.

(A) Testing Requirements:

The Field Hardened Ethernet Distribution Switch shall meet the following tests:

- Pre-Installation Testing:

The contractor shall inspect the Field Hardened Ethernet Distribution Switch upon delivery for visual damage, inventory contents, and ensure proper functionality.

- Subsystem Testing:

The contractor shall ensure the Field Hardened Ethernet Node, Backbone, and Distribution Switches, are correctly installed, configured, and are properly functioning as networked subsystem for 72 consecutive hours without failure.

- System Acceptance Testing (SAT):

As part of the SAT, the contractor shall demonstrate that all Field Hardened Ethernet Switches functioning and are operational for the duration of the 30-day SAT which is part of the contract time. No additional time will be provided the 30-day SAT period. This testing period is part of the contract time.

Method of Measurement:

The Field Hardened Ethernet Distribution Switch will be measured by the unit each for a switch that is installed and tested.

Basis of Payment:

The accepted quantity of the Field Hardened Ethernet Distribution Switch, 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, and successfully tested.

No separate measurement or payment will be made for furnishing and installing fiber optic patch and CAT-6 cabling as the costs are considered included in this Item of work.

(925SRVY, 05/21/26)

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

925-3.01 **General:** the first paragraph of the Standard Specifications is revised to read:

At the preconstruction meeting, the contractor shall furnish to the Engineer, for approval, the following:

(A) A schedule of hourly survey services rates and classifications for additional survey work, which shall remain fixed and in effect for the entire duration of the work and shall not be subject to renegotiation; and

(B) A written outline detailing the method of staking, marking of stakes, grade control for various courses of materials, referencing, structure control, pavement markings, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule which will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

925-5 **Basis of Payment:** the second and third paragraphs 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 for in accordance with the provisions of Subsection 109.04 of the specifications.

Payment will be made utilizing the schedule of rates provided per Subsection 925-3.01. No additional payment will be made for overtime hours. Should such additional work require the contractor to pay travel and subsistence costs for the survey party or survey parties utilized, payment for travel and subsistence will be made under the provisions of Subsection 109.04 of the specifications. The Engineer will determine whether the additional work shall be performed by the contractor or by Department forces.

APPENDIX A

UPRR WIRELINE CROSSING AGREEMENT AND FLAGGING REQUIREMENTS

March 17, 2026
Project: 0808248

CITY OF BUCKEYE

RE: Proposed Construction of An Underground Fiber Optic Wireline Crossing at Mile Post 875.33 on the Phoenix Subdivision at or near Buckeye, Maricopa County, Arizona.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0808248 referenced,** in the amount of **Five Thousand Seven Hundred Ninety Dollars ($5,790.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:
Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

Mail Checks to:
Union Pacific Railroad Company
P.O. Box 7412567
Chicago, IL 60674-2568
- **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at jasorian@up.com.

Sincerely,

Justin Alexander Soriano
Mgr II Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 875.33, Phoenix Subdivision
Location: Buckeye, Maricopa County, Arizona

THIS AGREEMENT ("Agreement") is made and entered into as of March 17, 2026, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF BUCKEYE**, to be addressed at 945 N. 215th Ave, Ste 137Buckeye, Arizona 85326 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. <u>LICENSOR GRANTS RIGHT.</u>

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate an underground fiber optic wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Buckeye, Maricopa County, State of Arizona ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated March 10, 2026, attached hereto as Exhibit A-1 & A-2 and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for an underground fiber optic wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A-1 & A-2. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

D. Under no circumstances shall Licensee modify Licensee's Facilities or add additional wirelines to the conduit(s), if any, or allow any third-parties to modify Licensee's Facilities or add additional wirelines to the conduit(s), if any, without Licensor's prior review and approval, which may be withheld in Licensor's sole discretion. Any application to modify Licensee's Facilities or add additional wirelines to the conduit(s) shall be made in accordance with Licensor's then-current wireline crossing application procedures.

Article 2. <u>LICENSE FEE.</u>

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Five Thousand Seven Hundred Ninety Dollars ($5,790.00).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

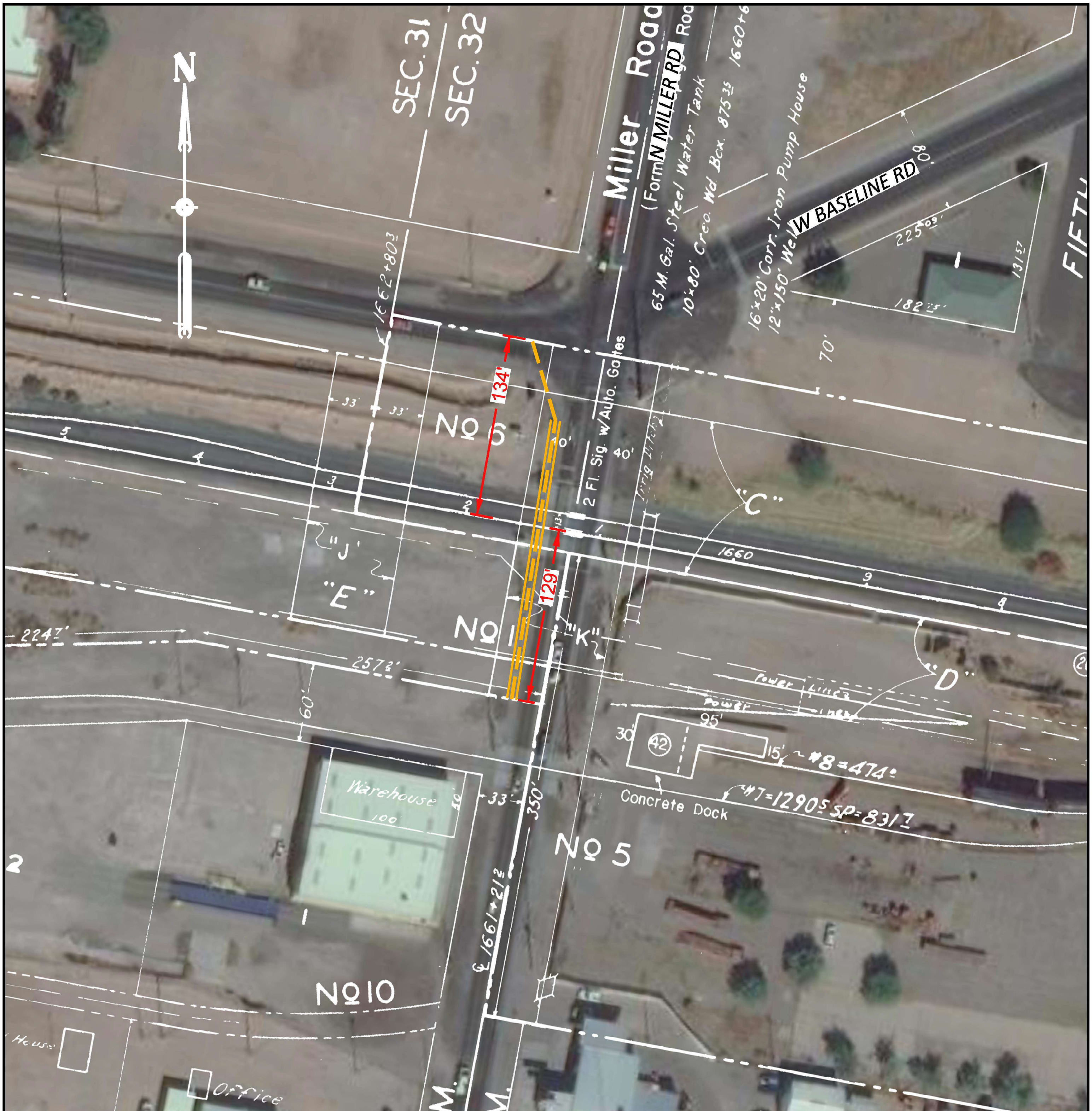
Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project Number: 0808248)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF BUCKEYE
945 N. 215th AveSte 137
Buckeye, Arizona 85326

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY	**CITY OF BUCKEYE**
By: ______________________	By: ______________________
Justin Alexander Soriano *Mgr II Real Estate*	Name Printed: Doug Sandstrom Title: City Manager



LEGEND:

WIRELINE ENCROACHMENT

WIRELINE CROSSING

UPRRCO. R/W OUTLINED

CADD FILENAME	0808248.dgn
SCAN FILENAME	X

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A-1"

UNION PACIFIC RAILROAD COMPANY

BUCKEYE, MARICOPA, AZ

M.P. 875.33 – PROVO SUB

SP V-21 / S-3

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 3/10/2026

JDB FILE: 0808248

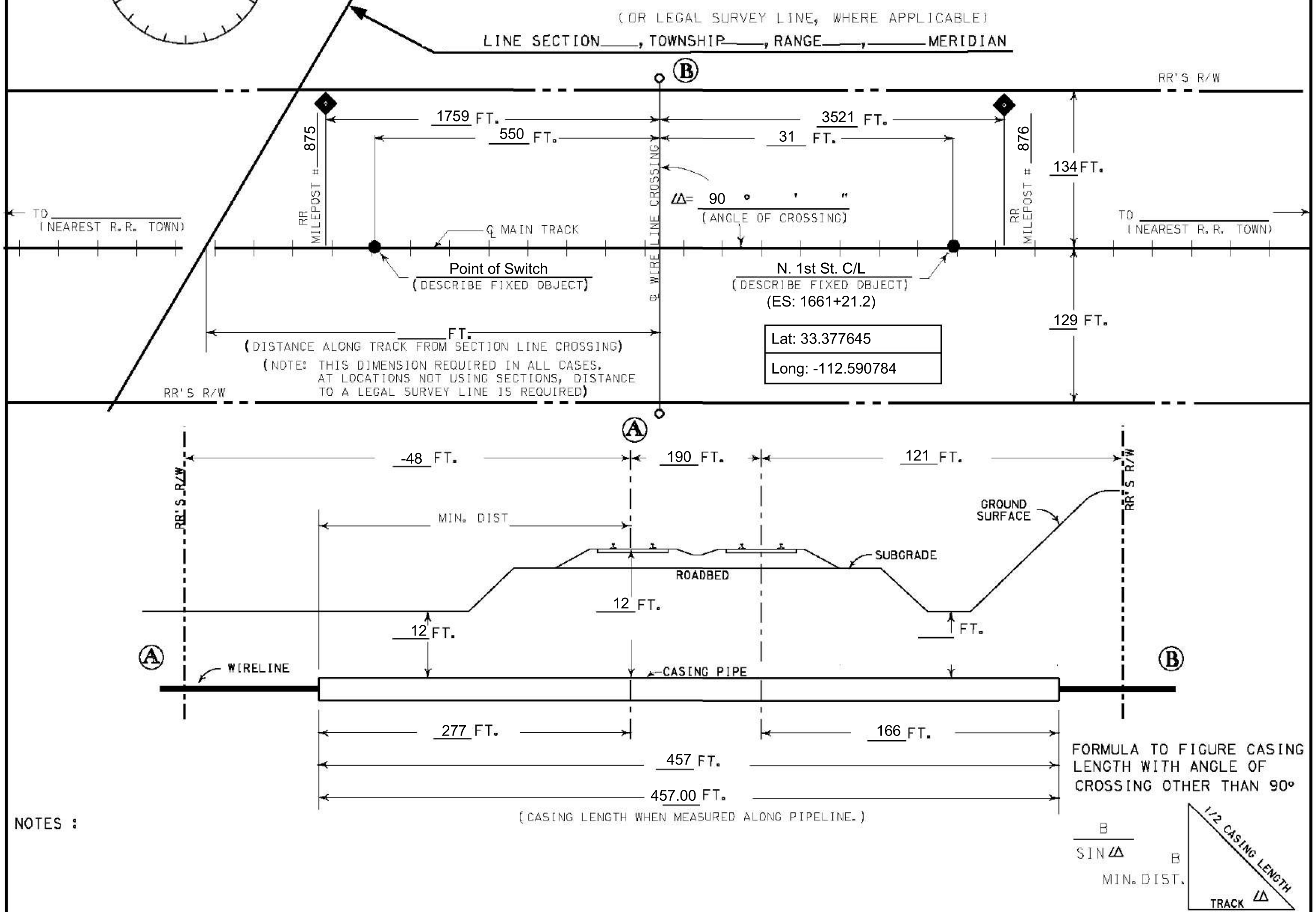
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F
REV 10-26-2007
www.uprr.com
NO SCALE



NOTES :

A) TYPE WIRELINE CROSSING: FIBER OPTIC

B) VOLTAGE TO BE CARRIED UNDER TRACK 0 NO. OF WIRES 2

C) CASING TYPE TO BE INSTALLED 7-WAY 18/14mm

D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S): (WET BORE NOT PERMITTED); DIRECTIONAL BORE

E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 166 (30' MIN.)

F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) 0

G) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ______ EXIST IN VICINTY OF WORK TO BE PERFORMED. TICKET NO.______

EXHIBIT "A"-2

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Phoenix Sub.
(SUBDIVISION)

M. P. 875.33 E. S. 1661+52.2

UNDERGROUND WIRELINE CROSSING

BUCKEYE	MARICOPA	AZ
(NEAREST RR STATION)	(COUNTY)	(STATE)

FOR CITY OF BUCKEYE
(APPLICANT)

RR FILE NO. 0808248 DATE 3/10/2026

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE’S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. **<u>MODIFICATIONS TO LICENSEE'S FACILITIES</u>.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. **<u>RESTORATION OF RAILROAD PROPERTY</u>.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. **<u>INDEMNITY</u>.**

A. <u>Definitions</u>. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to,

or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at this link, for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

Approved: Insurance Group
Created: 5/19/18
Last Modified: 05/19/18
Form Approved, AVP-Law

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

APPENDIX B

UPRR RIGHT OF ENTRY AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the_______day of_______________________, 20______, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and ____, a ______________________ corporation ("Contractor").

RECITALS:

Contractor has been hired by____to perform work relating to____(the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost ___________on Railroad's________________________________[Subdivision or Branch] [at or near DOT No. ________________located at or near_____________, in________________County, State of______________, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated____________________between Railroad and_____________________________________.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: Kyle Frazee	PM:__
Phone : 688-1598	
Skfrazee@up.com	
(719)688-1598	

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until________________________, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
[Insert mailing address]
1400 Douglas St. STOP 1690 Omaha, NE 68179-1690
E-mail: Jasorian@up.com
Attn: Justin Soriano
Project No. 0808248

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: ______________________________

Title: ______________________________

____
(Name of Contractor)

By: ______________________________

Name: ______________________________

Title: ______________________________

Phone: ______________________________

E-Mail: ______________________________

<u>EXHIBIT A</u>
<u>TO</u>
<u>CONTRACTOR'S RIGHT OF ENTRY AGREEMENT</u>

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge (“CIC”)) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad’s sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad’s prior approval in writing for each of the following items, as determined in all respects in Railroad’s sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad’s sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured” on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

APPENDIX C

LICENSE TO USE BWCDD LANDS UTILITY CROSSING OF DISTRICT CANAL

WHEN RECORDED MAIL TO:

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT
205 Roosevelt
Buckeye, Arizona 85326

Buckeye Water Conservation and Drainage District

LICENSE TO USE BWCDD LANDS UTILITY CROSSING OF DISTRICT CANAL

BWCDD License No. BWC 032326

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT ("BWCDD"), an irrigation and water conservation district, a municipal corporation and a political subdivision of the State of Arizona hereby grants **City of Buckeye**, an **municipal corporation of the State of Arizona ("Licensee")** hereby accepts a revocable by BWCDD, nonexclusive License to enter upon and cross a portion of BWCDD's lands and property interests described herein, pursuant to the following terms and conditions:

1. **Licensed Property**

Licensee shall occupy and use, for the purposes stated herein, those lands and property interests of BWCDD which are described and delineated in **Exhibit "A"**, attached hereto, and incorporated herein by reference **("Licensed Property")**.

2. **Purpose**

Licensee shall use the Licensed Property for the sole purpose of the construction, installation, repair, reconstruction, modification, reinstallation, replacement, relocation, and removal **("Construction")** and the operation, maintenance, and use of a **Fiber Optic Cable**, as described in **Drawing** prepared by **Kimley Horn**, Project **# T0630 01C**, dated **February 2026**, incorporated herein by reference **("Fiber Optic Cable")**. The **Fiber Optic Cable** shall include any associated materials, improvements, facilities, fixtures, and appurtenances approved by BWCDD and placed on the Licensed Property by Licensee, its directors, officers, employees, or agents. District policies require that all aerial crossings of the BWCDD main canal include concrete lining of the affected length of the canal, and Licensee agrees to pay the costs of BWCDD lining the affected length, as set forth herein.

3. **Compensation**

3.1. Licensee has paid to BWCDD a one-time license fee of **$20,000.00** (the **"License Fee"**), receipt of which is hereby acknowledged by BWCDD. Beginning in the calendar year which is five (5) years after the first full calendar year of this License, and thereafter, the then current License Fee shall be subject to the reopener provisions of Section 3.3, below.

3.2. In addition to the fees set forth in Section 3.1 above, Licensee shall pay the total amount of any taxes, assessments, or other charges, if any, imposed or levied on BWCDD or the Licensed

Property, as a result of this License or any activities or payments made under this License, by other governing bodies having jurisdiction.

3.3. Beginning in the calendar year which is five (5) years after the first full calendar year of this License, and thereafter, BWCDD may change the fee or fee structure hereunder at intervals occurring no more frequently than five (5) years, based on changed circumstances, which include changes in law, changes in environmental regulations, and changes in technology, any of which have increased the costs to BWCDD of allowing this License to continue or which have made this License and its terms and conditions obsolete or inconsistent with then industry standards. BWCDD shall give Licensee no less than 90 days' written notice of any such change. If the License Fee, as adjusted by this section, is not received by the due date specified in such written notice, interest at a rate of 1.5% per month (18% per annum) shall accrue on the entire amount due from Licensee. Any payment received shall first be applied to any interest owed and then to any License Fee owed.

4. <u>Term</u>

This License shall become effective upon the date of execution by BWCDD and shall continue in perpetuity, subject to the revocation and/or termination provisions of Section 5.

5. <u>Termination of the License</u>

5.1. BWCDD or Licensee may terminate this License upon not less than thirty (30) days' prior written notice to the other Party for any reason; provided, however, the provisions of this Section shall survive the revocation and/or termination of this License.

5.2. If Licensee terminates this License, Licensee, at Licensee's discretion and expense, shall either abandon or remove the **Fiber Optic Cable** unless the **Fiber Optic Cable** are overhead facilities, in which case Licensee, at Licensee's expense, shall remove the **Fiber Optic Cable**. In the event of an abandonment, Licensee shall provide BWCDD, and Blue Stake where applicable, written notice of such abandonment within twenty (20) days following the revocation and/or termination of this License. For the abandonment of the **Fiber Optic Cable**, Licensee shall be responsible for pulling the wires and properly capping any conduits at the entry and exit points of the Licensed Property. In the event of a removal of the **Fiber Optic Cable**, Licensee shall restore the Licensed Property to a condition acceptable to BWCDD.

5.3. If Licensee fails to comply with the material conditions set forth herein, BWCDD may, at its election and upon thirty (30) days' written notice of such failure of compliance to Licensee, revoke and/or terminate this License in accordance with this subsection; provided, however, that where such failure to comply cannot reasonably be cured within the thirty (30) days' notice period, if Licensee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for an additional sixty (60) days to complete such curing. If Licensee is nevertheless unable to cure its failure of compliance, Licensee shall remove, at Licensee's expense and within thirty (30) days thereafter, the **Fiber Optic Cable** and shall restore the Licensed Property to a condition acceptable to BWCDD. If Licensee fails to remove the **Fiber Optic Cable** within the time specified above, BWCDD or its authorized agents may remove the **Fiber Optic Cable**.

5.4. If BWCDD removes the **Fiber Optic Cable** pursuant to Section 5.3, Licensee shall reimburse BWCDD for the cost and expense of such removal, as conclusively determined by BWCDD, within ten (10) calendar days after BWCDD presents Licensee a statement of such cost and expense. Licensee hereby releases BWCDD from all claims of damages resulting to Licensee from such removal.

5.5. This License shall terminate, and all rights granted hereunder shall revert to BWCDD in the event Licensee shall fail to commence actual or physical initial construction or installation of the **Fiber Optic Cable** provided for herein within two (2) years of the date of this License or in the event Licensee at any time shall abandon the use of the **Fiber Optic Cable** on the Licensed Property.

6. **Nonexclusive Rights**

This License is nonexclusive and no interest whatsoever in the Licensed Property, except as specifically expressed herein, shall pass to Licensee, its directors, officers, employees, or agents. BWCDD, its successors and assigns, shall retain at all times a prior and superior right of access and use of the Licensed Property to accomplish all of BWCDD's purposes and nothing in this License shall be construed to deny or lessen the powers and privileges granted BWCDD by the laws of the State of Arizona. Neither Licensee nor its agents shall interfere with the use of the Licensed Property by BWCDD or the interest of any other individual or entity in the Licensed Property. Nothing herein shall preclude, interfere with, or prohibit BWCDD, its directors, officers, employees, agents, and licensees from controlling access to, entering upon, being upon, or using the Licensed Property for any purposes whatsoever, or prohibit BWCDD from permitting another entity to access or use the Licensed Property. BWCDD shall not be liable to Licensee for any damage to public or private property or installations located upon the Licensed Property.

7. **Existing Easements and Licenses**

This License is subject to all existing easements, licenses, and matters of record.

8. **Insurance**

8.1. Without limiting any liabilities or any other obligations of Licensee, Licensee, at Licensee's expense, shall obtain and maintain for the duration of this License, including any subsequent terms thereof, with forms and insurers acceptable to BWCDD, the minimum insurance coverages as follows:

(i) General Liability Insurance with policy limits of a minimum of two million dollars ($2,000,000) as to each occurrence for Bodily Injury, Personal Injury and Property Damage and a General Aggregate of two million dollars ($2,000,000). Such policy or policies shall list BWCDD, its directors, officers, and employees, as additional insureds.

(ii) Worker's Compensation insurance coverage with Employer's Liability insurance limits of not less than the statutory limits for any one occurrence.

(iii) Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of a minimum of two million dollars ($2,000,000) each occurrence with respect to Licensee's vehicles, whether owned, hired, or non-owned, assigned to, or used for any purpose related to this License. Such policy or policies shall list BWCDD, its directors, officers, employees, and agents as additional insureds. In the event such insurance is not applicable to this License, as conclusively determined by BWCDD, such insurance requirement may be waived by BWCDD.

8.2. The policies required by Subsections 8.1 (i) and (iii) hereof shall stipulate that the insurance afforded for BWCDD, its directors, officers, employees, and agents shall be primary insurance and that any insurance carried by BWCDD, its directors, officers, or employees shall be excess and not contributory insurance.

8.3. Licensee and its insurers providing the required coverages shall waive all rights of subrogation against BWCDD and its directors, officers, and employees.

8.4. Upon the full execution of this License and prior to commencing any Construction on the Licensed Property, Licensee shall furnish BWCDD with Certificates of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days' advance notice of cancellation, revocation, termination, or alteration shall be sent directly to BWCDD.

8.5. Licensee shall require any contractors or subcontractors to comply with the provisions of Section 8 herein.

8.6. Upon BWCDD's receipt of satisfactory evidence of Licensee's financial ability to self-insure, Licensee shall have the option to self-insure the minimum limits set forth above in lieu of providing the insurance provided for under Section 8.1 herein.

9. Construction

9.1. Prior to Construction or modification of a **Fiber Optic Cable** on the Licensed Property, Licensee shall submit to BWCDD five (5) copies of a detailed design plan, including the location, design drawings, specifications, or calculations **("Design")**. The Design and Construction of the **Fiber Optic Cable** are subject to BWCDD review and written approval. Notwithstanding the foregoing, BWCDD's approval of the Design or Construction pursuant to the provisions of this Section does not constitute a determination that such Design and Construction are adequate for Licensee's intended purpose or comply with applicable laws or industry standards.

9.2. The Design shall incorporate applicable BWCDD standards or specifications, including, but not limited to, burial depths, clearance requirements, and BWCDD vehicular access provisions. The Design shall prohibit the installation of junction boxes, manholes, landscaping, or other obstructions that, in BWCDD's sole determination, would impede BWCDD operations and access or cause damage to BWCDD facilities.

9.3. Construction of required canal improvements, including canal lining, shall be conducted by BWCDD at Licensee's expense, during the next canal dry-up. BWCDD makes no warranties of the date of next canal dry-up. BWCDD does not promise or warrant a completely dry canal during the dry-up, due to private pumps which drain into the canal. Licensee will be responsible for the costs of any necessary pump around during construction.

9.4. Licensee's Construction, operation, maintenance, and use of the **Fiber Optic Cable** shall be at Licensee's expense and shall not interfere with nor impede BWCDD's use of BWCDD existing or future water, power, communications, or other facilities, on or adjacent to the Licensed Property. Any boring activities under BWCDD infrastructure shall be of a sufficient depth and appropriate encasement to protect the integrity of aboveground BWCDD canal infrastructure. The Construction shall be scheduled and coordinated with BWCDD as follows:

(i) The Construction shall be scheduled and coordinated with the **BWCDD Manager** at 623-386-2196.

(ii) Licensee shall provide BWCDD with a 48-hour notice prior to commencement of Construction.

9.5. Licensee shall be qualified to perform or shall contract with qualified parties to perform any Construction work and shall not construct or install any improvements or fixtures, other than those specifically addressed herein, within or upon the Licensed Property. Any Construction and/or modifications to the Licensed Property shall be completed and maintained in conformity with all applicable safety standards, regulations, and the like, and specifically in a manner so as to avoid the creation of potentially dangerous conditions and harm to others.

9.6. Licensee shall contact Blue Stake prior to commencing Construction and shall be responsible for the location and probing of any and all utilities, structures, and facilities on the Licensed Property, with the exception of any BWCDD facilities, which will be located by BWCDD.

9.7. Licensee shall provide adequate dust abatement for the Construction as determined by BWCDD. Licensee shall not use any form of inorganic material for dust abatement.

9.8. The Licensed Property shall be restored to a condition acceptable to BWCDD and all debris shall be removed immediately following the completion of any Construction.

9.9. Within thirty (30) days following the completion of any Construction, Licensee shall submit to BWCDD "as-built" drawings of the **Fiber Optic Cable** with specific location dimensions and, as applicable, depths of burial.

9.10. Licensee is not the agent of BWCDD and has no authority to create a lien against BWCDD or the Licensed Property for materials or services furnished to Licensee. Licensee shall, immediately following the completion of any Construction and upon receipt of a request by BWCDD, provide BWCDD with lien waivers or other releases satisfactory to BWCDD to ensure that there are no mechanic's or materialmen's liens filed against the Licensed Property.

9.11. Licensee shall pay BWCDD in accordance with the BWCDD Fee Schedule and as invoiced by BWCDD, all charges incurred by BWCDD to review, inspect, and approve Licensee's Design and Construction.

9.12. If any repair, relocation, or reconstruction of BWCDD's existing or future water, power, communication or other facilities, is deemed reasonably necessary by BWCDD because of the Construction, operation, maintenance or use of the **Fiber Optic Cable**, such repair, relocation or reconstruction shall be accomplished by BWCDD at Licensee's expense.

9.13. If, in BWCDD's determination, modification or relocation of the **Fiber Optic Cable** is necessary to accommodate the operational needs or plans of BWCDD, including, but not limited to, any major repair, modification, construction, or reconstruction of BWCDD's existing or future water, power, communication or other facilities, Licensee, at Licensee's expense, shall promptly modify or relocate the **Fiber Optic Cable** upon reasonable notice from BWCDD. BWCDD shall not exercise its right to require modification or relocation of Licensee's facilities in an unreasonable or arbitrary manner.

10. Maintenance Of Licensed Property

10.1 Licensee, at Licensee's expense, shall maintain the Licensed Property and the **Fiber Optic Cable** thereon in good, sanitary, and safe condition, as conclusively determined by BWCDD. Notwithstanding the foregoing, BWCDD has no obligation to inspect the Licensed Property or the **Fiber Optic Cable**, nor to report the condition of same to Licensee or others.

10.2 Licensee shall be solely responsible for the expense, as reasonably determined by BWCDD, of repairs to the Licensed Property and any other facilities of BWCDD, reasonably necessary due to damage caused by the **Fiber Optic Cable**, or acts or failure to act of Licensee, or any of Licensee's affiliates or contractors. Any such damage will be repaired by BWCDD, and Licensee shall reimburse BWCDD for the cost and expense, as reasonably determined by BWCDD, within thirty (30) calendar days after BWCDD presents Licensee with a statement of such cost and expense.

11. Permits, Statutes, and Codes

Licensee shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of all legally constituted authorities with jurisdiction over the subject matter of this License. Licensee shall obtain or cause to be obtained, at Licensee's expense, all permits, approvals, and authorizations required by Licensee's actions pursuant to this License.

12. BWCDD's Right to Inspect

12.1. BWCDD may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any Construction by Licensee, BWCDD may inspect all trenching, backfilling, and other related items and require conformance with all requirements and specifications established by

BWCDD. Said inspection, however, is not intended nor understood to be nor constitutes more than a determination that the specifications set forth herein have been complied with by Licensee and is not an approval or ratification by BWCDD of the quality or fitness of the **Fiber Optic Cable**.

12.2. Licensee shall release BWCDD from liability for all damages arising out of any delay, whether reasonable or unreasonable, or foreseeable or unforeseeable, by BWCDD in permitting or inspecting any work on the Licensed Property. The provisions of this Section shall survive revocation and/or termination of this License.

13. Storage and Use of Regulated Products

Licensee shall not store or use any hazardous materials, fuels or other petroleum products, chemicals, herbicides, pesticides, fertilizers, paint or any other such regulated products on the Licensed Property without the prior written approval from BWCDD. In the event of a spill on the Licensed Property of any authorized or unauthorized materials or products by reason of or related to the exercise of the privileges herein granted to Licensee, Licensee shall immediately notify BWCDD and shall be responsible for the remediation of such spill and any costs associated therewith. Any remediation shall be performed in a timely manner in accordance with a plan approved by the appropriate governmental authority and reasonably acceptable to BWCDD.

14. Indemnification

Licensee shall indemnify and hold harmless BWCDD, its directors, officers, employees, and agents, for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person including, but not limited to, employees of BWCDD or Licensee, or to property, including natural resources, to which BWCDD, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by Licensee, or any of its directors, officers, employees, agents, or invitees; (ii) Licensee's use or occupancy of the Licensed Property; or (iii) any failure on the part of Licensee, or any of its directors, officers, employees, or agents to fulfill its obligations hereunder except to the extent that any loss, damage, expense, and liability is attributable to the negligent or willful misconduct of BWCDD, its directors, officers, employees, and agents. The provisions of this Section shall survive revocation and/or termination of this License.

15. Assignment

This License shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto. Licensee shall not assign this License or the rights and privileges herein, in whole or in part, without BWCDD's prior written consent, which shall not be unreasonably withheld or delayed and, absent such consent, any attempted assignment shall be void; provided, however, Licensee may assign or transfer this License to a parent, subsidiary, or affiliate, or in connection with a corporate refinancing, upon written notice to BWCDD of such transfer, which contains an agreement in writing by such parent, subsidiary, or affiliate to abide by the terms and conditions of this License. Licensee shall make all requests for BWCDD's consent to an assignment, modification, or amendment of this License in writing and shall accompany each request with a nonrefundable service charge of Two Hundred Fifty Dollars ($250.00).

16. Service of Notice

16.1. All notices and demands required or permitted by this License shall be in writing and shall be deemed to have been given properly when (i) sent by certified mail (postage fully prepaid) or delivered personally or by overnight courier, to the respective address below or to such other address as may be furnished in writing by either party to the other pursuant to this Section; or (ii) transmitted by telefacsimile to the respective telefacsimile number below or to such other telefacsimile number as may be furnished in writing by either party to the other pursuant to this Section, and the appropriate answerback is received.

Notices to BWCDD:

Attn: Noel Carter
205 East Roosevelt Ave
Buckeye, Az 85326
Telefacsimile No. 623-386-7789
Telephone No. 623-386-2196

Notices to Licensee:

Attn: City of Buckeye
City Manager
530 E. Monroe Ave.
Buckeye, AZ 85326

16.2. All notices and demands shall be deemed effective upon delivery, if delivered personally or by overnight courier, or if transmitted by telefacsimile; or twenty-four (24) hours after deposit in the U. S. Mail, if by certified mail.

17. Waiver

No waiver by either party of any breach of any of the covenants or conditions of this License which are to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

18. Attorneys' Fees Upon Default

If BWCDD or Licensee defaults in the timely performance of its obligations under this License, the party not in default shall be entitled to recover court costs and reasonable attorneys' fees, as determined by a court, in any suit or proceeding to enforce its rights under this License. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such party in default.

19. Force Majeure

If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and BWCDD, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as employed in this License shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits, or any material change in circumstances arising out of legislation, regulation, or litigation. Nothing in this Section shall require BWCDD or Licensee to settle a strike.

20. Entire Agreement; Changes After Execution

This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties with respect to the subject matter hereof, and any amendment thereto must be in writing, signed by both parties.

21. Water Damage

BWCDD shall not be liable for any loss sustained by Licensee, its officers, employees, agents, assigns, or invitees on the Licensed Property because of water damage from any source whatsoever including, but not limited to, flood, drainage, or run-off, irrespective of any prior knowledge by BWCDD of the possibility of such flood, drainage, or run-off, or any act, omission, or negligence of BWCDD, its directors, officers, employees, or agents arising from operation or maintenance of any canal or other work.

IN WITNESS WHEREOF, the parties hereto have executed this License this 12 day of June, 2026.

APPROVED:

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT, an irrigation and water conservation district, a municipal corporation, and a political subdivision of the State of Arizona

By: ______________________

Its: General Manager

LICENSEE ACCEPTANCE:

City of Buckeye, a municipal corporation of the State of Arizona

By: ______________________

Its: City Manager

ACKNOWLEDGMENT

STATE OF ARIZONA)
) **ss:**
County of Maricopa)

On this 12 day of June, 2026, before me, the undersigned Notary Public, personally appeared Noel Carter, known to me to be the General Manager of **BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT**, an irrigation and water conservation district, a municipal corporation and a political subdivision of the State of Arizona, and she, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Claudia M Morris
NOTARY PUBLIC

My Commission Expires:

CLAUDIA M MORRIS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 652639
MY COMMISSION EXPIRES
MAY 17, 2027

May 17, 2027

STATE OF Arizona)
) **ss:**
County of Maricopa)

On this 22 day of May, 2026, before me, the undersigned Notary Public, personally appeared Doug Sandstrom, known to me to be the City Manager of **City of Buckeye**, a **municipal corporation of the State of Arizona**, and he/she, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lizette Castaneda Arroyo
NOTARY PUBLIC

My Commission Expires:

LIZETTE CASTANEDA-ARR
Notary Public - Arizona
Maricopa County
Commission # 674830
My Commission Expires
October 01, 2028

Online Notary Public. Notarization facilitated by SIGNiX®

APPENDIX D

ROOSEVELT IRRIGATION DISTRICT AGREEMENT

ROOSEVELT IRRIGATION DISTRICT

Right-of-Way Crossing Permit **Permit Number** RID-2026-039

RID Lateral 17 & Main Canal (Project Name) **2026-04-07** (Date)

The Roosevelt Irrigation District (RID) hereby grants permission to work within the RID right-of–way to:

COB (Permittee)

For the purpose of constructing non-RID facilities within and/or across the RID right-of-way in association with the project described below:

cob_t0630_miller_monroe_lat_17 (Project)

The Permittee having read and understood the Special Conditions and the General Conditions below agrees to these conditions.

SPECIAL CONDITIONS

A. SPECIFICATIONS & DRAWINGS:

- All facilities constructed within or across the RID right-of-way shall strictly conform to plans and specifications approved by RID. All deviations from the plans must be approved by RID prior to construction. Any work completed by the Permittee without RID approval shall be at the Permittee's risk.
  - CONSTRUCTION PLANS — **ADOT Project Delivery and Operations Division - Buckeye Fiber Optic Backbone (MC 85/Miller Road) 0000 MA BKY T0630 01D – MKY-0(126)T - By: EEC, Kimley-Horn - Date: 02/27/26**
  - CONTACTS

    Bruce Dressel
    Traffic Project Engineer
    City of Buckeye | Engineering
    (480)340-3614
    bdressel@buckeyeaz.gov

    Thomas M. McCullough, P.E. (AZ, KS)
    Kimley-Horn
    Direct: 602-216-1298
    Mobile: 602-509-2763
    thomas.mccullough@kimley-horn.com

B. CONSTRUCTION OBSERVATION:

The RID Construction Observer is the "single point of contact' for proceeding with construction. The Permittee shall contact the RID Construction Observer at (602) 284-7017, a minimum of 14 calendar days of the following:

- CONSTRUCTION CLEARANCE – Pre-Construction meeting and approved construction schedule is required prior to start of construction. **A construction clearance does not assure a dry-up.** Please contact the Construction Observer.
- IRRIGATION OUTAGES – The availability, scheduling and duration of an irrigation outage shall be determined solely at the discretion of RID and is not guaranteed outside of the scheduled Annual Dry-Up in November of each year. In the event that an irrigation outage is required for this project, RID and/or the Construction Observer may at their discretion require that the Permittee execute a TEMPORARY IRRIGATION OUTAGE AGREEMENT including a detailed schedule with RID. Requests for an irrigation outage shall be directed to the RID Construction Observer.

- CONSTRUCTION OBSERVATION – The construction and/or installation of non-RID facilities within the RID right-of-way requires construction observation prior to backfill and compaction.

C. JACK/BORE CONSTRUCTION:

All construction involving jack/bore operations across the RID right-of-way shall conform to the following provisions:

1. The boring/receiving pits shall be located outside of the RID right-of-way/easement limits unless other arrangements are approved in advance.
2. Pipelines are to be sleeved for the full width of the RID right-of-way/easement.
3. A minimum of four (4) feet of vertical clearance is required between the top of the sleeve pipe and the bottom of the RID conveyance facility.
4. The minimum top elevation of the bore and receiving pits shall be at least one (1) vertical foot above the maximum water surface elevation in the adjacent RID conveyance facility and shall meet the approval of the RID Construction Observer prior to beginning boring operations.
   - When the existing grade at the bore/receiving pits is insufficient to meet this requirement the Permittee shall construct embankments around the pits.
   - Embankments shall have a minimum top width of eight (8) feet and be constructed per MAG Standard Specification 211.2 and 211.3 and compacted to 95% minimum uniform density.
5. Should the bore/receiving pits show evidence of leakage from the RID conveyance facility, RID may at their discretion require that the jack/bore operation be terminated, and the bore/receiving pits backfilled by the Permittee.
   - Operations terminated under this provision shall be inspected and evaluated during the subsequent annual RID dry-up to determine the disposition of the crossing. The Permittee shall complete all work necessary to allow for the inspection of the facilities as determined by RID.
   - Based on the inspection the Permittee shall complete, repair, remove and/or abandon all constructed facilities within the RID right-of-way as determined and approved by RID at the Permittee's expense.
   - The Permittee shall repair and/or replace all damaged RID facilities to the satisfaction of RID at the Permittee's expense.

D. HORIZONTAL DIRECTIONAL DRILLING (HDD) CONSTRUCTION:

All construction involving HDD operations across the RID right-of-way shall conform to the following provisions:

1. All HDD operations shall conform to MAG Standard Specification 608 for wet and dry-utility crossings.
2. Permittee's contractor must collect and submit 1 geotechnical borehole log for any Main Canal and/or open canal crossings. Results to be sent to RID Construction Observer for review and approval. Borehole shall be located approximately 15-ft to 20-ft from RID conveyance facility to facilitate RID soils review. Depth of borehole shall be a minimum 4-ft below proposed running line. Borehole log should be logged and classified per Unified Soil Classification System (USCS) with groundwater levels recorded. Samples to be taken at no greater than 3-ft spacing and at changes in strata. If loose gravel or rocks are found in the zone of the HDD construction, RID reserves the right to require alternative facility crossing method to be used at location of crossing.
3. Pipelines are to be sleeved for the full width of the RID right-of-way using acceptable pipe materials for utility type and per acceptable materials described in Subsection 608.3.
4. The HDD boring/receiving pits shall be located outside of the RID right-of-way limits unless other arrangements are approved in advance.
5. A minimum of four (4) feet of vertical clearance is required between the top of the HDD pipeline/pipelines and the bottom of the RID conveyance facility.
6. The minimum top elevation of the HDD bore and HDD receiving pits shall be at least one (1) vertical foot above the maximum water surface elevation in the adjacent RID conveyance facility and shall meet the approval of the RID Construction Observer prior to beginning HDD operations.
   - When the existing grade at the bore/receiving pits is insufficient to meet this requirement the Permittee shall construct embankments about the pits.
   - Embankments shall have a minimum top width of eight (8) feet and be constructed per MAG Standard Specification 211.2 and 211.3 and compacted to 95% minimum uniform density.
7. Should the HDD bore/receiving pits show evidence of leakage from the RID conveyance facility, RID may, at their discretion, require that the HDD operation be terminated, and the bore/receiving pits backfilled by the Permittee.

E. <u>OPEN TRENCH CONSTRUCTION:</u>

All construction involving an open trench excavation across the RID right-of-way shall conform to the following provisions:

1. Prior RID approval for open trench construction is required. All construction shall strictly conform with RID approved plans and specifications.
2. All open trench construction shall be completed during the scheduled annual RID system dry-up unless other arrangements are approved in advance by RID.
3. All open excavations shall be backfilled per MAG Standard Specification 601.4 – Type 1.

F. **RID FACILITIES ACCESS:**

The Permittee shall insure that construction activities will not interfere with the normal operation and maintenance of RID facilities. Unless otherwise arranged in advance with RID, all RID facilities shall not be disturbed or rendered inaccessible.

G. **EXISTING UTILITIES:**

Attention is called to the existence of buried and/or overhead utility lines within the RID right-of-way. The Permittee is solely responsible for determining if any other utilities are located within the project limits and all coordination, protection, relocation etc. of any such utilities.

GENERAL CONDITIONS

1. Permittee warrants and represents that he is qualified to perform, or will contract with qualified parties to perform, the undertaking which is the subject of the permit.
2. Permittee agrees to obtain such other licenses, permits and agreements as may be required by other governing bodies having jurisdiction over the location which is the subject hereof.
3. Permittee agrees that any work in the RID right-of-way shall be completed and maintained in conformity with all applicable safety standards and regulations, and in a manner to avoid the creation of potentially dangerous conditions and harm to others.
4. In the event that said installation does not comply with the specifications and conditions stated herein or upon revocation of the permit, Permittee shall remove at his sole cost, within ninety (90) days after written notice, any improvements or installations placed on said right-of-way pursuant to this permit, and restore the irrigation facilities to the satisfaction of RID. In the event that RID determines that the irrigation facilities must be restored immediately for operational purposes, or Permittee fails to remove the installations or improvement within the time specified above or restore the irrigation facilities, RID may remove the installations from the said right-of-way and/or restore the irrigation facilities, and the cost so incurred (as solely and conclusively determined by RID) shall be paid by Permittee within ten (10) days after receipt of a statement of such cost. Permittee hereby releases RID from all claims for damages that may result to the Permittee or others by reason of such removal.
5. Should any RID facilities be damaged by Permittee, such facilities shall be repaired at Permittee's expense, to the satisfaction of RID. The RID reserves the right, depending upon the nature and extent of the damage, to make such repairs and bill Permittee for all costs associated therewith.
6. Permittee shall be liable for any and all damages to the property of RID, or any other party or parties by reason of the exercise of the privilege herein granted to Permittee. Permittee agrees to indemnify and hold harmless RID against any claims, actions, costs, expenses, or other liabilities for property damage or personal injuries in any way caused by or related to the exercise of rights herein granted, except those caused by the negligence of RID. Permittee understands and agrees that he enters upon the property of RID at its own risk.
7. One (1) year from the date of issuance of this permit, this permit is automatically terminated, and Permittee shall secure a new permit to construct or complete the installation under conditions and specifications then in force. Additionally, RID has the right to terminate this permit at its sole discretion before one year provided ninety (90) days written notice is provided to the Permittee of such action.

ROOSEVELT IRRIGATION DISTRICT

Right-of-Way Crossing Permit | **Permit Number** RID-2026-039

RID Lateral 17 & Main Canal (Project Name) | **2026-04-07** (Date)

8. All facilities installed pursuant to this permit are subject to observation by agents of RID and must comply with the specifications and conditions listed on this form (and attached). Said observation, however, is not intended nor understood to be or constitute more than a determination that the specifications set forth herein have been complied with by Permittee and is not to be considered as an approval or ratification by RID of the quality or fitness of Permittee's improvements.

9. It is mutually understood that RID may have only easement rights to the right-of-way covered by this permit, and consent by the record owner of the underlying fee title to the land is not to be implied.

APPROVED: ______________________ DATE: 6/29/26

Donovan L. Neese or Taylor Howerter
Superintendent Asst. Superintendent

ACCEPTED: ______________________ DATE: 06.11.2026

Licensee (Owner/Agent)

Doug Sandstrom

City of Buckeye City Manager

PERMIT EXPIRES ONE YEAR FROM ISSUED DATE

PLEASE REMIT PERMIT FEE AND SIGNED DOCUMENT TO:

ROOSEVELT IRRIGATION DISTRICT
103 WEST BASELINE ROAD
BUCKEYE, AZ 85326

Permit Fee: $12,198.00

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAnCcSCDcd2KgP5rdmvcH41KFSpF28nKZ3

City of Buckeye - 530 E. Monroe Buckeye AZ, 85326

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
1849	ROOSEVELT IRRIGATION DISTRICT	1011280	06/24/2026	$12,198.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
06/16/2026	RID-2026-039	RID Right-of-Way Crossing permit for CIP 101760	$12,198.00

ACH IS NOW AVAILABLE!
Log/sign into Vendor Access at
www.buckeyeaz.gov
to update or add bank information.

RECEIVED 6/29/26 @ RID
CR

City of Buckeye
530 E. Monroe
Buckeye AZ, 85326
P - 623-349-6162
F - 623-349-6160

BUCKEYE ARIZONA

U.S. Bank
www.usbank.com
91-515/1221

Vendor Number	Check Number	Check Date
1849	1011280	06/24/2026

VOID 180 DAYS FROM DATE OF ISSUE

$12,198.00

*** Twelve Thousand One Hundred Ninety-Eight Dollars And Zero Cents ***

COPY

Pay To The Order Of
ROOSEVELT IRRIGATION DISTRICT
103 W BASELINE
BUCKEYE, AZ 85326

MAYOR MP

CITY MANAGER MP

⑈01011280⑈ ⑆122105155⑆151711418021⑈

APPENDIX E

SOUTHWEST GAS CONSTRUCTION REQUIREMENTS

SOUTHWEST GAS CORPORATION

February 10, 2026

Kimley-Horn
Mr. Thomas McCullough
1661 E. Camelback Rd., Ste. 400
Phoenix, Az 85015

SUBJECT: Buckeye Fiber Optic Back Bone
Miller Rd/I-10 to Monroe Ave. Miller Rd to Eason Ave
City of Buckeye Project Number: 000 MA BKY T0630 01D
Stage III, 60% Design

Dear Mr. McCullough:

After reviewing the plans for the above-referenced project, it has been determined that there will be trench excavations crossing distribution and high pressure gas facilities. Actual conflicts can be avoided if your facilities are installed to provide a minimum 12 inches face-to-face clearance at the point of crossing. This review is only valid for the above referenced plans dated November 2025. If the scope of this work changes; please resubmit plans for a subsequent review.

Prior to beginning construction, please instruct your contractor to call Blue Stake at (602) 263-1100 for field locations of all utility facilities, pursuant to the “Blue Stake Law” (ARS, Chapter 2, Article 6.3, Sections 40-360.21 through .31) so existing gas facilities may be accurately located. Your contractor should hand dig carefully at these marked locations until the gas pipe has been found and exposed. Use care to avoid damaging or breaking a small electrical tracer wire (which is used for locating purposes) that may be buried with the pipe.

Once mechanical trenching is in progress, do not dig within two feet of a gas pipe. This trenching shall be done by hand in order to prevent any damage to the gas pipe. In the event your contractor should "hook" or otherwise strain a gas pipe while excavating, a call should be placed to 602-271-GASS (271-4277).

Even though there may not be any apparent damage, the strain may have damaged the wrap or a portion of the buried pipe or fittings at other locations causing a leak in the surrounding area. Also, if a steel facility is exposed and the pipe coating is found to be in need of repair, please contact our office so a crew can be dispatched to rewrap the pipe. This is a service provided by Southwest Gas at no cost to the contractor so we can monitor our steel facilities and minimize the possibility of corrosion.

When the excavations are complete, all exposed gas pipes should be protected. If the trench is more than three feet wide, the pipe must be supported in a manner where the supporting material does not damage the pipe or its protective wrapping.

Before backfilling, Southwest Gas requires both six inches of bedding and six inches of shading with sand or material free of rocks and able to pass through a 3/8 inch screen in order to provide firm support under the facility and to prevent damage to the pipe or pipe coating from the backfilling operation. Do not drop backfill directly on the exposed gas pipe. When compacting backfill, use extra care when directly over the gas pipe in order to avoid any damage.

In addition, the Southwest Gas system has Regulator Stations, pipeline valves, line locating stations, test points and underground vaults each with protective valve box lids and vault manhole covers. These are designed to be flush with the existing ground. Under U.S. Dept. of Transportation's Pipeline Safety Regulations and Southwest Gas operating procedures, these facilities are required to be accessible at all times.

Southwest Gas will paint yellow all protective valve box lids and vault manhole covers. It will be the responsibility of the public agency's contractor to make sure these are protected during construction. The public agency's contractor will be responsible for adjustments to all valve box lids and vault manhole covers due to grading and paving per MAG Details 391.1 and 391.2. Contact Southwest Gas Construction at 43rd Operations 602 484 5350 for coordinating work and inspections. For emergencies, please call 602-271-GASS (4277).

SOUTHWEST GAS CORPORATION

Please be aware that there may be abandoned steel gas lines within your project limits that are potentially coated or wrapped with unidentified materials. Southwest Gas treats all of its steel gas pipe with unidentified coating/wrapping materials as potentially containing asbestos. Accordingly, whenever such pipe is in direct conflict and requires removal, it must only be done so by one of Southwest Gas's NESHAP certified contractors. The costs associated with such removal will be the responsibility of the developer. Please contact Southwest Gas in advance to coordinate any removal.

Thank you for your cooperation on this project. This review is only valid for 90 days, if your project does not start within that time frame or if the scope of work changes; please resubmit plans for a subsequent review. Please contact either Valerie Gallardo-Weller at (602) 484-5342 (valerie.gallardo-weller@swgas.com) or me if you have any questions or need additional information.

Sincerely,

Brian Ball
Supervisor / Engineering, Franchise
Mail Code: 42O-586
9 S. 43rd Ave.
Phoenix, AZ 85009
(602) 484-5324

APPENDIX F

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

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.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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.

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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).

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: AZ20260045 05/18/2026

State: Arizona

Construction Types: Highway

Counties: Arizona Counties of
Maricopa

Modification Number   Publication Date
          0   01/02/2026
          1   05/18/2026

 CARP1912-003 07/01/2024

	Rates	Fringes
CARPENTER, EXCLUDES FORMWORK CONCRETE	$ 35.89	14.98

 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

 ENGI0012-063 12/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: OILER.....................$ 32.29
18.12

ENGI0012-065 12/01/2024
Rates
Fringes
POWER EQUIPMENT OPERATOR: FIELD EQUIPMENT
SERVICEPERSON.......................................$ 35.56
18.12

ENGI0012-066 12/01/2024
Rates
Fringes
POWER EQUIPMENT OPERATOR: BACKHOE/BACKHOE & LOADER
COMBO/TRACK BACKHOE.................................$ 35.56
18.12

ENGI0012-069 12/01/2024
Rates
Fringes
POWER EQUIPMENT OPERATOR: LOADER/FRONT END LOADER...$ 35.56
18.12

ENGI0012-070 12/01/2024
Rates
Fringes
TRUCK DRIVER: OFF ROAD TRUCK........................$ 35.56
18.12

ENGI0012-071 12/01/2024
Rates
Fringes
POWER EQUIPMENT OPERATOR: CRANE/DERRICK.............$ 36.64
18.12

ENGI0012-072 12/01/2024
Rates
Fringes
POWER EQUIPMENT OPERATOR: EXCAVATOR/TRACKHOE
(GREATER THAN 1/2 CUBIC YARD).......................$ 36.64
18.12
POWER EQUIPMENT OPERATOR: EXCAVATOR/TRACKHOE (1/2

CUBIC YARD OR SMALLER)...............................$ 35.56
18.12

ENGI0012-073 12/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: GRADE CHECKER.............$ 36.64
18.12

ENGI0012-074 12/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: MOTOR GRADER/BLADE........$ 36.64
18.12

ENGI0012-075 12/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: MECHANIC..................$ 37.67
18.12

IRON0075-014 08/01/2025

Rates

Fringes

IRONWORKER..$ 33.00
19.91

LABO1184-016 06/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: HORIZONTAL DIRECTIONAL
DRILL...$ 31.98
9.26

LABO1184-017 06/01/2025

Rates

Fringes

LABORER: FENCE ERECTOR..............................$ 27.41
9.26

LABO1184-021 06/01/2025

Rates
Fringes
TRAFFIC CONTROL.....................................$ 27.41
9.26

LABO1184-025 06/01/2025
Rates
Fringes
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER,
SPREADER AND DISTRIBUTOR............................$ 29.91
9.26

LABO1184-027 06/01/2025
Rates
Fringes
LABORER: GRADE SETTER...............................$ 29.91
9.26

LABO1184-029 06/01/2025
Rates
Fringes
LABORER: GUARDRAIL INSTALLER........................$ 29.91
9.26

LABO1184-033 06/01/2025
Rates
Fringes
POWER EQUIPMENT OPERATOR: TRENCHER..................$ 30.88
9.26

LABO1184-044 06/01/2025
Rates
Fringes
POWER EQUIPMENT OPERATOR: FORKLIFT..................$ 30.88
9.26

LABO1184-047 06/01/2025
Rates
Fringes
TRUCK DRIVER: CONCRETE..............................$ 30.88
9.26

LABO1184-049 06/01/2025

Rates

Fringes

TRUCK DRIVER: WATER..................................$ 30.88

9.26

LABO1184-051 06/01/2025

Rates

Fringes

GENERAL LABORERS.....................................$ 27.41

9.26

SUAZ2023-022 11/19/2024

Rates

Fringes

TRUCK DRIVER: SWEEPER................................$ 20.24

5.48

TRUCK DRIVER: OIL DISTRIBUTOR........................$ 29.41

7.63

TRUCK DRIVER: DUMP...................................$ 26.71

7.09

POWER EQUIPMENT OPERATOR: SCRAPER....................$ 29.69

0.00

POWER EQUIPMENT OPERATOR: PAVER/SPREADER/FINISH
EQUIPMENT (ASPHALT, AGGREGATE, & CONCRETE)..........$ 32.67

0.00

POWER EQUIPMENT OPERATOR: MILLING MACHINE...........$ 31.16

0.00

POWER EQUIPMENT OPERATOR: DRILL RIG/AUGER...........$ 36.80

13.07

POWER EQUIPMENT OPERATOR: CONCRETE SCREED...........$ 26.41

7.64

POWER EQUIPMENT OPERATOR: CONCRETE PUMP TRUCK.......$ 43.11

10.87

POWER EQUIPMENT OPERATOR: COMPACTOR/ROLLER..........$ 30.24

0.00

POWER EQUIPMENT OPERATOR: BROOM/SWEEPER.............$ 25.95

6.62

POWER EQUIPMENT OPERATOR: BOOM/CRANE TRUCK..........$ 43.11

10.87

POWER EQUIPMENT OPERATOR: BOBCAT/SKID STEER/SKID
LOADER...$ 29.91

9.11

PAINTER: SIGN AND DISPLAY ERECTOR....................$ 18.03

0.00

PAINTER: PAVEMENT MARKING..........................$ 23.35
6.34
LABORER: PIPELAYER.................................$ 25.97
7.09
LABORER: MASON TENDER..............................$ 25.92
7.09
LABORER: LANDSCAPE LABORER.........................$ 19.00
6.34
LABORER: CONCRETE SAW (HAND HELD/WALK BEHIND).......$ 25.22
5.08
ELECTRICIAN..$ 29.00
7.58
CEMENT MASON/CONCRETE FINISHER.....................$ 30.41
0.00
CARPENTER: FORMWORK CONCRETE.......................$ 29.86
8.89

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to

Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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 # 2026015

TRACS No.	Project No.	Item	County	District	Gross Length	Net Length	Prepared By:
0000 MA BKY T063001C	BKY-0(216)T	104421	MARICOPA	CENTRAL	0		Noun Mohamed Ali

Highway Termini	Location	Work Description
• CITY OF BUCKEYE	• FIBER OPTIC (MC 85/MILLER RD)	• System Enhancement (Traffic Mgmt and Engineering)

BID SCHEDULE

0000 MA BKY T063001C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
7010005	MAINTENANCE AND PROTECTION OF TRAFFIC	L.SUM	1		
7016050	TRUCK-MOUNTED ATTENUATOR	EACH-DAY	93		
7016067	CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	EACH-DAY	20		
7016082	FLAGGING SERVICES (LOCAL ENFORCEMENT OFFICER)(WITH AGENCY VEHICLE)	HOUR	192		
7320788	SINGLE MODE FIBER OPTIC CABLE (12 COUNT)	L.FT.	1,135		
9010001	MOBILIZATION	L.SUM	1		
9240011	FORCE ACCOUNT WORK (PULL BOX AND CONDUIT RECONDITIONING)	L.SUM	1	$20,000.00	$20,000.00
9240012	FORCE ACCOUNT WORK (RAILROAD FLAGGING SERVICES)	L.SUM	1	$15,000.00	$15,000.00
9240016	FORCE ACCOUNT WORK (QUALIFIED BIOLOGIST)	L.SUM	1	$10,000.00	$10,000.00
9240050	MISCELLANEOUS WORK (ITS RECORD DRAWINGS)	L.SUM	1		
9240144	MISCELLANEOUS WORK (2, 7-WAY MICRO-DUCT) (DTL I) (DIRECTIONAL DRILL)	L.FT.	11,085		
9240145	MISCELLANEOUS WORK (2, 7-WAY MICRO-DUCT) (DTL A) (TRENCHED)	L.FT.	7,890		

BID SCHEDULE

0000 MA BKY T063001C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
9240148	MISCELLANEOUS WORK (SINGLE MODE FIBER OPTIC CABLE) (LOOSE TUBE 288 FIBERS)	L.FT.	3,135		
9240149	MISCELLANEOUS WORK (SINGLE MODE FIBER OPTIC CABLE) (MICRO CABLE 288 FIBERS)	L.FT.	25,080		
9240172	MISCELLANEOUS WORK (NO. 8 PULL BOX, STD DTL F)	EACH	7		
9240173	MISCELLANEOUS WORK (NO. 9 PULL BOX, STD DTL E)	EACH	4		
9240174	MISCELLANEOUS WORK (TERMINATION PANEL)	EACH	11		
9240175	MISCELLANEOUS WORK (FIBER OPTIC SPLICE CLOSURE)	EACH	10		
9240176	MISCELLANEOUS WORK (FIELD HARDENED ETHERNET SWITCH)	EACH	10		
9240181	MISCELLANEOUS WORK (CONTROL OF NOXIOUS PLANTS) (MANUAL / MECHANICAL METHODS)	SQ.YD.	1,421		
9240182	MISCELLANEOUS WORK (CONTROL OF NOXIOUS PLANTS) (HERBICIDE)	SQ.YD.	1,736		

BID SCHEDULE

0000 MA BKY T063001C

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1		

BID TOTAL :

PROPOSAL

TO THE ARIZONA DEPARTMENT OF TRANSPORTATION:

Gentlemen:

The following Proposal is made for constructing project

0000 MA BKY T063001C   BKY-0(216)T
CITY OF BUCKEYE
(BUCKEYE FIBER OPTIC BACKBONE (MC 85/MILLER RD))

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 MA BKY T063001C BKY-0(216)T
CITY OF BUCKEYE
(BUCKEYE FIBER OPTIC BACKBONE (MC 85/MILLER RD))

NOW THEREFORE, if the Obligee, acting by and through its Transportation board, shall accept the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

____________________ Principal	____________________ Surety
____________________ By	____________________ By Attorney-in-Fact
____________________ Title	____________________ Address Attorney-in-Fact
	Subscribed and sworn before me this _______ day of ____________________, 20 _______.
	My Commission expires: ____________________
R9/13	____________________ Notary Public

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.

CERTIFICATION WITH RESPECT TO THE

RECEIPT OF ADDENDA

In the submission of a bid and by the signing of the Proposal, this will certify that the following numbered addenda issued on this project have been brought to my personal attention and furthermore that I understand and agree that those will be made a part of the Contract.

Addendum No. _______________, _______________, _______________, _______________, _______________

____
PRINT NAME OF CONTRACTOR

____
SIGNATURE

____
TITLE

____
DATE

0000 MA BKY T063001C BKY-0(216)T
CITY OF BUCKEYE
(BUCKEYE FIBER OPTIC BACKBONE (MC 85/MILLER RD))

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 MA BKY T063001C BKY-0(216)T
CITY OF BUCKEYE
(BUCKEYE FIBER OPTIC BACKBONE (MC 85/MILLER RD))

This Certification is required in response to legislation enacted to prohibit the State from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the bid. The bidder understands that this response will become public record and may be subject to public inspection.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, Limited Liability Company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) Together with other investors that are not subject to this section.
   (b) That are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All Bidders must select one of the following:

_______The bidder does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

________The bidder **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, the bidder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

ARIZONA DEPARTMENT OF TRANSPORTATION

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.

0000 MA BKY T063001C BKY-0(216)T
CITY OF BUCKEYE
(BUCKEYE FIBER OPTIC BACKBONE (MC 85/MILLER RD))

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all bidders must select one of the following:

☐	The bidder **does not** 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 **does** 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